



STATE OF NEW JERSEY
Board of Public Utilities
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Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

WATER

IN THE MATTER OF THE VERIFIED PETITION)
OF THE TOWNSHIP OF SOUTH ORANGE)
VILLAGE SEEKING APPROVAL TO ENTER)
INTO A NEGOTIATED CONTRACT FOR)
OPERATION AND MAINTENANCE OF THE)
SOUTH ORANGE WATER SYSTEM WITH)
AMERICAN WATER OPERATIONS AND)
MAINTENANCE, INC. PURSUANT TO THE NEW)
NEW JERSEY WATER SUPPLY PUBLIC-)
PRIVATE CONTRACTING ACT, N.J.S.A. 58:26-)
19 ET SEQ.)

ORDER APPROVING A PUBLIC-
PRIVATE CONTRACT BETWEEN
THE TOWNSHIP OF SOUTH
ORANGE VILLAGE AND
AMERICAN WATER OPERATIONS
AND MAINTENANCE, INC.

DOCKET NO. WO16040310

Parties of Record:

Steven C. Rother, Esq., Post, Polak, Goodsell, MacNeill & Strauchler, P.A., on behalf of the Township of South Orange Village
Stephen R. Bishop, Esq., (Corporate Counsel), American Water Enterprises Group, on behalf of American Water Operations and Maintenance, Inc.
Stefanie A. Brand, Esq., (Director), New Jersey Division of Rate Counsel

BY THE BOARD:

On April 20, 2016, pursuant to the New Jersey Water Supply Public-Private Contracting Act, N.J.S.A. 58:26-19 et seq. ("Water Act"), the Township of South Orange Village ("Petitioner," "Village," or "South Orange") filed a Verified Petition ("Petition") for approval of a contract with American Water Operations and Maintenance, Inc. ("Company" or "American Water") for the operation and maintenance of the South Orange water system.

The Petitioner makes this application in accordance with N.J.S.A. 58:26-24(f) and N.J.S.A. 58:26-25 to the New Jersey Board of Public Utilities ("Board"), the New Jersey Department of Community Affairs, Division of Local Government Services, Local Finance Board ("DCA") and the New Jersey Department of Environmental Protection ("NJDEP" or "DEP").

The Water Act authorizes public entities to enter into contracts with private firms for the provision of water supply services. Water supply services, as defined by the Water Act, mean "the financing, designing, construction, improvement, operation, maintenance, administration, or any combination thereof, of a water supply facility which services are provided pursuant to [the Water Act]." N.J.S.A. 58:26-21. Public-Private Contracts for water supply services must be submitted to the Board for review and approval. However, N.J.S.A. 58:26-25 confines the scope of the Board's review of such contracts to four specific areas. In its review of the contract, the Board shall apply the following criteria in determining whether to approve the contract:

1. The private firm entering into the contract has the financial capacity and technical and administrative experience to ensure continuity of service over the term of the contract and that the standards and requirements contained in the application documents concerning the financial, technical and administrative capacity of the private firm are necessary and sufficient to protect the public interest.
2. The terms of the contract are not unreasonable. In determining whether the terms of the contract are not unreasonable, the Board shall review the fees and charges to be charged or assessed under the contract to determine that they are reasonable to the public entity, taking into consideration all of the obligations undertaken by the private firm and all the benefits obtained by the public entity. In making this determination, the Board shall not use the traditional rate based rate of return methodology.
3. The franchise customers of a public utility participating in a contract are protected from the risks of the proposed contract and that they are not subsidizing the contract. If a private firm is not a public utility, the Board shall ensure that under the terms of the proposed contract the users of water outside of the jurisdiction or service area that will receive water supply services under the contract are also protected from the risks of the contract and that water users outside the jurisdiction or service area are not subsidizing the contract through increased charges, rates or fees for the supply of water.
4. The contract contains the provisions required by paragraphs (1), (2) and (6) of subsection e. of section 5 of P.L. 1995, c. 101 (C. 58:26-23).

[N.J.S.A. 58:26-25(c)]

The Water Act further states that once the Board approves a proposed contract, the jurisdiction of the Board terminates until or unless the contract is amended to change the formula or other basis of determining charges contained therein. N.J.S.A. 58:26-25(c)(4).

It has been held that the sovereign powers of a municipality should not be subordinated to Board jurisdiction "by inference" or "lightly implied." Jersey City Incinerator Authority v. Dept. of Pub. Util., 146 N.J. Super. 243, 255-56 (App. Div. 1976). Rather, a grant of such power "must be firmly anchored in some clear legislative delegation of jurisdiction." Id. at 256. Furthermore, the Board's own enabling statute expressly limits the Board's jurisdiction over contracts of the type under review here to the parameters of the Public-Private Contracting Act. N.J.S.A. 48:2-13 states:

Except as provided in [N.J.S.A. 58:26-25] the Board shall have no regulatory authority over the parties to a contract negotiated between a public entity and a private firm pursuant to [N.J.S.A. 58:26-19 et seq.] in connection with the performance of their respective obligations thereunder. Nothing contained in this title shall extend the powers of the Board to include any supervision and regulation of, or jurisdiction and control over, any public-private contract for the provision of water supply services established pursuant to [N.J.S.A. 58:28-19 et seq.].

In accordance with this legal mandate, the Board has limited the scope of its review to the four criteria set forth above and, for reasons discussed below, concludes that the contract meets the applicable criteria. Because the Legislature has carefully circumscribed the Board's authority over the rates to be charged to end-use customers and other issues, the Board does not make any determination with respect to issues related to the ultimate rates to be charged by the Petitioner to its residents for services.

BACKGROUND/PROCEDURAL HISTORY

South Orange is a municipal corporation within the County of Essex. As the owner and operator of a water supply, transmission and distribution system, pursuant to the County and Municipal Water Supply Act, N.J.S.A. 40A:31-1 et seq., South Orange provides services to its residents.

South Orange has absolute jurisdiction, pursuant to N.J.S.A. 40A:31-1 et seq., to determine the terms and conditions under which it supplies water to customers within its municipal limits. South Orange determined to enter into a contract for services pursuant to the Water Act.

On April 16, 2015, South Orange notified DCA, the DEP and the Board of its intent to enter into a contract with a private firm for a service agreement for the operation, management, maintenance and repair of South Orange's water system pursuant to N.J.S.A. 58:26-23(a).

On April 22, 2015, South Orange issued a notice of its request for proposals ("RFP") of vendors interested in providing a service agreement for the operation and maintenance of South Orange's water system in the Wall Street Journal, Star Ledger, and on April 23, 2015, the News Record. The RFP published was requested and received by the following companies:

Middlesex Water Company
Severn Trent Services
American Water Operations and Maintenance, Inc.
United Water Company

A pre-proposal meeting was conducted on May 7, 2015, which was attended by all four recipients of the RFP. Following the meeting, all interested parties were taken on a tour of all above ground water system assets. Following the tour, all parties reconvened for a question and answer session.

A request was made to extend the date for the submission of proposals. That request was honored via an addendum to the RFP, extending the submission date from June 4, 2015 to August 6, 2015. Interested parties submitted numerous questions in writing. Five separate responses to those questions were submitted to all parties receiving the RFP.

On August 6, 2015, proposals were received from the following:

Middlesex Water Company
American Water Operations and Maintenance, Inc.
United Water Company

On August 14, 2015, South Orange notified the State Agencies of the receipt of proposals. South Orange determined that all of the companies that submitted proposals met the minimum qualifications set forth in the RFP, and began an interview process with all of the companies to better understand the submissions. All interviews were attended by a court reporter who made verbatim transcripts. In order to comply with the non-disclosure requirements of N.J.S.A. 58:26-23c, the proposals, transcripts of interviews and analysis of competing terms have not been attached.

American Water Operations and Maintenance, Inc. was selected for the purpose of negotiations which began in September 2015 and ended on March 2, 2016. South Orange chose American Water over the other competitors because of its financial proposal, technical criteria and financial strength. Also, New Jersey American Water will be supplying water to South Orange in 2017, therefore this contract will enable South Orange to enjoy a seamless transition to integrated water supply, operations and maintenance contracts. American Water Operations and Maintenance, Inc. is a non-regulated affiliate of New Jersey American Water Company ("NJAW"). Both companies are subsidiaries of American Water Works Company, Inc., but NJAW is regulated by the BPU and American Water Operations and Maintenance, Inc. is not.

Provided with the above information, South Orange agreed to enter into a ten-year contract ("Agreement") with American Water and appoints it to operate and manage the South Orange water system, to provide related maintenance, administrative, collection, and customer services to support the operation and management of the water system and to perform all other duties that are set forth in the Agreement to provide services. Three years following the commencement date, the Village may at any time and in its sole discretion terminate this Agreement should it decide to sell the water system.

South Orange obtained a written opinion from its bond counsel, McManimon, Scotland, Baumann, on April 14, 2016 in accordance with N.J.S.A. 58:26-23(g).

A public hearing on the proposed contract with American Water was scheduled for March 21, 2016. Notice of the public hearing was published in the News Record, a newspaper printed and circulated weekly in the Village of South Orange on February 25, 2016. This notice was published pursuant to N.J.S.A. 58:26-24(b).

A public hearing was conducted on March 21, 2016 at the South Orange Performing Arts Center. A verbatim record of the hearing was produced as required pursuant to N.J.S.A. 58:26-24(d). No members of the public requested to speak at the public hearing. Also, it is noted that the hearing was televised.

A resolution was introduced on March 28, 2016 (Ordinance 2016-12) by the South Orange Township Council approving a contract with American Water Operations and Maintenance, Inc. for the operation and maintenance of the South Orange water system.

TERMS OF THE PUBLIC-PRIVATE CONTRACT

South Orange established a contract with American Water to provide an operation and maintenance agreement of South Orange's water system for a 10-year period located in South Orange, NJ.

American Water will provide South Orange with operation and maintenance of its water supply operations as follows:

PHASE 1 – Scope of Services

- a) American Water shall consult with NJAW and the consulting engineers retained by South Orange with respect to all interconnections and the SCADA systems servicing the system. In addition, the Company shall review the system condition report and ten-year capital plan prepared by HDR. Based upon all of the above, the Company shall make recommendations regarding revisions of or improvements to any of the systems components or capital plan.
- b) At such time as NJAW tests its new interconnection, the Company will have in attendance the licensed operator who will be responsible for the System.
- c) American Water shall ensure an inventory of parts and materials necessary to operate and maintain the Water System is assembled and in stock at the Company's Shore Hills Operations Center.
- d) American Water shall prepare a standard operating procedure as a manual.
- e) American Water shall take in its possession all system documentation and be prepared in all respects to assume responsibility for the operation and maintenance of the Water Systems on January 1, 2017.
- f) South Orange shall supply American Water with all available "as-built" records of the system and the Company shall electronically image all assets and have them uploaded into the Company's asset management system.
- g) American Water shall install SCADA equipment at the following locations: Main Reservoir, Crest Drive Standpipe, Newstead Water Sphere, Well #17 and the Aeration Monitoring/Chlorination Building. All SCADA monitoring and control equipment feeds shall be transmitted back to the Company's Short Hills Operations Center Control Room.
- h) American Water shall be responsible for planning and managing the conversion of the customer billing and collection information from the current provider into platform to be used by American Water.
- i) American Water shall analyze all Water System facilities for shock and arc flash hazards, establish safe boundary zones around all electrical equipment, determine what personal protective equipment must be worn within those boundaries and affix proper labeling on electrical equipment where necessary.
- j) American Water shall install proper secondary containment of the sodium hypochlorite stored at the Aeration Monitoring/Chlorination Building, install an American National Standards Institute (ANSI) compliant eye-wash and a spare chemical feed pump.
- k) American Water shall have no obligation under this Agreement to conduct leak survey or leak detection of the South Orange distribution system as part of Phase 1 Scope of Services.

American Water shall be compensated for the Phase I transition services by the submission of invoices for an initial payment of \$50,000 due upon execution of this Agreement; an additional payment of \$125,000, which shall be due on or before July 1, 2016; an additional payment of

\$125,000 due on or before September 1, 2016; and a final payment of \$45,099, or the outstanding balance as mutually agreed upon by the parties, which shall be due on or before December 1, 2016. Payment of the Company's invoices shall be processed by South Orange.

Phase II – Operation and Maintenance Scope of Services

- a) American Water shall provide and pay for all supervision, labor and other personnel and supplies necessary to operate and maintain the System, including but not limited to (1) an operator, licensed as may from time to time be required by the NJDEP or any other applicable regulatory agency, (2) all labor, materials, tools, vehicles, equipment and necessary supervision, (3) all vehicles and equipment, including office equipment, computers, software, and (4) Maintenance items.
- b) American Water shall establish a complete listing of fire hydrants and enter the information into its asset management program. Approximately one-third (1/3rd) of the hydrants shall be inspected and flushed annually. The remaining two-thirds (2/3rd) shall be inspected only, annually. American Water shall paint up to 120 fire hydrants annually on an "as-needed" or "as-requested" by South Orange basis. Should American Water determine that a hydrant has reached the end of its useful life and needs to be replaced, it shall notify South Orange for performing such conversion at the expense of South Orange.
- c) American Water shall perform electronic leak detection on twenty percent (20%) of South Orange's water mains annually commencing on January 1, 2017. In addition, American Water shall replace meters or components thereof, when requested to do so by South Orange. American Water shall be paid for such meter work based upon the Schedule of Values. It is the intent of South Orange to convert to AMI meters. American Water shall be responsible for performing such conversion at the expense of South Orange.
- d) The Company shall keep such records and all pertinent operating date and information relating to the System including accounting and financial records as prudent industry and utility practices would require. The Company shall be obligated to provide South Orange, upon reasonable request, with copies of all operating data, accounting, financial and other information kept by American Water in accordance with the provisions of this contract and applicable law. American Water shall cooperate with South Orange's financial auditors and shall provide to such auditors information reasonably necessary for such auditors to certify the Village's financial statements, including all reports that the auditors to certify South Orange's financial statements, including all reports that the auditors must rely on in accordance with auditing standards to be provided on or before June 30th of each year for the prior calendar year; provided that the Company shall not be obligated to disclose any information not related to the operation and maintenance of the System.
- e) At its cost, American Water shall maintain SCADA systems so as to assure the accuracy of information reported and the effectiveness of system controls. In addition, American Water shall operate and manage System controls so as to make the most cost effective use of water purchased from NJAW pursuant to an agreement between NJAW and South Orange dated January 13, 2015. American Water shall be liable for the additional cost of purchased water resulting from the Company's negligent failure to make use of available supplemental water. The operation and management of system controls shall be performed twenty-four (24) hours a day, seven (7) days a week. To the extent that operation of the system may require notices pursuant to the contract between South Orange and East Orange Water Commission ("EOWC"), the Company shall provide such notice.

- f) American Water shall provide periodic pressure and flow testing of hydrants as may be required by ISO and the South Orange Fire Department. Results of such testing shall be promptly forwarded to the South Orange Fire Department and the Village Engineer.
- g) These system components shall be inspected/maintained on the indicated frequency:
- Valve exercising – Twenty percent (20%) annually.
 - Inspection of above-ground assets – Daily
 - Preventative maintenance of pumps, motors, & generators – Twice annually
 - Generator exercising – Monthly
 - Aeration Facility/ Air Stripper inspection & preventative Maintenance. – Daily
- h) American Water shall provide at its expense all consumables necessary to operate and maintain the system. For purposes of this agreement, “consumables” means oil, grease, vehicle fuel, air filters, belts, paper products, hand soap, counter and floor cleaners, log books, batteries, flow charts, pens, gloves, laboratory testing reagents, pH buffer solutions and other similar materials used in connection with the routine operation of the system. Consumables do not include electricity and natural gas, which are the responsibility of South Orange.
- i) American Water shall at its expense perform or cause to be performed, all water sampling and laboratory testing and analysis required by state and federal statutes and regulations. Reports of the results of such testing and analysis shall be filed with applicable regulatory agencies as required by law. Should any regulatory agency require that notices regarding the operation of the system or water quality be sent to customers, American Water shall prepare such notices for distribution.
- j) American Water shall maintain a maintenance facility within ten (10) miles driving distance of South Orange. In order to perform the scheduled maintenance required by this scope of services, American Water shall at all times during the work week have at least one (1) employee available to respond to Village needs. In addition, the Company shall maintain a telephone number where customers and other interested parties may report emergencies.
- k) American Water shall provide mark-out services as may be required, twenty four (24) hours a day, seven (7) days a week.
- l) On an ongoing basis, American Water shall maintain records of all new service connections and of all revisions and additions to the system, including updates of GIS records of such.
- m) American Water shall file all reports with regulatory agencies required by law. In addition, American Water shall, by the 15th of the month, file a report with the Village Clerk with respect to the previous calendar month that provides at least the following information: (1) system-wide water usage on an mgd and mgm basis; (2) progress made with respect to the schedule maintenance; and (3) CI/RR activities. Emergent Conditions shall be promptly reported to the Village Administrator, Village Engineer or Director of Public Works.
- n) American Water shall promptly undertake any CI/RR of an emergent nature. The Company shall be paid for such work based upon the schedule of values. All other CI/RR needs shall be promptly reported to the Village engineer. The Village engineer, in his discretion, may direct the Company to undertake the CI/RR work for payment based upon the schedule of values. Alternatively, the Village engineer may arrange to publicly bid the work to third parties. If the work is performed by a third party and the all-in cost of the work is \$500,000 or less, American Water upon the request of South Orange, shall coordinate such for South Orange for a fee of fifteen percent (15%) of the contract

amount. If however, the all-in cost of the work to be performed by a third party is in excess of \$500,000, and South Orange wants the Company to coordinate such work, American Water shall provide it at South Orange's request, a fee proposal for those services.

- o) American Water shall perform such shut-off and turn-off services as South Orange may direct.
- p) American Water shall maintain inventory levels at a commercially reasonable sufficient to meet South Orange needs.
- q) During the first year of operations, American Water shall draft an asset management program for review and approval for South Orange.

The fee paid to American Water by South Orange for Phase II will be \$62,158 per month and shall not include payments made to American Water for CI/RRs and shall be paid to American Water in arrears commencing on January 1, 2017. Payment shall be made after a properly executed voucher has been received by South Orange and formally approved on the bills list by the Board of Trustees at its subsequent regular meeting.

The monthly fee is intended to cover all costs for all services provided for in this Contract (including maintenance items and scheduled maintenance) other than for CI/RRs or for costs specifically identified as being the responsibility of South Orange pursuant to the terms of this agreement.

No current employees of South Orange will be affected by the negotiated contract, as South Orange has outsourced its water operations for over 20 years and has no current water employees.

South Orange's preliminary projections indicate the rate charged to consumers will remain the same as the current rate charged by the East Orange Water Commission, \$5.92 per ccf or the equivalent rate of \$7.91 per 1,000 gallons. At present, South Orange anticipates the annual increases over the term of the agreement will not exceed the annual rate of inflation.

On April 19, 2016, the Petitioner submitted a Hearing Report to the DEP, which, pursuant to N.J.S.A. 58:26-25(a), must complete its review and submit its comments to the Board and DCA within 60 days of its receipt thereof.

By letter dated June 8, 2016, the New Jersey Division of Rate Counsel filed comments and advised the Board that it did not object to the Public-Private contract and was not opposed to the Board's approval of the Petition. Also, by correspondence dated June 9, 2016, counsel for Petitioner advised Board Staff that the Maplewood governing body had formally received South Orange's report on changing its water supply company and had made no comment on the proposed contract.

On June 24, 2016, counsel for Petitioner forwarded to the parties an electronic mail from DEP wherein DEP advised that it had "reviewed the South Orange Hearing Report as required by the NJ Water Supply Public-Private Contracting Act (NJSA 58:26-24) and has found that is in compliance with the Act."

DISCUSSIONS AND FINDINGS

After review of the record herein, the Board **FINDS** that the statutory criteria listed hereinabove have been met.

1. American Water Operations and Maintenance, Inc. has the financial capacity, technical and administrative experience to ensure continuity of service over the term of the contract. N.J.S.A. 58:26-25(c)(1). American Water Operations and Maintenance, Inc., is a Texas corporation whose offices are located at 1025 Laurel Oak Road, Voorhees, NJ 08043. American Water was formed in 1996 and has been providing contract operations to municipal clients since its formation. American Water has operated water treatment plants and distribution systems and wastewater collection systems and treatment plants of various sizes across the United States, from plants rated at over 100 million gallons per day to facilities serving small residential communities. In addition, American Water is an operating entity for American Water's Contract Service group, which currently manages more than 40 operation and maintenance contracts across the U.S.
2. The terms of the contract are not unreasonable given the services that are to be performed by American Water. N.J.S.A. 58:26-25(c)(2). The Board believes that under the circumstances of this matter and as set forth in the contract, a 10-year term with an additional five year option if the Parties agree is appropriate.
3. N.J.S.A. 58:26-25(c)(3) is intended to protect franchise customers outside of South Orange. All but one of South Orange's customers are located within South Orange's boundaries.¹ Thus, there is no subsidization of customers outside the municipal boundaries.
4. The contract contains provisions addressing the following:

N.J.S.A. 58:26-23(e)(1): The charges, rates, fees or formulas to be used to determine the charges, rates, or fees to be charged by the public entity for the water supply services to be provided.

N.J.S.A. 58:26-23(e)(2): The allocation of the risks of financing and constructing planned capital additions or upgrades to existing water supply facilities are incorporated.

N.J.S.A. 58:26-23(e)(6): The employment of current employees of the public entity whose positions of employment will be affected by the terms of the contract are addressed.

Therefore, based upon the above, the Board **HEREBY APPROVES** the Public-Private Contract between the Township of South Orange Village and American Water Operations and Maintenance, Inc. subject to the following provisions:

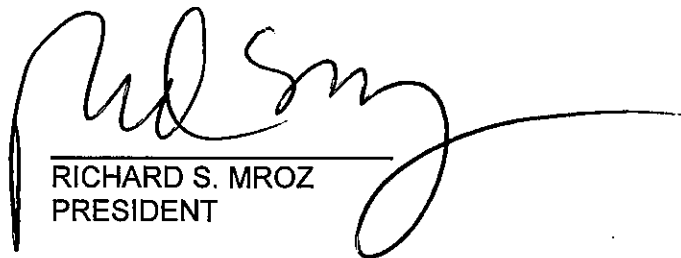
¹ South Orange serves a condominium complex located at 616 South Orange Avenue in Maplewood, New Jersey. The condominium is treated like any other multifamily structure, with a single 4-inch service line and meter that is charged at the same rate that any other similarly situated customer in South Orange would be charged. How the condominium would be treated under the American Water contract would not change. N.J.S.A. 40A:31-1 provides jurisdiction over the "outside" customers of municipally owned water utilities that serve 1,000 or more individually billed customers in another municipality. South Orange is not subject to the Board's jurisdiction because the condominium is South Orange's only "outside" customer.

1. South Orange, within ten (10) days of receipt of this Order, shall submit the approval of the Local Finance Board within the Division of Local Government Services in the Department of Community Affairs, as required by N.J.S.A. 58:26-25(a).
2. South Orange shall obtain the final opinion of Bond Counsel, pursuant to N.J.S.A. 58:26-23(g) and submit the same to the Board within thirty (30) days of closing on the proposed Public-Private Contract.
3. South Orange shall notify the Board if the proposed Public-Private Contract is not executed within forty-five days (45) of the date of this Order and advise as to why such contract has not been executed.
4. Any extension of the contract beyond the 10-year term pursuant to N.J.S.A. 58:26-25(c)(4), and any amendment of the contract to change the formula or other basis of determining charges contained therein, shall be subject to Board review and approval.

This Order shall be effective on July 9, 2016.

DATED: 6/29/16

BOARD OF PUBLIC UTILITIES
BY:




RICHARD S. MROZ
PRESIDENT



JOSEPH L. FIORDALISO
COMMISSIONER



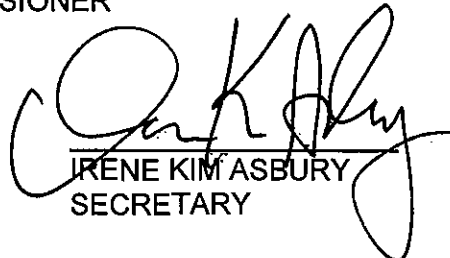
MARYANNA HOLDEN
COMMISSIONER



DIANNE SOLOMON
COMMISSIONER

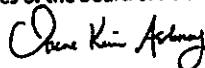


UPENDRA J. CHIVUKULA
COMMISSIONER

ATTEST: 

IRENE KIM ASBURY
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 THE VERIFIED PETITION OF THE TOWNSHIP OF SOUTH ORANGE VILLAGE SEEKING APPROVAL TO ENTER INTO A NEGOTIATED CONTRACT FOR OPERATION AND MAINTENANCE OF THE SOUTH ORANGE WATER SYSTEM WITH AMERICAN WATER OPERATIONS AND MAINTENANCE, INC. PURSUANT TO THE NEW JERSEY WATER SUPPLY PUBLIC-PRIVATE CONTRACTING ACT, N.J.S.A. 58:26-19 et seq. BPU DOCKET NO. WO16040310

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