

**Regular Meeting - Agenda**  
Wednesday, January 17, 2018  
5:30 PM  
Mayor's Conference Room

Egg Harbor Township MUA  
3515 Bargaintown Road  
Egg Harbor Township, NJ 08234  
(609) 926-2671

**Opening Statement Pursuant to the Open Public Meetings Act**

**Roll Call**

**Flag Salute**

**General Public Discussion**

**Applications / Project Status**

**Resolution Memorialization**

- ~ Resolution # 1 – 2018  
Egg Harbor Township MUA / Linwood Inter-local Agreement

**Engineer Report**

- ~ Amendment to ACUA Interlocal Agreement

**Treasurer's Report**

- ~ Resolution # 2 – 2018  
Approve Bill List for Operating Account
- ~ Resolution # 3 – 2018  
Approve Bill List for Developer Account

**Administrative Report**

- ~ Resolution # 4 – 2018  
Atlantic County Co-Op
- ~ December 2017 minutes
- ~ Resolution # 5 – 2018  
December 2017 Adjustments

**Other Business (not listed on the Agenda)**

**Closed Session (If Necessary)**

**Adjournment**

*Formal action may or may not be taken.*

January 17, 2018  
Meeting Minutes

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Chairman Michael Duffy read the Opening Statement pursuant to the Open Public Meetings Act and called the meeting to order at 5:30 PM.

<b>Roll Call:</b>	Michael Duffy, Chairman	present
	Charles Pfrommer, Vice-Chairman	present
	H. Chris Schwemm, Treasurer	present
	Theresa Prendergast, Secretary	absent
	Theresa Moschetto, Commissioner	absent
	Anthony DiDonato, Alternate Commissioner	present

Vincent Polistina, Engineer and John Ridgway, Solicitor were in attendance. Elaine Super, Authority Clerk was also present. Mrs. Prendergast and Mrs. Moschetto were excused.

#### **General Public Discussion**

There was no public in attendance. Mr. Pfrommer made a motion to close the public portion of the meeting, second by Mr. Schwemm, all voted yes.

#### **Action Memorialized**

~ Resolution #1 – 2018 [Egg Harbor Township MUA / Linwood Inter-local Agreement]  
Mr. Pfrommer motioned, Mr. Schwemm seconded, to memorialize the action taken at the December 2017 meeting authorizing the signing of the Inter-local Agreement. All voted yes.

**Engineer** – The written engineer’s report is attached and is a part of these minutes. An amendment to ACUA Inter-local Agreement to include Linwood’s ten (10) pump stations was presented for signature. Mr. Schwemm made a motion to authorize the Chairman to sign the agreement. This was seconded by Mr. Pfrommer and all voted in favor.

Mr. Polistina reported that there were no major issues regarding the pump stations with the storm two weeks ago. He also advised the Authority of his need to utilize the MUA truck to assist with plowing on Pond Road and the driveway of one of his employees. This employee was assisting the MUA with pump station issues and his stuck vehicle needed to be removed from the unplowed roadway. It was agreed that Mr. Polistina’s concern for the MUA’s stations warranted the plowing.

#### **Treasurer**

~ Resolution #2 – 2018

Motion Mr. Schwemm, seconded by Mr. Pfrommer to approve the bill list for the Operating Account. All voted yes.

~ Resolution #3 – 2018

Motion Mr. Schwemm, seconded by Mr. Pfrommer to approve the bill list for the Developer Account. All voted yes.

The Treasurer's report, provided by Mr. Schwemm, was accepted by the Authority.

**Administrative**

~ Resolution #4 – 2018 [Atlantic County Co-op]

After many months of research and information gathering, a resolution to join the Co-op has been prepared. Mr. Ridgway provided a brief overview of activity leading to this point and it is now expected that the Authority will be able to benefit from the next energy bid expected in the summer of 2018. Mr. Schwemm made a motion, seconded by Mr. Pfrommer to approve the joining of the Atlantic County Co-op. All voted yes.

Mr. Schwemm questioned the status of the FAA agreement. Mr. Ridgway advised that the extension signed in December was for only 6 months so he continues to work with their representatives to finalize the agreements. There continues to be debate on whether the Authority should build a new station or upgrade the existing station.

Mr. Pfrommer motioned to approve the December minutes. This was seconded by Mr. DiDonato and all present voted yes except Mr. Schwemm who abstained.

~ Resolution #5 – 2018

Motion made by Mr. Schwemm, seconded by Mr. Pfrommer to approve the December 2017 account adjustments. All voted yes.

A motion to adjourn the meeting was made by Mr. Pfrommer, seconded by Mr. Schwemm at 6:00 pm. All voted yes.

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Charles Pfrommer, Assistant Secretary

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Prepared by Elaine Super, Authority Clerk

Date Approved: February 21, 2018

**Engineer's Report**  
**Egg Harbor Township MUA**  
**January 17, 2018**

**Engineering Projects**

**1. Emergency Maintenance Contract**

Kline Construction completed traffic control for the extension along English Creek Avenue, and we have also received the billing for the work completed last month involving the Anchorage Poynte force main.

We have recommended payment in the amount of \$11,956.13 from the Operating Account for the work completed.

**2. ACUA Contract Administration**

The maintenance logs from the ACUA have been normal over the past month. They repaired a broken impeller bolt on pump no. 1 at the Willowbrook station, and noted an increase in rags at several stations in the last weekly report. The ACUA also forwarded the valve exercise report. All valves were checked and exercised within the last few months.

There are currently three stations operating with only a single pump. They are Storybook, Delaware and Island Inn. We are awaiting the delivery of the replacement pump from KSB for the Delaware station within the next several days. The Island Inn replacement has been ordered and we are waiting for a repair quote from Willier for the pump from the Storybook station.

A new Barnes pump was ordered for the Lakeside station last month. The existing pump was in very bad condition and in need of replacement. The total cost was \$4,925.00.

**3. Wet Well Cleaning Contract Administration**

Caprioni Family Septic completed the normally scheduled basket and wet well cleanings this past month. They also completed preventative maintenance jetting in several areas selected by the Authority Operator.

We have recommended a payment in the amount of \$9,452.25 from the Operating Account for the work completed in December.

#### 4. Spills

The Authority experienced a single spill incident within the last month, occurring earlier this week. The spill resulted from a cracked fitting in the two-inch (2") common force main that runs along Fire Road servicing the businesses from NJAWC up to and past Hingston Avenue.

The Authority Emergency Contractor, Kline Construction, was dispatched to expose the leaking area and make the necessary repair. Caprioni Family Septic was also utilized to remove all residual wastewater. We estimate 200 gallons were lost.

#### 5. Trailer Park Pump Station Replacement

The design plans and bid specifications will be completed later this week and we expect to receive bids prior to the February meeting.

#### 6. Greater Zion Park Lateral and Cleanout Repair

Our office is finalizing the bid plans and specifications for the repair or location of the cleanouts within the wastewater basin. We expect to have the project ready for bid later this month.

#### 7. Gravesmith Drive Sanitary Sewer Extension

The Treatment Works Application has been submitted to the NJDEP for the proposed extension along Gravesmith Drive. We expected approvals to be granted within 70-90 days.

The Authority received notification from the County Engineer's office of their plans to resurface Washington Avenue between Fire and New Roads this coming Spring. Based on the County's schedule we are obtaining pricing from the Authority Emergency Contractor, Kline Construction, to install the required manhole in Washington Avenue and extended the main beyond the limits of the County paving project.

#### 8. 2018 Video Inspection & Main Cleaning

The bid plans and specifications are expected to be finalized this week and we anticipate receiving bids prior to the February meeting.

#### 9. Miami Pump Station Elimination

With the change of scope approved by FEMA our office is in the process of submitting updated CAFRA and TWA applications to the NJDEP to reflect the additional work.

#### 10. FEMA HMGP - Generator Project

The Authority Clerk and our office met with the representative from NJ Office of Emergency Management last month to close out the generator project. All of the required information was submitted and we anticipated the full grant funding of \$75,000.00 will be received within the next few weeks.

Developer Projects

Extension Applications

None

Connection Applications

None

Change of Use Applications

None

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Vince Polistina  
Authority Engineer

**EGG HARBOR TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**

**RESOLUTION No. 1 - 2018**

A RESOLUTION APPROVING AN INTERLOCAL SERVICES AGREEMENT BETWEEN THE EGG HARBOR TOWNSHIP MUNICIPAL UTILITIES AUTHORITY AND THE CITY OF LINWOOD TO PROVIDE SANITARY SEWER SYSTEM INSPECTIONS, ROUTINE MAINTENANCE, EMERGENCY RESPONSE AND ADDITIONAL SERVICES FOR THE CITY OF LINWOOD AND AMENDMENT TO INTERLOCAL SERVICES AGREEMENT BETWEEN EGG HARBOR TOWNSHIP MUNICIPAL UTILITIES AUTHORITY AND ATLANTIC COUNTY UTILITIES AUTHORITY

**WHEREAS**, the Egg Harbor Township Municipal Utilities Authority (the "Authority") and the City of Linwood are desirous of entering into an Interlocal Services Agreement with for Sanitary Sewer System Inspections, Routine Maintenance, Emergency Response and Additional Services for the City of Linwood; and

**WHEREAS**, a proposed Agreement for Sanitary Sewer System Inspections, Routine Maintenance, Emergency Response and Additional Services has been prepared in the form attached hereto as Exhibit A;

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners of the Authority that an Interlocal Services Agreement with the City of Linwood for Sanitary Sewer System Inspections, Routine Maintenance, Emergency Response and Additional Services for the City of Linwood be and is hereby approved for an annual amount of \$140,000.00 commencing on January 1, 2018 and terminating on December 31, 2021.

**BE IT FURTHER RESOLVED**, that the Interlocal Services Agreement between the Authority and the Atlantic County Utilities Authority for Agreement for Sanitary Sewer System Inspections, Routine Maintenance, Emergency Response and Additional Services shall be amended to include the Services to be provided by the Authority to the City of Linwood in the form attached hereto as Exhibit B.

I, Charles Pfrommer, Assistant Secretary for the Egg Harbor Township Municipal Utilities Authority do hereby certify that the foregoing Resolution was duly approved at the regular meeting of the Egg Harbor Township Municipal Utilities Authority held the 17th day of January, 2018 at the Municipal Building, Egg Harbor Township, New Jersey at 5:30 p.m.

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Charles Pfrommer, Assistant Secretary

# EXHIBIT A

INTERLOCAL SERVICES AGREEMENT  
BETWEEN  
EGG HARBOR TOWNSHIP MUNICIPAL UTILITIES AUTHORITY  
AND  
CITY OF LINWOOD  
for  
SANITARY SEWER SYSTEM INSPECTIONS, ROUTINE MAINTENANCE, EMERGENCY RESPONSE AND ADDITIONAL SERVICES

This Agreement is made this 20<sup>th</sup> day of December, 2018 by and between the Egg Harbor Township Municipal Utilities AUTHORITY with offices located at 3515 Bargaintown Road, Egg Harbor Township, New Jersey 08234 (referred to as the "AUTHORITY") and the CITY OF LINWOOD (referred to as "LINWOOD") with principal offices located at 400 West Poplar Avenue, Linwood, New Jersey 08221.

- PURPOSE OF AGREEMENT** – LINWOOD requires certain Inspection, Routine Maintenance, and Emergency Response Services in connection with its sanitary sewer system and pumping stations (the "System"). The AUTHORITY has available staff and certain contracted service providers to oversee, operate, maintain and respond to conditions affecting the System. The AUTHORITY agrees to utilize its staff and service providers to operate, maintain and respond to LINWOOD's System (the "Included Services") in exchange for payment by LINWOOD of the Annual Maintenance Fee ("AMF") and the AUTHORITY staff and service providers shall be available to perform certain Additional Services (the "Additional Services") for the benefit of LINWOOD's System in exchange for payment by LINWOOD over and above the AMF. The Included Services and Additional Services are collectively referred to as the "Services". The physical locations of the LINWOOD Pumping Stations servicing the System are attached hereto as Schedule "A". This Agreement shall set forth: the Services to be provided to LINWOOD by the AUTHORITY; the payment terms; and other rights and obligations of the parties in connection with the delivery and receipt of the Services. LINWOOD shall designate a Sewerage Chairman authorized to make decisions on behalf of LINWOOD for purposes of this Agreement (the "Representative").
- SERVICE PROVIDERS** – The AUTHORITY has existing contractual relationships with various entities that perform services related to the AUTHORITY's sanitary sewer system including the Atlantic County Utilities Authority and others (the "Service Providers"). The AUTHORITY also has employees and contracted staff that perform services in connection with the AUTHORITY's sanitary sewer System (the "Staff"). The AUTHORITY shall have the right, in its sole and absolute discretion to engage the Service Providers and/or staff or any combination of them to perform the Services herein. The AUTHORITY shall have the right to terminate and/or change the Service Providers and Staff without notice to LINWOOD.
- TERM OF AGREEMENT** – This Agreement shall commence on January 1, 2018 (the "Effective Date") and shall terminate December 31, 2021 unless extended or terminated by parties as set forth herein. Either the AUTHORITY or LINWOOD may terminate this Agreement with 60 days advance written notice on the anniversary of the Effective Date with or without cause. The parties may mutually agree to extend this Agreement at any time prior to termination.
- INCLUDED SERVICES** – In exchange for the payment of the Annual Maintenance Fee (the "AMF") as described in more detail below, the AUTHORITY shall provide to LINWOOD the "Included Services" which shall generally consist of Inspection Services; Routine Maintenance Services; and Emergency Response Services related to pump stations, mainlines and sewerage collection systems below ground located within the public right of way as set forth below:



- Weekly Pump Station Inspections for 10 stations.
- Weekly Pump Station Inspection Report.
- Weekly inspections of control systems, including but not limited to float valves and switches.
- Removal and replacement of pumps to clear rags or other debris as required.
- Weekly check of alarm systems.
- Quarterly inspection of electrical systems.
- Quarterly electrical meggar readings of pumps.
- Annual evaluation of gate and / or check valves.
- Receiving emergency calls and response for all pump stations as required.
- Delivery and hook-up of Linwood's portable generator power as required.
- Cleaning of wet wells (up to 90 total annual cleanings).
- Mark-Outs.
- Emergency response to all back-ups or other complaints relating to the System within 2 hours of complaint and to be provided on a 24/7 basis.
- Plunge off of City cleanouts to address back-ups as required.
- Periodic inspections of manholes.
- Periodic inspections of cleanouts within the system.
- Licensed Operator coverage.
- Oversight of Service Providers and Staff.
- Real time remote monitoring, once Linwood has that capability.

5. **ADDITIONAL SERVICES BEYOND THE INCLUDED SERVICES** – The AUTHORITY staff and/or the Service Providers shall be available to LINWOOD to render Additional Services beyond the Included Services set forth above. Payment for Additional Services shall not be included in the AMF. Generally, the Additional Services may be suggested by the AUTHORITY as a result of the AUTHORITY's rendering of the Included Services in weekly reports or through other means of communication to LINWOOD or the Representative from time to time for the various components of the System. LINWOOD or the Representative may also suggest the rendering of Additional Services by the AUTHORITY.

For repairs or replacements which do not pose an immediate threat to the continued operation of the System in the reasonable determination of the AUTHORITY after consultation with the Representative, the work will be performed in accordance with an agreed upon schedule and price and will not commence without written approval of the Representative.

If there are any emergent issues that require immediate attention, the AUTHORITY is authorized to address the emergent issue with notice to the Representative regarding the issue that requires immediate attention.

6. **RENOVATIONS AND MAJOR REPLACEMENTS** - Renovations, modifications and improvements to the System may be recommended in order to improve the reliability or operation of the System, when maintenance of the equipment is impractical, or when parts for the equipment are no longer readily available. The AUTHORITY will provide LINWOOD with a written price quotation for labor and parts for this type of work.
7. **FORCE MAJEURE** - "Force Majeure," as used in the Agreement, means causes or events beyond the reasonable control of, and without the fault or negligence of, the Party claiming Force Majeure, including, without limitation, Acts of God; sudden actions of the elements such as floods, hurricanes or tornadoes; sabotage;

terrorism; war; riots; strikes; labor disputes; and actions by federal, state, municipal or any other government or agency (including the adoption or change in any rule or regulation or environmental constraints lawfully imposed by federal, state or local government bodies), but only if such actions or failures act to prevent or delay performance. Force Majeure does not include changes in market conditions. Neither Party shall, be responsible or liable for any delay or failure in its performance hereunder due solely to conditions or events of Force Majeure, provided that: (a) the non-performing Party gives the other party prompt written notice describing the particulars of the occurrence of the Force Majeure; (b) the suspension of performance is of no greater scope and of no longer duration than is directly caused by the Force Majeure; (c) the non-performing Party proceeds with reasonable diligence to remedy its inability to perform and provides weekly progress reports to the other Party describing actions taken to end the Force Majeure; and (d) when the non-performing Party is able to resume performance of its obligations under this Agreement, that Party shall give the other party written notice to that effect. In no event shall any delay or failure of performance caused by any conditions or events of Force Majeure extend this Agreement beyond its term.

8. **NOTIFICATIONS** – THE Representative shall be notified by the AUTHORITY at least three (3) days prior to the initiation of repair and preventive maintenance work, other than in an emergency. In the event of an emergency, the AUTHORITY shall apprise the Representative of the actions taken to respond to the emergency.
9. **ANNUAL MAINTENANCE FEE** –LINWOOD shall pay the AUTHORITY an Annual Maintenance Fee (“AMF”) of \$140,000.00 for performance of the Included Services. The AMF shall be paid by LINWOOD to the AUTHORITY without invoice or demand in equal quarterly payments by the fifteenth (15<sup>th</sup>) day of the months of January, April, July, and October (the “Due Date”) of twenty-five (25%) percent of the AMF. The AUTHORITY shall provide invoices reflecting charges for Additional Services promptly after they are rendered. The AMF and Additional Services invoices shall be due and payable by LINWOOD upon the earlier of the Due Date or fifteen (15) days from presentation. Failure to pay amounts due within thirty (30) days shall result in the imposition of a finance charge in the amount of 1 1/2% per month (18% per annum).

The AMF will be adjusted if an additional pumping station is placed in service or when an existing station is removed from service. For example, when any new station is placed into service, the cost for maintenance services for the additional station shall be calculated by dividing the AMF by the number of stations currently in service. The result is a current cost per station and is the amount that will be added to the AMF, prorated for the first year to the month the station is put into service.

The AMF shall include all labor, tools, pump lifting equipment, precision and test instruments, lubricants, oil grease, supervision and all else necessary to perform the Included Services. The AMF shall include preparation of weekly inspection reports and all travel time for the Included Services.

The AMF shall be adjusted on an annual basis by the positive change in the Philadelphia-Wilmington-Atlantic CITY CPI as calculated from August to August. The CPI increase shall apply to the AMF in effect as of January 1 following the November 1st calculated adjustment. The first adjustment shall become effective January 1, 2019 and then for each year thereafter.

10. **MATERIALS AND WORKMANSHIP** – All work shall be performed in a first class, workmanlike manner, by a competent individual familiar with the Pumping Stations.

11. **COMPLIANCE WITH LAW** – LINWOOD and the AUTHORITY agree to comply with all applicable Federal, State and local statutes and regulations in the performance of this Agreement. Both Parties recognize that Federal, State and County officials may curtail and excuse the ability to perform under the agreement during periods of emergencies.
12. **INDEMNIFICATION** –
- A. LINWOOD hereby agrees to indemnify and keep indemnified, and hold and save harmless the AUTHORITY, its Directors, Officers, Board Members, agents and employees from and against all demands, claims, loss, costs, damages, expenses and attorney’s fees, and any and all liability therefore, alleged to have been sustained or incurred by them, either directly or indirectly, by reason of or in consequence of or in connection with any act or omission of LINWOOD in connection with its rights and obligations pursuant to this Agreement.
- B. The AUTHORITY hereby agrees to indemnify, hold and save harmless LINWOOD and its agents and employees, from and against all demands, claims, loss, costs, damages, expenses and attorney’s fees whatsoever, and any and all liability therefore, alleged to have been sustained or incurred by them, either directly or indirectly, by reason of or in consequence of or in connection with any act or omission of the AUTHORITY in connection with its rights and obligations pursuant to this Agreement. The aforesaid obligation to indemnify shall not extend to any fines or penalties imposed upon LINWOOD by reason of any violation of any regulatory standard by LINWOOD unless the negligence or misconduct of the AUTHORITY was the proximate cause of such violation.
13. **INSURANCE** – Both LINWOOD and the AUTHORITY shall maintain insurance with General Liability limits of at least \$1 million per occurrence and \$2 million dollars in the aggregate and provide each other the certificates of insurance throughout the duration of the Agreement.
14. **MISCELLANEOUS** – LINWOOD shall pay for all permits and inspection fees required for the performance of the routine maintenance. It shall be the AUTHORITY’s responsibility to file and process all applications and permits, the cost of which shall be included in the AMF. In the event permits and inspection fees are required as a result of emergency repairs and major replacements, the AUTHORITY will charge labor according to the attached Schedule “B” to process the applications and permits. The AUTHORITY shall perform an annual audit of its books and records.
15. **SEVERABILITY** – This Agreement shall be deemed severable. In the event that any part of this Agreement is declared void by a court of competent jurisdiction or by any regulatory agency, the remaining parts of this Agreement shall remain in full force and effect unless the result of the declaration of invalidity shall be to frustrate the purpose for which this Agreement was entered into.
16. **DEFAULT** – In the event the AUTHORITY is notified of a default of the Agreement and the default or failure shall be uncured for a period of fifteen (15) consecutive scheduled working days, LINWOOD may, at its option, declare this Agreement in default. Nonperformance and default of its obligations by the AUTHORITY, at the option of the LINWOOD shall be sufficient cause for LINWOOD to terminate the agreement. Non-payment when due of invoices and vouchers tendered to LINWOOD by the AUTHORITY shall be deemed a material breach of the Agreement and at the option of the AUTHORITY, be sufficient cause for the AUTHORITY to terminate the agreement.

17. **ENTIRE AGREEMENT** – This Agreement and the attached Schedule constitutes the entire understanding between the parties hereto and no variance or modification hereto shall be valid or enforceable, except by an amendment or supplemental agreement, in writing, executed or approved in the same manner as this Agreement.

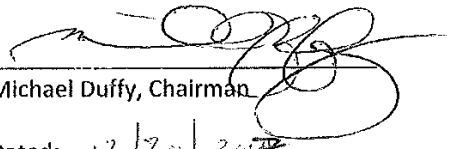
18. **BINDING EFFECT** – this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their duly authorized representatives as of the day and year first above written.

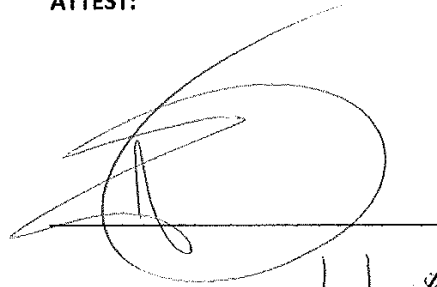
**[SIGNATURES TO FOLLOW]**

**EGG HARBOR TOWNSHIP**


**MUNICIPAL UTILITIES AUTHORITY**

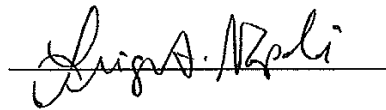
  
\_\_\_\_\_  
Michael Duffy, Chairman  
Dated: 12/20/2018 (2)

**ATTEST:**

  
\_\_\_\_\_  
Dated: 12/20/2018 7 (2)

**THE CITY OF LINWOOD**

  
\_\_\_\_\_  
Dated: 12-13-17

  
\_\_\_\_\_  
Dated: 12-13-17

**Schedule "A" Pump Station List**

1. Poplar
2. High School (Mainland)
3. Barr
4. Patcong
5. Georgetown
6. Ocean Heights
7. Seaview
8. Fischer Greene
9. Fischer Woods
10. West Avenue

**Schedule "B" Miscellaneous Time and Material Rates for 2018 Calendar Year\***

**\*Rates to be adjusted annually as specified in EHTMUA contracts**

	Normal Rates	Emergency Rates
<b>Pump Station Maintenance (Atlantic County Utilities Authority)</b>		
Mechanic	\$54.77	\$71.00
Electrician	\$54.77	\$71.00
Supervisor	\$73.04	\$94.34
Vactor	\$236.36	\$273.89
<b>Wet Well Cleaning Contract (Current Contractor Caprioni Family Septie)</b>		
Maintenance Jetting	\$65.00	\$75.00
By-Pass Pumping	\$65.00	\$75.00
Miscellaneous Repair	\$50.00	\$50.00
<b>Emergency Repairs (Current Contractor Kline Construction)</b>		
Foreman	\$107.63	\$161.45
Laborer	\$102.50	\$153.75
Equipment Operator	\$125.05	\$187.58
Backhoe / Loader	\$20.50	\$20.50
Excavator	\$25.63	\$25.63
Cleanout Repair	\$1,076.25	\$1,076.25
Manhole Frame Replacement (City Roads)	\$1,435.00	\$1,742.50
Manhole Frame Replacement (County Roads)	\$1,435.00	\$1,906.50
Manhole Frame Replacement (State Roads)	\$1,768.13	\$2,050.00

**EXHIBIT B**

**RIDER TO  
THE INTERLOCAL AGREEMENT WITH  
THE EGG HARBOR TOWNSHIP MUNICIPAL UTILITIES AUTHORITY  
FOR SANITARY SEWER SYSTEM INSPECTIONS,  
ROUTINE MAINTENANCE,  
EMERGENCY RESPONSE AND ADDITIONAL SERVICES**

This Rider, made as of this 21st day of December, 2017, by and between the Atlantic County Utilities Authority (the Authority) and the Egg Harbor Township Municipal Utilities Authority (EHTMUA) to an agreement between them as of December 15, 2016 (the AGREEMENT), with respect to providing Sanitary Sewer System Inspections, Routine Maintenance, Emergency Response and Additional Services is amended as follows:

1. Schedule "A" Pumping Station List shall be amended to include ten (10) pumping stations owned by the City of Linwood.
2. Effective January 1, 2018, EHTMUA will pay the ACUA \$6,065.70 annually for each pump station.
3. Emergency Responses Services include the response to after hour calls. ACUA furnishes weekly reports concerning the need to address repair issues that would reduce or eliminate call-outs. In the event issues that are contained in the reports are not addressed in a timely manner and result in repetitive call-outs for the same circumstance, ACUA reserves the right to consider the excessive call-outs as under the Additional Services Beyond the Included Services section of the agreement and will be billed accordingly. Prior to issuing any such invoice the ACUA will discuss the situation with the EHTMUA.

All provisions of the Agreement which are not expressly modified in this Rider shall remain in full force and effect.

ATTEST:

EGG HARBOR TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY

\_\_\_\_\_  
By:  
Dated: \_\_\_\_\_

\_\_\_\_\_  
By:

ATTEST:

ATLANTIC COUNTY UTILITIES  
AUTHORITY

\_\_\_\_\_  
BRIAN G. LEFKE, SECRETARY  
Dated: \_\_\_\_\_

\_\_\_\_\_  
RICHARD S. DOVEY, PRESIDENT

**EGG HARBOR TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

**RESOLUTION # 2 – 2018**

**Resolution authorizing payment of all bills out of the Operating Account**

**BE IT RESOLVED**, by the Municipal Utilities Authority that all bills as enumerated on the attached list of bills are hereby authorized to be paid.

Dated: January 17, 2018

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Charles Pfrommer, Assistant Secretary



**Egg Harbor Township Municipal Utilities Authority**  
**Checks Written - Operating Account**  
**As of January 17, 2018**

01/17/18

Accrual Basis

Num	Name	Memo	Amount
<b>Operating Account</b>			
		February Payroll	-35,769.28
TEPS	State of NJ Health Benefits	Health & Rx - January 2018	-11,631.27
10140	Egg Harbor Township	Dental Benefits - January 2018	-514.95
10141	American Water Capital Corp	Customer No. 305657	-294.01
10142	Mossman's Business Machines	Invoice # 4034	-33.66
10143	Press of Atlantic City, The	Acct. # 8000571	-5.88
10144	UPS Store, The	Invoice # 5698 & 5702	-750.00
10145	W.B. Mason Co., Inc.	Customer No. C2165338	-22.58
10146	Arthur R. Henry, Inc.	Invoice # 439022	-11,213.57
10147	Egg Harbor Township Police Depar...	Invoice # 1052	-3,750.00
10148	Joe & Jack's Auto Repair	Oil & Filter - 2011 Truck	-76.03
10149	Kline Construction Co. Inc.	Account No. 1417	-9,823.16
10150	Mission Communications, LLC	Invoice # 1013239	-2,460.75
10151	One Call Concepts, Inc.	Account # 12-EGC	-350.00
10152	Xylem Dewatering Solutions, Inc.	Invoice # 400763161	-1,222.00
10153	AT & T	Acct. # 020 595 7994/5499	-60.89
10154	Atlantic City Electric	multiple accounts	-12,400.22
10155	New Jersey American Water Co.	multiple accounts	-473.43
10156	South Jersey Gas	Acct: 11341704119 & 11338452912	-126.03
10157	Verizon	Acct. #201 Z42 0142 999 78 Y	-142.27
10158	Verizon Wireless	Acct. # 200702280-00001	-202.13
10159	Caprioni Family Septic	Account # 1448	-9,452.25
10160	Kline Construction Co. Inc.	Account No. 1417	-7,914.68
10161	Michael Angerman Landscaping, Inc.	Snow removal - January 2018	-1,156.00
10162	Polistina & Associates, LLC	December 2017	-52,043.65
10163	Ridgway Legal	December 2017	-13,541.25
10164	Chapman Ford Sales, Inc.	2017 Ford Super Duty F-350	-45,845.00
	Total Operating Account		-221,274.94
<b>TOTAL</b>			<b>-221,274.94</b>

EGG HARBOR TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY

RESOLUTION # 3 – 2018

Resolution authorizing payment of all bills out of the Developer Account

**BE IT RESOLVED**, by the Municipal Utilities Authority that all bills as enumerated on the attached list of bills are hereby authorized to be paid.

Dated: January 17, 2018

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Charles Pfrommer, Assistant Secretary

12:06 PM

EHTMUA

Checks Written - Developer Account

01/17/18

As of January 17, 2018

Accrual Basis

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<u>Num</u>	<u>Name</u>	<u>Memo</u>	<u>Amount</u>
<b>Developer Account</b>			
3279	Polistina and Associates	December 2017	-3,820.50
3280	Ridgway Legal	December 2017	-172.50
Total Developer Account			-3,993.00
<b>TOTAL</b>			<b>-3,993.00</b>

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**EGG HARBOR TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**

**RESOLUTION No. 4 - 2018**

**A RESOLUTION APPROVING A COOPERATIVE CONTRACT BETWEEN THE EGG HARBOR TOWNSHIP MUNICIPAL UTILITIES AUTHORITY AND THE COUNTY OF ATLANTIC TO PARTICIPATE IN COOPPERAIVE PRICING SYSTEM**

**WHEREAS**, N.J.S.A. 40A:11-11(5) authorizes two or more contracting units to enter into a Cooperative Pricing Agreement for the purchase of work, materials, supplies and energy services; and

**WHEREAS**, the Egg Harbor Township Municipal Utilities Authority (the "Authority") and the County of Atlantic (the "County") are desirous of entering into a Cooperative Contract to allow the Authority to participate in the County Cooperative Pricing System utilizing administrative purchasing services of the County (the "County Cooperative"); and

**WHEREAS**, participation in the County Cooperative is beneficial to the Authority and is anticipated to result cost savings to the Authority and its rate payers and will enable the Authority to purchase work, materials, supplies and energy services at lower costs and to participate in the South Jersey Power Cooperative to purchase among other items electric generation supply services and a cost savings; and

**WHEREAS**, a proposed Cooperative Contract has been prepared by the County and presented to the Authority in substantially the form attached hereto as Exhibit A (the "Cooperative Contract")

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners of the Authority that the Cooperative Contract with the County is hereby approved and the Authority Chairman is hereby authorized to execute such Cooperative Contract.

**BE IT FURTHER RESOLVED**, that the Authority Clerk and professionals are hereby authorized to execute such additional documents, authorizations and purchase orders to effect the Authority's participation in the County Cooperative and to participate in the South Jersey Power Cooperative to purchase such work, materials, supplies and energy services among other items in the best interests of the Authority.

I, Charles Pfrommer, Assistant Secretary for the Egg Harbor Township Municipal Utilities Authority do hereby certify that the foregoing Resolution was duly approved at the regular meeting of the Egg Harbor Township Municipal Utilities Authority held the 17th day of January, 2018 at the Municipal Building, Egg Harbor Township, New Jersey at 5:30 p.m.

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Charles Pfrommer, Assistant Secretary

## EXHIBIT A

Authorities of Atlantic County Utilities Authority, Atlantic City Visitors and Convention Center Authority; Atlantic City Housing Authority; Somers Point Municipal Utility Authority, Hamilton Township Municipal Utilities Authority, Casino Reinvestment Development Authority (CRDA), and Atlantic County Improvement Authority, Egg Harbor Township Municipal Utilities Authority, governmental corporations of the State of New Jersey located within the County of Atlantic, hereinafter referred to as the "Members",

WITNESSETH

WHEREAS, N.J.S.A. 40A:11-11(5), specifically authorizes two or more contracting units to enter into a Cooperative Pricing Agreement for the purchase of work, materials and supplies; and

WHEREAS, the County of Atlantic is conducting a voluntary, Cooperative Pricing System with other authorized contracting units within the County of Atlantic, utilizing administrative purchasing services and facilities of the County of Atlantic; and

WHEREAS, this Cooperative Pricing Agreement is to effect substantial economies in the purchase of work, materials and supplies; and

WHEREAS, all parties hereto have approved the within agreement by resolution in accordance with the aforesaid statute; and

WHEREAS, the above are members and wish to continue their membership, and

WHEREAS, it is the desire of all parties to enter such agreement for said purposes;

NOW THEREFORE, in consideration of the premises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The work, materials or supplies to be priced cooperatively may include: Rock Salt, Sand, Gasoline, Fuel Oil, Diesel Fuel, Antifreeze, Motor Oils, Traffic Signal Parts & Eq., Misc. Lumber Supplies, Misc. Janitorial & Photographic Supplies and such other items as two or more participating contracting units agree can be purchased in the system agree can be purchased on a cooperative basis.
2. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this agreement and continuing until terminated as hereinafter provided.

3. The County, on behalf of all participating contracting units, at the beginning of participation in the Cooperative Pricing System, and during each January thereafter, or during the month of the anniversary date of the registration of the System, shall publish a legal ad, in such format as required by N.J.A.C. 5:34-7.7 in a newspaper normally used for such purposes, and to include such information as:
  - (1) The Names of the participating contracting units, and
  - (2) The name of the Lead Agency soliciting competitive bids or informal quotations, and
  - (3) The address and telephone number of the Lead Agency, and
  - (4) The State Identification Code for the Cooperative Pricing System, and
  - (5) The expiration date of the Cooperative Pricing Agreements.
4. Each of the participating contracting units shall designate, in writing to the County, the items to be purchased and indicate therein the approximate quantities desired, the location for delivery and other requirements, to permit the preparation and filing of specifications as provided by law.
5. The specifications shall be prepared and approved by the County and filed as required by law, and no changes shall thereafter be made except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
6. A single advertisement as required by law for bids or the solicitation of informal quotations for the work, materials or supplies to be purchased shall be prepared by the County on behalf of all of the participating contracting units desiring to purchase any items.
7. The County that advertises as required by law for bids or the solicitation of informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the County shall review said bids and on behalf of all participating contracting units, either reject all or certain items of bids or make one award to the lowest bidder(s) for each separate item. This award shall result in the County entering into a master contract with the successful bidder(s) providing for two categories of purchases:
  - (1) The quantities ordered for the County's own needs, and
  - (2) The estimated aggregate quantities to be ordered by the participating contracting units by separate contract, subject to the specifications and prices set forth in the County's overall master contract.
8. The County shall enter into a formal written contract(s), when required by law, directly with the successful bidder(s) only after it has certified the funds available for its own needs ordered.
9. Each member shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s);

issue purchase orders in its own name directly to successful bidder(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful bidder(s); make payment directly to the successful bidder(s), and be responsible for any tax liability.

10. No participating Member in the Cooperative Pricing Systems shall be responsible for payments for any items ordered or for performance generally, by any other Member. Each Member shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.
11. The provisions of Paragraph 8, 9 and 10 above shall be quoted to or referred to and sufficiently described in all advertisements for bids by the County so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
12.
  - A. Nothing in this Agreement shall prevent any participating contracting unit from declining to participate in a formal bid or informal quote to be issued by the Cooperative.
  - B. No member in the Cooperative Pricing System shall issue a Purchase Order or issue a contract for a price which exceeds any other price available to it from any other source in which it is authorized to participate or from bids which it has itself received.
  - C. It is understood by the member that: (1) the County shall outline in its quotes and bid documents that the Cooperative reserves the right to purchase from State Contracts if the State Contract price is lower than the Cooperative price; and (2) the member realizes once it has agreed to quote or bid an item with the Cooperative and submits its estimates, that such agreement should be binding.
13. The County reserves the right to exclude any item or commodity from within said System if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
14. The County shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this agreement.
15. This agreement shall continue in effect through August 2021 unless any party to this Agreement shall give written notice of its intention to terminate its participation at least 30 calendar days prior to the expiration of the first year or any of the succeeding years.
16. All records and documents maintained or utilized pursuant to the terms of the Agreement shall be identified by the Code Number assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the County for purposes of identifying each contract and item awarded.
17. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

18. The withdrawal of any participant or the joining of any new participant shall not invalidate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

FOR THE LEAD AGENCY:

By: \_\_\_\_\_  
Dennis Levinson  
County Executive

Attest: \_\_\_\_\_

Approved as to form: \_\_\_\_\_  
James Ferguson,  
County Counsel

FOR THE PARTICIPATING MEMBER:  
Egg Harbor Township Municipal Utilities Authority

By: \_\_\_\_\_  
Michael Duffy, Chairman

Attest \_\_\_\_\_



**EGG HARBOR TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

**RESOLUTION # 5 – 2018**

**Resolution authorizing adjustments to Customer Accounts**

**BE IT RESOLVED**, by the Municipal Utilities Authority that all adjustments as listed on the attached Report(s) of Adjustments are hereby approved.

- December 2017 Adjustments

Dated: January 17, 2018

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Charles Pfrommer, Assistant Secretary

# Egg Harbor Township Municipal Utilities Authority

## Monthly Adjustment Report

December 2017

	<u>Date</u>	<u>Num</u>	<u>Account</u>	<u>Reason</u>	<u>Amount</u>
<b>Delinquent Charges</b>					
	12/04/2017	29239	11243-0	Delayed Deed	-6.64
	12/04/2017	29238	7550-0	Delayed Deed	-15.39
	12/04/2017	29241	574-0	Paid Tax Collector	-15.71
	12/11/2017	29266	9952-0	Bill Not Received	-6.64
	12/18/2017	29298	12291-0	Delayed Deed	-27.29
	12/19/2017	29303	1487-0	Bill Not Received	-3.42
	12/22/2017	29329	6815-0	Military	-6.64