



Agenda Date:10/29/18
Agenda Item: 5A

STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 3rd Floor, Suite 314
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

WATER

IN THE MATTER OF NORTHGATE WEST)	ORDER ADOPTING INITIAL
CONDOMINIUM ASSOCIATION, INC.,)	DECISION SETTLEMENT
Petitioner,)	
)	
v.)	
)	
TOWN OF CLINTON,)	BPU DOCKET NO. WC17030274
Respondent.)	OAL DOCKET NO. PUC 06947-17

Parties of Record:

Patricia H. McGlone, Esq., McGovern Legal Services, LLC, on behalf of Petitioner
Tara A. St. Angelo, Esq., Gebhardt & Kiefer, P.C., on behalf of Respondent

BY THE BOARD:

By this Order, the New Jersey Board of Public Utilities (“Board” or “BPU”) adopts the Initial Decision Settlement (“Initial Decision”) of Administrative Law Judge (“ALJ”) Jacob S. Gertsman, regarding a Settlement Agreement (“Settlement”) between Northgate West Condominium Association, Inc. (“Association” or “Petitioner”) and the Town of Clinton (“Respondent”) (collectively, “Parties”). Pursuant to the Settlement, the Parties resolved their dispute regarding the Town of Clinton Water Utility’s (a.k.a. Town of Clinton Water Department) failure to inspect, flush, and maintain the twelve (12) fire hydrants located in the Association’s community and keep proper records on these hydrant maintenance activities, per the New Jersey Administrative Code at N.J.A.C. 14:9-2.2, entitled “Inspection of property.”

BACKGROUND AND PROCEDURAL HISTORY

On March 20, 2017, the Association filed a verified petition with the BPU against the Respondent, alleging the Town of Clinton Water Utility failed to inspect, flush, and maintain the twelve (12) fire hydrants located in the Association’s community and keep proper records on these hydrant maintenance activities, per the New Jersey Administrative Code at N.J.A.C. 14:9-2.2 and accepted industry standards. The petition requested that the Board: (a) find that the Respondent has failed to comply with the Board’s regulations at N.J.A.C. 14:9-2.2 and

applicable industry standards; (b) order the Respondent to immediately inspect, flush, and repaint the Association's hydrants at its community; and (c) supervise the Respondent in the prompt formulation and implementation of a hydrant flushing plan and proper record keeping going forward. According to the petition, the Association had previously filed an action against the Respondent with the Superior Court of New Jersey, but the claims were dismissed without prejudice, pending the exhaustion of administrative remedies before the BPU.

The Town of Clinton Water Utility is a municipal water utility serving approximately 3,750 customers outside the municipal boundaries of the Respondent in the following municipalities: Clinton Township, Franklin Township, Union Township, and Lebanon Borough.¹ As a municipal utility with levelized (equal or the same) customer rates for its entire service territory, the BPU only has jurisdiction over service and reliability issues for the customers served outside of the Town of Clinton.²

The Association's community is comprised of 153 condominium units along with common elements and improvements, located in the Township of Clinton, Hunterdon County. The Township of Clinton is a distinct municipality neighboring the Respondent.

On May 15, 2017, the Board transmitted the matter to the Office of Administrative Law ("OAL") as a contested case, after the Parties had failed to reach a settlement in the matter. The matter was assigned to ALJ Gertsman.

The matter was scheduled for evidentiary hearings on August 20, and 22, 2018. However, prior to the commencement of the evidentiary hearings, the Parties informed ALJ Gertsman that they had reached an agreement and the Respondent had inspected and flushed the hydrants on August 2, 2018.

On August 20, 2018, the Parties executed the Settlement. On August 28, 2018, the Mayor and Council of the Respondent subsequently approved the Settlement by adopting Resolution #127-18.

On September 7, 2018, the Board received ALJ Gertsman's Initial Decision resolving the matter between the Parties. Specifically, ALJ Gertsman found that the Parties had voluntarily agreed to the Settlement, that the Settlement is consistent with the law, and that the Settlement fully disposes of all issues in dispute.

DISCUSSION AND FINDINGS

The key terms of the Settlement, set out more fully in the Settlement attached to the Initial Decision, are as follows:³

1. For the years 2009, 2011, 2012, 2015 and 2016, the Town of Clinton was required to, and admits that it did not test and determine the working condition yearly of the

¹ Source: Town of Clinton Water Utility's 2017 BPU Annual Report.

² See N.J.S.A. 40A:31-23, "Nonimpairment of obligations for provision of water supply services, facilities; BPU jurisdiction."

³ Although described in this Order at some length, should there be any conflict between this summary and the Settlement, the terms of the Settlement control, subject to the findings and conclusions in this Order.

- twelve (12) hydrants located within the Association's community, as required by N.J.A.C.14:9-2.2.
2. For the years 2009, 2011, 2012, 2015 and 2016, the Town of Clinton was required to, and admits that it did not implement a flushing plan for the twelve (12) hydrants located within the Association's community, as required by N.J.A.C.14:9-2.2.
 3. For the years 2009, 2011, 2012, 2015 and 2016, the Town of Clinton was required to, and admits that it did not maintain a record of inspections, tests, and flushings for a period of six (6) years for the twelve (12) hydrants located within the Association's community, as required by N.J.A.C.14:9-2.2.
 4. As part of its Asset Management Plan, the Town of Clinton has formulated a plan for hydrant inspection and maintenance.⁴
 5. The Town of Clinton will inspect the hydrants on an annual basis as prescribed in "Exhibit A" to the Settlement and as required by N.J.A.C. 14:9-2.2, no later than the end of the month of August each year.
 6. The Town of Clinton has implemented a flushing plan for the hydrants as required by N.J.A.C. 14:9-2.2, and will perform flushing during each annual inspection of the hydrants.
 7. The Town of Clinton will maintain a record of inspections as required by N.J.A.C. 14:9-2.2, which contains the information and data as set forth in "Exhibit A" to the Settlement.
 8. The condition of the exterior paint of the twelve (12) hydrants located within the Association's community will be maintained and inspected as part of the regular annual hydrant inspection.
 9. The Town of Clinton will continue to file reports with the Board as required by N.J.A.C. 14:3-6.1, "General provisions for records and reporting."

After review of the Initial Decision and the record in this matter, the Board **HEREBY FINDS** that the Parties voluntarily agreed to the Settlement and that the Settlement fully disposes of all issues and is consistent with the law.

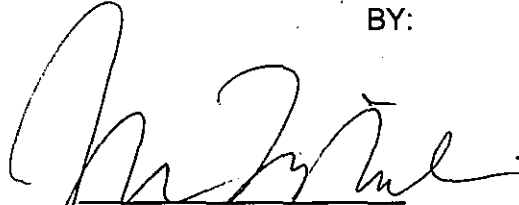
Accordingly, the Board **HEREBY ADOPTS** the Initial Decision approving the Settlement and **HEREBY ORDERS** that the Parties comply with the Settlement terms.

⁴ See "Exhibit A" to the Stipulation of Settlement Agreement.

This Order shall be effective on November 8, 2018.

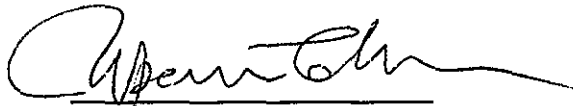
DATED: 10/29/18

BOARD OF PUBLIC UTILITIES
BY:


JOSEPH L. FIORDALISO
PRESIDENT


MARY-ANNA HOLDEN
COMMISSIONER


DIANNE SOLOMON
COMMISSIONER


UPENDRA J. CHIVUKULA
COMMISSIONER


ROBERT M. GORDON
COMMISSIONER

ATTEST: 
AIDA CAMACHO-WELCH
SECRETARY

I HEREBY CERTIFY that the within
document is a true copy of the original
in the files of the Board of Public Utilities.

**IN THE MATTER OF NORTHGATE WEST CONDOMINIUM ASSOCIATION, INC.,
PETITIONER V. TOWN OF CLINTON, RESPONDENT
BPU DOCKET NO. WC17030274
OAL DOCKET NO. PUC 06947-2017 S**

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State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

SETTLEMENT

OAL DKT. NO. PUC 06947-17

AGENCY DKT. NO. WC17030274

**IN THE MATTER OF
THE PETITION OF NORTHGATE WEST
CONDOMINIUM ASSOCIATION, INC.,**

Petitioner,

v.

TOWN OF CLINTON,

Respondent.

Patricia H. McGlone, Esq., for Petitioner, Northgate West Condominium Association, Inc., (McGovern Legal Services, attorneys)

Tara A. St. Angelo, Esq. and **Matthew Lyons, Esq.**, for Respondent, Town of Clinton, (Gebhardt & Kiefer, attorneys)

Alex Moreau, Deputy Attorney General, for Staff of the Board of Public Utilities (Gurbir S. Grewal, Attorney General of New Jersey, attorney)

Debra Robinson, Assistant Deputy Rate Counsel, for Division of Rate Counsel (Stefanie A. Brand, Director)

Record Closed: August 29, 2018

Decided: September 6, 2018

BEFORE **JACOB S. GERTSMAN**, ALJ t/a:

This matter concerns a petition seeking: a determination that respondent, Town of Clinton, failed to comply with N.J.A.C. 14:9-2.2; an order compelling respondent to inspect, flush and repaint petitioner's hydrants; and supervision of respondent in prompt formulation and implementation of a hydrant flushing program and record keeping going forward.

The matter was transmitted to the Office of Administrative Law on May 16, 2017, for determination as a contested case, pursuant to N.J.S.A. 52:14B-1 to -15 and N.J.S.A. 52:14F-1 to -13.

The matter was scheduled for evidentiary hearings on August 20 and 22, 2018. Prior to the commencement of the hearing, the parties informed the undersigned that they had reached an agreement on a Stipulation of Settlement (J-1), resolving all issues in this proceeding, which would become effective upon approval of the Clinton Town Council. Said Stipulation of Settlement, was signed by counsel for the petitioner and respondent, indicates the terms of settlement, and is attached and fully incorporated herein. The parties filed on August 29, 2018, a Town of Clinton, Hunterdon County Resolution #127-18, approving the settlement.

I have reviewed the terms of settlement and I **FIND**:

1. The parties have voluntarily agreed to the settlement as evidenced by their signatures or their representatives' signatures on the attached document.
2. The settlement fully disposes of all issues in controversy between the parties and is consistent with the law.

I hereby **FILE** my initial decision with the **BOARD OF PUBLIC UTILITIES** for consideration.

This recommended decision may be adopted, modified or rejected by the **BOARD OF PUBLIC UTILITIES**, which by law is authorized to make a final decision in this matter. If the Board of Public Utilities does not adopt, modify or reject this decision within forty-five days and unless such time limit is otherwise extended, this recommended decision shall become a final decision in accordance with N.J.S.A. 52:14B-10.

September 6, 2018

DATE



JACOB S. GERTSMAN, ALJ t/a

Date Received at Agency:

9-7-18

Date Mailed to Parties:

9-7-18

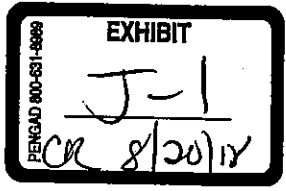
JSG/nd

APPENDIX

EXHIBITS

Jointly Submitted

J-1 Stipulation of Settlement



Patricia Hart McGlone, Esq. - 037891984
McGovern Legal Services, LLC
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North Brunswick, New Jersey 08902
(732) 246-1221
Attorneys for Petitioner Northgate West Condominium Association, Inc.

NORTHGATE WEST
CONDOMINIUM
ASSOCIATION, INC.,
Petitioner
v.
TOWN OF CLINTON,
Respondent

STATE OF NEW JERSEY BOARD OF
PUBLIC UTILITIES
OAL DOCKET NO. 30274PUC 06947-2017 S
Agency Ref No: WC 17030274
SETTLEMENT AGREEMENT

This matter having been opened and brought before the Court by Petition filed by Northgate West Condominium Association, Inc., (the "Association"), seeking a determination by the Court that the Town of Clinton, (the "Town") has failed to comply with N.J.A.C. 14:9-2.2 and applicable industry standards, seeking an order compelling the Town to immediately inspect, flush and repaint the Association's hydrants and compelling supervision of the Town in prompt formulation and implementation of a hydrant flushing program and proper record keeping going forward and the parties having appeared with counsel for a hearing before Judge Jacob Gertsman, ALJ on February 13, 2018 and the terms of settlement having been reached and placed on the record:

The Parties in this action, Petitioner Northgate West Condominium Association, Inc. (the "Association"), and Respondent Town of Clinton (the "Town"), have voluntarily resolved all disputed matters and enter into the following settlement, which fully disposes of all issues in controversy between them, subject to the Association's right to pursue damages against the Town in the Superior Court, Law Division:

1. The Association is a non-profit condominium corporation established by Beaver Brook Associates, Inc. (the "Developer"), pursuant to the New Jersey Nonprofit Corporation Act, N.J.S.A. 15A:1-1, et seq., and the New Jersey Condominium Act, N.J.S.A. 46:B-1, et seq.

2. The Town is a municipal corporation of the State of New Jersey, Hunterdon County.
3. The Association maintains the shared common elements of a residential community of one-hundred and fifty-three (153) condominium units built by the Developer and located in Clinton Township, a municipality neighboring the Town.
4. There are twelve (12) fire hydrants located within the Association's community (the "Hydrants").
5. The Town owns and operates water supply facilities, including the Hydrants, in accordance with the County and Municipal Water Supply Act, N.J.S.A. 40A:31-1, et seq.
6. The Town is a municipality serving as a public utility as defined by N.J.A.C. 48:2-13.
7. On December 30, 1985, the Developer and the Town entered into a Water Agreement (the "Water Agreement").
8. The Water Agreement provides in pertinent part:

TOWN agrees to supply a maximum of 288,000 gallons per day of water to the TRACT for potable and fire protection purposes...

The customer will be rendered water bills for water usage on a quarterly basis for water usage plus meter service fees for each quarter or fraction of such quarter where water meters remain in service, subject to regulation by the Board of Public Utilities.

....

Upon final completion of all IMPROVEMENTS, the TOWN will determine if said IMPROVEMENTS comply with plan and specifications and applicable TOWN ordinances, Federal, State and County laws and the engineering requirements of the TOWN. Upon a Certification by the TOWN'S consulting engineer that the IMPROVEMENTS comply therewith, then the TOWN shall accept dedication of the IMPROVEMENTS by DEVELOPER. Title to the IMPROVEMENTS shall thereupon pass to the TOWN and DEVELOPER shall thereafter have no further ownership interest in said IMPROVEMENTS. The TOWN shall be responsible for the maintenance and upkeep thereof upon the expiration of the maintenance guarantee period described hereinafter.

9. As defined by the Water Agreement, the Association's community is included in the "TRACT" to be served by the Town, and the Hydrants and water mains supplying the Hydrants are included in the "IMPROVEMENTS" to be owned and maintained by the Town.
10. The Association is an intended third-party beneficiary of the Water Agreement between the Developer and the Town.
11. The Town, through its Water Department, invoices the Association quarterly for water usage and maintenance and upkeep of the Hydrants.
12. For the years 2009, 2011, 2012, 2015 and 2016, the Town was required to, and admits that it did not, test and determine the working condition yearly of the 12 Hydrants located within the Association as required by N.J.A.C. 14:9-2.2.
13. For the years 2009, 2011, 2012, 2015 and 2016, the Town was required to, and admits that it did not, implement a flushing plan for each of the 12 Hydrants located within the Association as required by N.J.A.C. 14:9-2.2.
14. For the years 2009, 2011, 2012, 2015 and 2016, the Town was required to, and admits that it did not maintain a record of inspections, tests and flushings for a period of six years as required by N.J.A.C. 14:9-2.2 for the 12 Hydrants located within the Association.
15. The Town has formulated a plan as part of its Asset Management Plan which includes hydrant inspection and maintenance, attached hereto and incorporated herein as **Exhibit A**.
16. The Town inspected and flushed the Hydrants on August 2, 2018.
17. The Town will inspect the Hydrants on an annual basis in compliance with **Exhibit A**, ~~during the month of August each year~~ as required by N.J.A.C.14:9-2.2.

~~by the end of~~ the month of
no later than the end of August
each year

18. The Town has implemented a flushing plan for the Hydrants as required by N.J.A.C. 14:9-2.2, set forth in **Exhibit A** and will perform flushing during each annual inspection of the Hydrants.
19. The Town will maintain a record of inspections as required by N.J.A.C. 14:9-2.2 containing the information and data set forth in **Exhibit A**.
20. The condition of the exterior paint of the 12 Hydrants located within the Association will be maintained and inspected as part of the regular annual inspection of the Hydrants in accordance with applicable law and **Exhibit A**, as may be amended by the Town from time to time, which currently states that "Hydrants with chipped paint or rust showing should be touched up with a wire brush and paint brush applied, however hydrants in severe need of repainting (more than 25% surface area required touch up) should be reported to the Town Administrator or his designee. The Administrator or his designee will make a determination if such condition negatively affects the functionality of the hydrant. If it does, it will be painted.
21. The Town shall continue to file reports with the BPU as required by N.J.A.C. 14:3-6.1,
22. The parties agree that if any portion of the Settlement Agreement is deemed unenforceable, the remainder of this Settlement Agreement shall be fully enforceable.

SIGNATURES ON NEXT PAGE

23. This settlement shall become effective upon approval by town council

{00121267}

SO AGREED:

NORTHGATE WEST CONDOMINIUM ASSOCIATION, INC.

By: Robert C. Stewart Pres. N. G. W.

Title: President N. G. W.

Date: 8/20/18

TOWN OF CLINTON

By: Tara Ann St. Denis

Title: Attorney

Date: 8/20/18

Exhibit A

DIVISION 02 – EXISTING CONDITIONS**SECTION 022510 – HYDRANT INSPECTION AND MAINTENANCE****PART 1 – GENERAL****1.1 DESCRIPTION****A. Scope**

1. Contractor shall provide all labor, materials, tools, equipment, and incidentals as may be necessary to perform a complete inspection, hydrant flushing, flow and pressure readings, and painting of each hydrant. Complete documentation and reporting of the inspections, flushing, readings, and painting are required for each of the hydrants located within the entire Clinton Water distribution system. Documentation shall be digital copies of the report. Digital copy forms for contractor to furnish updated hydrant GIS inventory will be provided by Suburban Consulting Engineers, Inc. and will require built-in network access for Android or Apple devices. Each hydrant is to be inspected once per year. It is anticipated that repairs may be required and that the Contractor will be required to perform any and all hydrant repairs or hydrant replacement in accordance with the various payment items under this contract, if and where directed.

B. Related Sections:

1. Section 221100 – Piping, Fittings, and Valves.

1.2 QUALITY ASSURANCE

- A. The fire hydrant system inspectors shall be experienced and responsible for coordinating and verifying the inspection of the existing fire hydrants, performing hydrant flushing, and flow and pressure readings, and documenting the evaluation of the existing conditions and identify areas which have failed, malfunctioned, exceeded service life, or are vulnerable for failure during the service life of the equipment. Five (5) years of experience in hydrant installation, operation, and repairs is required, for each inspector. Evidence of such experience shall be submitted for approval.
- B. All hydrant installation, operation, and repairs shall be in accordance with AWWA M-17 procedures.

1.3 SUBMITTALS**A. Informational Submittals: Submit the following:**

1. Procedure Submittals: List of record control procedures within Contractor's organization for testing, including methods, frequency of reporting, and distribution of testing and inspection reports. Two hard copies to be submitted to the Owner and Engineer prior to begin of inspection.
2. Digital upload of completed inspection report. Suburban Consulting Engineers Inc. to furnish digital inspection report.
3. Completed inspectors' report of his inspection, readings, evaluation and recommendations. Two hard copies to be submitted to the Owner and Engineer prior to beginning of inspection.
4. Report shall contain recommendations for corrective maintenance and repair of the hydrants. Two hard copies to be submitted to the Owner and Engineer prior to beginning of inspection.

5. Implementation plan/schedule for the projected completion of yearly inspection and repairs. Two hard copies to be submitted to the Owner and Engineer prior to beginning of inspection.
6. Evidence of calibration of calibrated/certified gauges & flow measurement devices.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION**3.1 COORDINATION WITH OWNERS OPERATION**

- A. Contractor shall coordinate with the respective Fire Departments and water system representatives at a minimum of 48 hours prior to commencement of any inspection, flushing, and flow and pressure readings. Should hydrants be taken out of services, contractor to provide notice to emergency services, the municipality, and the Town of Clinton Water Department
- B. Fire Department Contact Information:

Clinton Fire Department
Walter Dorf
1 New Street
P. O. Box 5062
Clinton, NJ 08809
(908) 735-8613

Pattensburg Fire Company
Dan VanFossen
513 County Road 614
Asbury, NJ 08802
(908) 735-6053

Annandale Hose Company
Robert Emery
68 Beaver Avenue
Annandale, NJ 08801
(908) 735-5214

Quakertown Fire Department
Bradley Patkochis
P.O. Box 34
Pittstown, NJ 08867
(908) 735-5220

Lebanon Borough Fire Company
Kevin Saharic
88 Main Street
Lebanon, NJ 08833
(908) 236-2792

High Bridge Fire Department
Jeff Smith
7 Maryland Avenue
P. O. Box 232
High Bridge, NJ 08829
(908) 638-6383

3.2 INVESTIGATION ASSESSMENT REPORTS

- A. The Inspector shall submit two (2) copies each of each report of inspections to Owner and Engineer. The contractor shall prepare hard copies as well as digital copies. Digital copy forms for contractor to furnish updated hydrant GIS inventory will be provided by Suburban Consulting Engineers, Inc. and will require built-in network access for Android or Apple devices. GIS inventory for hydrants will include:
 1. Name of inspector.
 2. Date of inspection.
 3. Type of inspection or test.
 4. Corresponding fire hydrant FID and hydrant number.

5. Address and nearest intersection of hydrant.
6. Municipality of hydrant.
7. Hydrant condition.
8. Bonnet, hydrant, and cap colors.
9. Storz connection present.
10. Hydrant lock present and condition.
11. Barrel Diameter.
12. Hydrant valve present.
13. Hydrant manufacturer.
14. Date of previous inspection or sampling and test or service.
15. Flow rates, static pressure, residual pressure measurement location/hydrant #, and flow pressure.
16. Water main size connected to hydrant.

3.3 CONTRACTOR RESPONSIBILITIES

A. Inspection of the fire hydrant includes:

1. Visually inspect the exterior of the hydrant and surrounding area. Any missing components (Caps etc.) should be indicated on the Hydrant Maintenance/Inspection form.
2. Inspect the exterior paint for condition. Hydrants with chipped paint or rust showing should be touched up with a wire brush and paint brush applied, however, Hydrants in severe need of repainting (more than 25% surface area required touch up) should be reported and indicated on the form.
3. Check to see if the hydrant needs to be raised or lowered and indicate this under level grade/accessibility/clearance/obstructions on the form.
4. Open the nozzle caps and check for the presence of water or ice in the hydrant barrel.
5. Attach a diverter to one 2-1/2-inch nozzle and flush out hydrant barrel.
6. With the hydrant running, locate and turn off the isolation valve (cleaning out of valve box may be necessary). Water should stop flowing through the hydrant. Indicate valve condition on the form, including number of turns to close.
7. Re-open the isolation valve then close the hydrant and check to ensure the hydrant drains. Indicate drain function on the form.
8. Re-install all nozzle caps leaving loose enough to allow air to enter/escape.
9. Open the hydrant and allow air to vent from the nozzle cap. Tighten the nozzle cap.
10. With the nozzle caps tight open the hydrant full and check for ease of operation. Indicate on the Form.
11. With the hydrant fully open check for leaks at flanges, around outlet nozzles, at packing/seals, and around stem. Indicate any leaks on the Form.
12. Repair leaks where visible.
13. Partially close the hydrant and allow the drains to open and flush the drain outlets.
14. Close hydrant completely.
15. Check outlet nozzle caps visually for chains and any damage. Remove all caps and clean the threads. Notes conditions on form.
16. Check the condition of the gaskets and lubricate threads. Ensure each cap operates easily. Clean up any excess oil using a rag and acetone.
17. Replace the caps and be sure not to overtighten.
18. Check lubrication of opening-nut threads. Lubricate if necessary. Clean excess lubrication with a cloth and acetone
19. Repair any nearby damage caused by flushing, restore to previous condition

19. Repair any nearby damage caused by flushing, restore to previous condition

B. The following items shall be inspected:

1. Bonnet/Top Section including:
 - a. Dust Cap/Weather Shield
 - b. Operating Nut Stem
 - c. Oil Port/Grease Fitting
 - d. Bonnet Bolts/Nuts
 - e. Gaskets/O-ring Seals
2. Barrel/Mid-Section including:
 - a. 2 1/2" Hose Caps
 - b. 2 1/2" Hose Nozzles
 - c. Pumper/Steamer Cap
 - d. Pumper/Steamer Nozzle
 - e. Safety Flange/Internal Stem Coupling
 - f. Storz Fitting
 - g. Flange Gasket/O-Ring Seals
 - h. Flange Bolts/Nuts
 - i. Level Grade/Accessibility/Clearance/Obstructions
3. Subsurface/Standpipe Section including:
 - a. Main Operating Valve
 - b. Water Drainage (Pumped out if Non-Draining)
 - c. Lower Stem
 - d. Standpipe/Shoe Assembly
4. General Hydrant Maintenance including:
 - a. Lubrication (Caps, Nozzles, Operating Nut)
 - b. Hydrant Opened and Closed Completely
 - c. Water Conditions
 - d. Paint Conditions
5. General Hydrant Testing:
 - a. Hydrant Condition
 - b. Flow Rate
 - c. Static Pressure
 - d. Residual Pressure measured at nearby Hydrant

B. The inspector shall promptly notify the Owner and Engineer of significant irregularities or deficiencies observed during the special inspections. Recommendations of corrective action will be submitted to the Engineer and remedial measures taken as may be directed by the Owner.

3.4 METHOD OF MEASUREMENT AND PAYMENT

Payment for the inspection and corresponding report on each fire hydrant as identified in this specification section shall be made at the unit bid price upon completion of the on-site inspections and the submission and acceptance of assessment reports to the Owner and Engineer.

3.5 BASIS OF PAYMENT

Payment will be made under:

<u>Pay Item</u>	<u>Description</u>	<u>Pay Unit</u>
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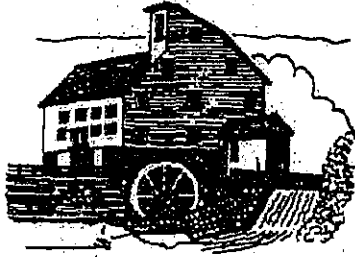
SCE-3765

February 2017

#1	Inspection and Reports on each fire hydrant including flushing, flow and pressure readings, and painting of each hydrant.	Each
#4	Uniform Traffic Directors	\$/Hr

****END OF SECTION 022510****

Fire Hydrant Inspection Form



TOWN OF CLINTON
 INCORPORATED APRIL 5, 1865
 43 Leigh St., P.O. Box 5194
 Clinton, N.J. 08809-5194
 (908) 735-8616 FAX (908) 735-8082

Date	
Name Of Inspector	
Inspecting Agency	CWD
Type of Inspection	
Barrel Dia.(Inches)	
Hydrant Valve	
Hydrant Manufacturer	
Flow Rate (GPM)	
Static Pressure (PSI)	
Res. Pressure (PSI)	
Flow Pressure (PSI)	

Bonnet/Top Section

Dust Cap/Weather Shield <input checked="" type="checkbox"/> Checked and OK <input type="checkbox"/> May Require Future Attention <input type="checkbox"/> Required Immediate Action <input type="checkbox"/> Critical Failure (Out Of Service) <input type="checkbox"/> Serviced
Operating Nut/Stem <input checked="" type="checkbox"/> Checked and OK <input type="checkbox"/> May Require Future Attention <input type="checkbox"/> Required Immediate Action <input type="checkbox"/> Critical Failure (Out Of Service) <input type="checkbox"/> Serviced
Oil Port/Grease Fitting <input checked="" type="checkbox"/> Checked and OK <input type="checkbox"/> May Require Future Attention <input type="checkbox"/> Required Immediate Action <input type="checkbox"/> Critical Failure (Out Of Service) <input type="checkbox"/> Serviced
Bonnet Bolts/Nuts <input checked="" type="checkbox"/> Checked and OK <input type="checkbox"/> May Require Future Attention <input type="checkbox"/> Required Immediate Action <input type="checkbox"/> Critical Failure (Out Of Service) <input type="checkbox"/> Serviced

Gaskets/O-Ring Seals
<input checked="" type="checkbox"/> Checked and OK <input type="checkbox"/> May Require Future Attention <input type="checkbox"/> Required Immediate Action <input type="checkbox"/> Critical Failure (Out Of Service) <input type="checkbox"/> Serviced
Barrel/Mid-Section
2 1/2" Hose Caps
<input checked="" type="checkbox"/> Checked and OK <input type="checkbox"/> May Require Future Attention <input type="checkbox"/> Required Immediate Action <input type="checkbox"/> Critical Failure (Out Of Service) <input type="checkbox"/> Serviced
2 1/2" Hose Nozzles
<input checked="" type="checkbox"/> Checked and OK <input type="checkbox"/> May Require Future Attention <input type="checkbox"/> Required Immediate Action <input type="checkbox"/> Critical Failure (Out Of Service) <input type="checkbox"/> Serviced
Pumper/Steamer Cap
<input checked="" type="checkbox"/> Checked and OK <input type="checkbox"/> May Require Future Attention <input type="checkbox"/> Required Immediate Action <input type="checkbox"/> Critical Failure (Out Of Service) <input type="checkbox"/> Serviced
Pumper/Steamer Nozzle
<input checked="" type="checkbox"/> Checked and OK <input type="checkbox"/> May Require Future Attention <input type="checkbox"/> Required Immediate Action <input type="checkbox"/> Critical Failure (Out Of Service) <input type="checkbox"/> Serviced
Safety Flange/Internal Stem Coupling
<input checked="" type="checkbox"/> Checked and OK <input type="checkbox"/> May Require Future Attention <input type="checkbox"/> Required Immediate Action <input type="checkbox"/> Critical Failure (Out Of Service) <input type="checkbox"/> Serviced
Storz Fitting
<input checked="" type="checkbox"/> Checked and OK <input type="checkbox"/> May Require Future Attention <input type="checkbox"/> Required Immediate Action <input type="checkbox"/> Critical Failure (Out Of Service) <input type="checkbox"/> Serviced
Flange Gasket/O-Ring Seals
<input checked="" type="checkbox"/> Checked and OK <input type="checkbox"/> May Require Future Attention <input type="checkbox"/> Required Immediate Action <input type="checkbox"/> Critical Failure (Out Of Service) <input type="checkbox"/> Serviced
Flange Bolts/Nuts
<input checked="" type="checkbox"/> Checked and OK <input type="checkbox"/> May Require Future Attention <input type="checkbox"/> Required Immediate Action <input type="checkbox"/> Critical Failure (Out Of Service) <input type="checkbox"/> Serviced

Level Grade/Accessibility/Clearance/Obstructions

- Checked and OK May Require Future Attention
 Required Immediate Action Critical Failure (Out Of Service)
 Serviced

Subsurface/Standpipe**Main Operating Valve**

- Checked and OK May Require Future Attention
 Required Immediate Action Critical Failure (Out Of Service)
 Serviced

Water Drainage (Pumped out if Non-Draining)

- Checked and OK May Require Future Attention
 Required Immediate Action Critical Failure (Out Of Service)
 Serviced

Lower Stem

- Checked and OK May Require Future Attention
 Required Immediate Action Critical Failure (Out Of Service)
 Serviced

Standpipe/Shoe Assembly

- Checked and OK May Require Future Attention
 Required Immediate Action Critical Failure (Out Of Service)
 Serviced

General Hydrant Maintenance**Lubrication (Caps, Nozzles, Operating Nut)**

- Checked and OK May Require Future Attention
 Required Immediate Action Critical Failure (Out Of Service)
 Serviced

Hydrant Opened and Closed Completely

- Checked and OK May Require Future Attention
 Required Immediate Action Critical Failure (Out Of Service)
 Serviced

Water Condition

- Checked and OK May Require Future Attention
 Required Immediate Action Critical Failure (Out Of Service)
 Serviced

Paint Condition

- Checked and OK May Require Future Attention
 Required Immediate Action Critical Failure (Out Of Service)
 Serviced

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TOWN OF CLINTON, HUNTERDON COUNTY

RESOLUTION

#127-18

**AUTHORIZING EXECUTION OF AMENDED AGREEMENT WITH
NORTHGATE WEST CONDOMINIUM ASSOCIATION**

WHEREAS, Northgate West Condominium Association, Inc., (the "Association") filed a Petition with the Board of Public Utilities ("BPU"), OAL DOCKET NO. PUC 06947-2017S, seeking a determination by the Court that the Town of Clinton (the "Town") failed to comply with N.J.A.C. 14:9-2.2 with regard to certain fire hydrants located within the Association; and

WHEREAS, parties appeared with counsel for a hearing before Judge Jacob Gertsman, ALJ on February 13, 2018 and placed a settlement on the record, which was approved by Resolution #59-18 of the Town Council dated February 27, 2018; and

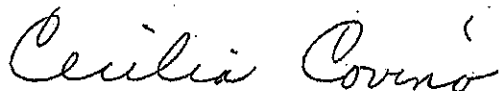
WHEREAS, pursuant to a conference call amongst Judge Gertsman and counsel for the Association and the Town on March 29, 2018, Judge Gertsman advised that the proposed settlement did not meet the requirements of the BPU, which would ultimately have to approve the settlement; and

WHEREAS, the parties engaged in negotiations and on August 20, 2018 appeared before Judge Gertsman again and signed and placed a revised settlement on the record (subject to approval by the Town Council), which is attached hereto; and

WHEREAS, Judge Gertsman advised that, in his opinion, such revised settlement would meet the requirements of the BPU; and

WHEREAS, it is in the best interests of the Town of Clinton to enter into an agreement with Association in the form attached hereto in order to resolve the above-referenced action; and

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the Town of Clinton, Hunterdon County that the Mayor is authorized to execute the agreement in the form attached hereto.



Cecilia Covino, RMC/CMC
Municipal Clerk

DATED: August 28, 2018