

Franklin Township Sewerage Authority
ANNUAL RE-ORGANIZATION MEETING

APPROVED

Minutes of Meeting

February 5, 2019

PRESENT

The Annual Re-Organization meeting of the Township of Franklin Sewerage Authority was called to order at 6:05 PM by Eric M. Bernstein, General Counsel and temporary Chairman. The following Commissioners were present, Mr. Anbarasan, Ms. DeVeaux, Mr. Tiwari and Mr. Galtieri. Also, in attendance were Apryl L, Roach, Administrative Manager; Scott Nocero, Operations Manager; Michael McClelland and Joseph Gemmell, Consulting Engineers.

OATH OF OFFICE – Bryanna DeVeaux
Commissioner – 5-year term

ROLL CALL

Mr. Anbarasan	-	Aye
Ms. DeVeaux	-	Aye
Ms. Ford (Alt. #2)	-	Absent
Mr. Jalloh	-	Absent
Mr. Tiwari	-	Aye
Chairman Galtieri	-	Aye

NOTE: Ms. Ford arrived at 6:17 PM.

PLEDGE OF ALLIGIANCE

MOMENT OF SILENCE – Paul Bennett
Led by Commissioner Galtieri

NOTE: Michael McClellan of CME arrived.

REORGANIZATION

CHAIRPERSON

Mr. Bernstein opened up nominations for the Chairperson.

Ms. DeVeaux made a motion to nominate William Galtieri seconded by Mr. Tiwari.

Mr. Bernstein asked for a motion to close nominations.

Mr. Anbarasan made a motion to close nominations, seconded by Ms. DeVeaux.

All Commissioner present voted "Aye" with none opposed.

ELECTION OF CHAIRPERSON

A roll call was taken as follows:

VOTE:	Mr. Anbarasan	-	Aye
	Ms. DeVeaux	-	Aye
	Ms. Ford (Alt. #2)	-	Absent
	Mr. Galtieri	-	Aye
	Mr. Jalloh	-	Absent
	Mr. Tiwari	-	Aye

RESOLUTION

02052019 - 1

BE AND IT IS HEREBY RESOLVED by the Township of Franklin Sewerage Authority in the County of Somerset that WILLIAM GALTIERI be and is hereby elected Chairperson of the Township of Franklin Sewerage Authority and shall hold office until the first day of February, next ensuing and/or until his respective successor shall have been appointed and have qualified.

Mr. Galtieri was declared Chairman and chaired the remainder of the meeting.

TEMPORARY CHAIRMAN'S STATEMENT:

Mr. Bernstein stated that in accordance with provisions of Chapter 231 of the "Open Public Meetings Act", all requirements had been met.

VICE CHAIRPERSON

NOTE: At the request of Chairman Galtieri, the election of this position will be tabled until the next Board meeting which is scheduled for Tuesday, March 5, 2019.

**RESOLUTION
02052019 – 2
TABLED**

BE AND IT IS HEREBY RESOLVED by the Township of Franklin Sewerage Authority in the County of Somerset that _____ be and is hereby elected Vice-Chairperson of the Township of Franklin Sewerage Authority and shall hold office until the first day of February next ensuing and/or until his respective successor shall have been appointed and have qualified.

SECRETARY / TREASURER

Mr. Galtieri made a motion to nominate Mr. Tiwari, seconded by Mr. Anbarasan.

Mr. Anbarasan made a motion to close nominations for Secretary / Treasurer, seconded by

Ms. DeVeaux.

A roll call was taken as follows:

VOTE:	Mr. Anbarasan	-	Aye
	Ms. DeVeaux	-	Aye
	Ms. Ford (Alt. #2)	-	Absent
	Mr. Jalloh	-	Absent
	Mr. Tiwari	-	Aye
	Chairman Galtieri	-	Aye

ELECTION OF SECRETARY / TREASURER

Mr. Galtieri made a motion for the position of Secretary / Treasurer.

A roll call was taken as follows:

VOTE:	Mr. Anbarasan	-	Aye
	Ms. DeVeaux	-	Aye
	Ms. Ford (Alt. #2)	-	Absent
	Mr. Jalloh	-	Absent
	Mr. Tiwari	-	Aye
	Chairman Galtieri	-	Aye

**RESOLUTION
02052019 - 3**

BE AND IT IS HEREBY RESOLVED by the Township of Franklin Sewerage Authority in the County of Somerset that SURENDRA TIWARI be and is hereby elected Secretary-Treasurer of the Township of Franklin Sewerage Authority and shall hold office until the first day of February next ensuing and/or until his respective successor shall have been appointed and have qualified.

Mr. Tiwari was declared Secretary / Treasurer.

ASSISTANT SECRETARY / TREASURER

Mr. Galtieri made a motion to nominate Mr. Anbarasan, seconded by Mr. Tiwari.

Ms. DeVeaux made a motion to close nominations, seconded by Mr. Tiwari.

All Commissioners present voted "Aye" with none opposed.

ELECTION OF ASSISTANT SECRETARY / TREASURER

A roll call was taken as follows:

VOTE:	Mr. Anbarasan	-	Aye
	Ms. DeVeaux	-	Aye
	Ms. Ford (Alt. #2)	-	Absent
	Mr. Jalloh	-	Absent
	Mr. Tiwari	-	Aye
	Chairman Galtieri	-	Aye

RESOLUTION

02052019 - 4

BE AND IT IS HEREBY RESOLVED by the Township of Franklin Sewerage Authority in the County of Somerset that SIVARAMAN ANBARASAN be and is hereby elected Secretary-Treasurer of the Township of Franklin Sewerage Authority and shall hold office until the first day of February next ensuing and/or until his respective successor shall have been appointed and have qualified.

Mr. Anbarasan was declared Assistant Secretary / Treasurer.

APPOINTMENT OF THE CONSULTING ENGINEER

Chairman Galtieri asked for a resolution for the appointment of the Consulting Engineer.

The resolution was moved by Mr. Anbarasan and seconded by Ms. DeVeaux to appoint CME ASSOCIATES.

A roll call was taken as follows:

VOTE:	Mr. Anbarasan	-	Aye
	Ms. DeVeaux	-	Aye
	Ms. Ford (Alt. #2)	-	Absent
	Mr. Jalloh	-	Absent
	Mr. Tiwari	-	Aye
	Chairman Galtieri	-	Aye

RESOLUTION
02052019 - 5

WHEREAS, there exists a need for Consulting Engineer services, and

WHEREAS, the amount of the retainer in the contract is \$7,200 per annum, and

WHEREAS, funds are available and have been budgeted for said services, and

WHEREAS, local public contracts law (N.J.S.A. 40A: 11-1 et. seq.) requires that the Resolution authorizing the award of contracts for "Professional Services" without competitive bids and the contract itself must be available for public inspection;

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED by the Township of Franklin Sewerage Authority in the County of Somerset, as follows:

1. The Chairperson and Secretary are hereby authorized and directed to execute the attached contract with CME Associates.
2. This contract is awarded without competitive bidding as a "Professional Service" in accordance with 40A:11-5 (1) (a) Local Public Contracts Law because the services contained in the contract are specialized and qualitative in nature, requiring expertise and extensive training which are to be performed by individuals who have a prudent reputation in the particular field of endeavor and cannot be reasonably described by written

specifications and are to be performed by persons licensed to practice their profession by the State of New Jersey.

3. A notice of this action shall be printed once in the Courier News.

APPOINTMENT OF THE AUDITOR

Chairman Galtieri asked for a resolution for the appointment of the Auditor.

The resolution was moved by Mr. Anbarasan and seconded by Ms. DeVeaux to appoint HODULIK & MORRISON, P.A.

A roll call was taken as follows:

VOTE:	Mr. Anbarasan	-	Aye
	Ms. DeVeaux	-	Aye
	Ms. Ford (Alt. #2)	-	Absent
	Mr. Jalloh	-	Absent
	Mr. Tiwari	-	Aye
	Chairman Galtieri	-	Aye

**RESOLUTION
02052019 - 6**

WHEREAS, there exists a need for auditing services, and

WHEREAS, the amount of the retainer in the contract is \$26,750 per annum, and,

WHEREAS, funds are available and have been budgeted for said services, and

WHEREAS, local public contracts law (N.J.S.A. 40A: 11-1 et. seq.) requires that the Resolution authorizing the award of contracts for "Professional Services" without competitive bids and the contract itself must be available for public inspection;

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED by the Township of Franklin Sewerage Authority in the County of Somerset, as follows:

1. The Chairperson and Secretary are hereby authorized and directed to execute the attached contract with Hodulik & Morrison, P. A.

2. This contract is awarded without competitive bidding as a "Professional Service" in accordance with 40A: 11-5 (1) (a) Local Public Contracts Law because the services contained in the contract are specialized and qualitative in nature, requiring expertise and extensive training which are to be performed by individuals who have a prudent reputation in the particular field of endeavor and cannot be reasonably described by written specifications and are to be performed by persons licensed to practice their profession by the State of New Jersey.

3. A notice of this action shall be printed once in the Courier News.

APPOINTMENT OF GENERAL COUNSEL

Chairman Galtieri asked for a resolution for the appointment of General Counsel.

The resolution was moved by Mr. Anbarasan and seconded by Ms. DeVeaux to appoint ERIC M. BERNSTEIN & ASSOCIATES, L.L.C.

A roll call was taken as follows:

VOTE:	Mr. Anbarasan	-	Aye
	Ms. DeVeaux	-	Aye
	Ms. Ford (Alt. #2)	-	Absent
	Mr. Jalloh	-	Absent
	Mr. Tiwari	-	Aye
	Chairman Galtieri	-	Aye

RESOLUTION
02052019 - 7

WHEREAS, there exists a need for legal services, and

WHEREAS, the amount of the retainer in the contract is \$9,000 per annum, and

WHEREAS, funds are available and have been budgeted for said services, and

WHEREAS, local public contracts law (N.J.S.A. 40A: 11-1 et. seq.) requires that the Resolution authorizing the award of contracts for "Professional Services" without competitive bids and the contract itself must be available for public inspection.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED by the Township of Franklin Sewerage Authority in the County of Somerset, as follows:

1. The Chairperson and Secretary are hereby authorized and directed to execute the attached contract with Eric M. Bernstein & Associates, L.L.C. for the period February 5, 2019 thru January 31, 2020, in accordance with the terms and conditions currently in place for provision of services of General Counsel attorneys at law of the State of New Jersey.
2. This contract is awarded without competitive bidding as a "Professional Service" in accordance with 40A: 11-5 (1) (a) Local Public Contracts Law because the services contained in the contract are specialized and qualitative in nature, requiring expertise and extensive training which are to be performed by individuals who have a prudent reputation in the particular field of endeavor and cannot be reasonably described by written specifications and are to be performed by persons licensed to practice their profession by the State of New Jersey.
3. A notice of this action shall be printed once in the Courier News.

4. This resolution rescinds all prior actions and contractions regarding the provision of services as General Counsel to this Authority for the current year.

OFFICIAL DEPOSITORY

Chairman Galtieri asked for a resolution for the appointment of the Official Depository.

The resolution was moved by Ms. DeVeaux and seconded by Mr. Anbarasan.

A roll call was taken as follows:

VOTE:	Mr. Anbarasan	-	Aye
	Ms. DeVeaux	-	Aye
	Ms. Ford (Alt. #2)	-	Absent
	Mr. Jalloh	-	Absent
	Mr. Tiwari	-	Aye
	Chairman Galtieri	-	Aye

**RESOLUTION
02052019 - 8**

BE AND IT IS HEREBY RESOLVED by the Township of Franklin Sewerage Authority in the County of Somerset that the TD Bank be and is hereby named as the official depository for the Township of Franklin Sewerage Authority.

TD Bank was declared the Official Depository.

SIGNATURES ON CHECKS

Chairman Galtieri asked for a resolution for the Signatures on checks at TD Bank.

The resolution was moved by Mr. Anbarasan and seconded by Ms. DeVeaux.

A roll call was taken as follows:

VOTE:	Mr. Anbarasan	-	Aye
	Ms. DeVeaux	-	Aye
	Ms. Ford (Alt. #2)	-	Absent
	Mr. Jalloh	-	Absent
	Mr. Tiwari	-	Aye
	Chairman Galtieri	-	Aye

RESOLUTION
02052019 - 9

WHEREAS, rules and regulations adopted by the Department of Community Affairs Division of Local Government Services, titled, "New Jersey Local Authorities Accounting Principles and Auditing Standards Manual," mandates that payment of claims by checks drawn on the Authority shall be signed by the Chairperson of the Authority the Secretary and an original countersignature by such other officer or official as designated by resolution.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED by the Township of Franklin Sewerage Authority in the County of Somerset that the following are authorized to sign checks on behalf of the Authority.

Chairperson
Secretary / Treasurer
Executive Director
Acting Executive Director

OFFICIAL NEWSPAPER

Chairman Galtieri asked for a resolution for the Courier News as the Official Newspaper.

The following resolution was moved by Mr. Anbarasan and seconded by Ms. DeVeaux.

A roll call was taken as follows:

VOTE:	Mr. Anbarasan	-	Aye
	Ms. DeVeaux	-	Aye
	Ms. Ford (Alt. #2)	-	Absent
	Mr. Jalloh	-	Absent
	Mr. Tiwari	-	Aye
	Chairman Galtieri	-	Aye

RESOLUTION
02052019 – 10

BE AND IT IS HEREBY RESOLVED by the Township of Franklin Sewerage Authority in the County of Somerset that the Courier News be and is hereby designated as the official newspaper of the Township of Franklin Sewerage Authority.

REAUTHORIZE PETTY CASH FUND

Chairman Galtieri asked for resolution for the re-authorization of the Petty Cash Fund.

This resolution was offered by Mr. Anbarasan and seconded by Ms. DeVeaux.

A roll call was taken as follows:

VOTE:	Mr. Anbarasan	-	Aye
	Ms. DeVeaux	-	Aye
	Ms. Ford (Alt. #2)	-	Absent
	Mr. Jalloh	-	Absent
	Mr. Tiwari	-	Aye
	Chairman Galtieri	-	Aye

**RESOLUTION
02052019 - 11**

WHEREAS, the Board of Commissioners have previously established a need to have readily available cash on hand for incidental cash outlays and an additional readily accessible checking account for other small and incidental charges; and

WHEREAS, it is the policy of the Authority to review the allowable and customary impressed balances of said accounts, such that they are consistent with the administrative needs of the Authority; and

WHEREAS, staff has reviewed and recommended to the Board of Commissioners that the existing allowable impressed balances of the aforementioned accounts are adequate and require no change in denomination.

NOW, THEREFORE, BE IT RESOLVED by the Franklin Township Sewerage Authority that the Executive Director be and is hereby authorized to maintain a Petty Cash Fund in the amount of \$250.00 for incidental cash outlays.

RE-APPOINT Q.P.A.

Chairman Galtieri asked for resolution for the re-appointment of Apryl L. Roach as the Qualified Purchasing Agent.

This resolution was offered by Mr. Anbarasan and seconded by Ms. DeVeaux.

A roll call was taken as follows:

VOTE:	Mr. Anbarasan	-	Aye
	Ms. DeVeaux	-	Aye
	Ms. Ford (Alt. #2)	-	Absent
	Mr. Jalloh	-	Absent
	Mr. Tiwari	-	Aye
	Chairman Galtieri	-	Aye

RESOLUTION
02052019 - 12

WHEREAS, The Franklin Township Sewerage Authority a public body politic and corporate as prescribed in and governed by Title 40:14A; and

WHEREAS, N.J.S.A. 40A:11-9(b) provides that a government unit which employs a Qualified Purchasing Agent can take advantage of a higher bid threshold pursuant N.J.S.A. 40A:11-3(c) and grants the authorization to negotiate and award such contracts below the bid threshold; and

WHEREAS, N.J.S.A. 40A:11-9(b) establishes the criteria for qualifying as a Qualified Purchasing Agent; and

WHEREAS, Apryl L. Roach, an employee of the Franklin Township Sewerage Authority has successfully completed all professional and educational requirements including but not limited to New Jersey Procurement Law and the Municipal Finance Administration Course to earn a Qualified Purchasing Agent Certificate; and

WHEREAS, a submitted application for a Qualified Purchasing Agent Certificate was mailed to the Division of Local Government Services on May 3, 2016; and subsequently approved by the Department of Community Affairs on June 14, 2016.

NOW, THEREFORE, BE IT RESOLVED that the Franklin Township Sewerage Authority hereby recognizes and re-appoints Apryl L. Roach as the Qualified Purchasing Agent of the Authority effective February 5, 2019 to exercise the duties of a Purchasing Agent pursuant to N.J.S.A. 40A:11-2(30) with specific relevance to the Authority's responsibility and accountability of the purchasing activities of the Franklin Township Sewerage Authority

RE-APPOINT P.A.C.O.

Chairman Galtieri asked for resolution for the re-appointment of Apryl L. Roach as the Public Agency Compliance Officer (P.A.C.O.).

This resolution was offered by Mr. Anbarasan and seconded by Ms. DeVeaux.

A roll call was taken as follows:

VOTE:	Mr. Anbarasan	-	Aye
	Ms. DeVeaux	-	Aye
	Ms. Ford (Alt. #2)	-	Absent
	Mr. Jalloh	-	Absent
	Mr. Tiwari	-	Aye
	Chairman Galtieri	-	Aye

RESOLUTION
02052019 - 13

WHEREAS, The Franklin Township Sewerage Authority a public body politic and corporate as prescribed in and governed by Title 40:14A; and

WHEREAS, the Affirmative Action Regulations of the State of New Jersey Affirmative Action Office address public agencies awarding contracts under P.L. 1975, Chapter 127 (N.J.A.C. 17:27) and further provide contract language and reporting procedures for entering into procurement, service and construction contracts; and

WHEREAS, regulations further provide for the annual designation of an officer or employee of the public agency to serve as a Public Agency Compliance Officer (PACO) who will be responsible for coordinating the reporting procedures from contractors and to generally supervise the compliance procedures regarding the Affirmative Action Regulations.

NOW, THEREFORE, BE IT RESOLVED that the Franklin Township Sewerage Authority hereby recognizes and re-appoints Apryl L. Roach as the Public Agency Compliance Officer of the Authority effective February 5, 2019 to exercise the duties of a Public Agency Compliance Officer with specific relevance to the Authority's responsibility to generally supervise the compliance procedures regarding the Affirmative Action Regulations as it pertains to procurement, service and construction contracts.

BE IT FURTHER RESOLVED, that a certified true copy of this resolution will be forwarded to the Department of Treasury, Division of Purchase and Property Contract Compliance Unit EEO Monitoring Program, Post Office Box 236, Trenton, New Jersey 08625-0236.

NOTE: Commissioner Ford arrived at 6:17 PM

APPOINTMENT OF COMMITTEES

The Commissioners were appointed to the following Committees by Chairman Galtieri.

NEGOTIATIONS / PERSONNEL:	Chairman Galtieri / Vice Chairperson (TBD)
MUNICIPAL LIAISON:	Mr. Tiwari
CONSTRUCTION:	Mr. Anbarasan and Mr. Tiwari
SAFETY:	Chairman Galtieri and Ms. DeVeaux

Mr. Tiwari moved to open for public comment, seconded by Ms. DeVeaux.

A roll call was taken as follows:

VOTE:	Mr. Anbarasan	-	Aye
	Ms. DeVeaux	-	Aye
	Ms. Ford (Alt. #2)	-	Absent
	Mr. Jalloh	-	Absent
	Mr. Tiwari	-	Aye
	Chairman Galtieri	-	Aye

Ms. DeVeaux moved to close public comment, seconded by Mr. Anbarasan.

A roll call was taken as follows:

VOTE:	Mr. Anbarasan	-	Aye
	Ms. DeVeaux	-	Aye
	Ms. Ford (Alt. #2)	-	Absent
	Mr. Jalloh	-	Absent
	Mr. Tiwari	-	Aye
	Chairman Galtieri	-	Aye

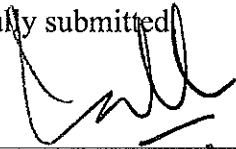
Mr. Tiwari moved the meeting be adjourned, seconded by Mr. Anbarasan.

A roll call was taken as follows:

VOTE:	Mr. Anbarasan	-	Aye
	Ms. DeVeaux	-	Aye
	Ms. Ford (Alt. #2)	-	Absent
	Mr. Jalloh	-	Absent
	Mr. Tiwari	-	Aye
	Chairman Galtieri	-	Aye

The meeting was adjourned at 6:18 P.M.

Respectfully submitted



Surendra Tiwari, Secretary/Treasurer

RESOLUTION
02052019 - 1

RE: ELECTION OF CHAIRPERSON

BE AND IT IS HEREBY RESOLVED by the Township of Franklin Sewerage Authority in the County of Somerset that William Galtieri be and is hereby elected Chairperson of the Township of Franklin Sewerage Authority and shall hold office until the first day of February, next ensuing and/or until his respective successor shall have been appointed and have qualified.

Offered by: Ms. DeVeaux

Seconded by: Mr. Tiwari

VOTE:	Mr. Anbarasan	- Aye
	Ms. DeVeaux	- Aye
	Ms. Ford (Alt.)	- Absent
	Mr. Jalloh	- Absent
	Mr. Tiwari	- Aye
	Chairman Galtieri	- Aye



SECRETARY / TREASURER



CHAIRPERSON

Adopted: February 5, 2019

**RESOLUTION
02052019 - 3**

RE: ELECTION OF SECRETARY-TREASURER

BE AND IT IS HEREBY RESOLVED by the Township of Franklin Sewerage Authority in the County of Somerset that Surendra Tiwari be and is hereby elected Secretary-Treasurer of the Township of Franklin Sewerage Authority and shall hold office until the first day of February next ensuing and/or until his respective successor shall have been appointed and have qualified.

Offered by: Mr. Galtieri

Seconded by: Mr. Anbarasan

VOTE:	Mr. Anbarasan	- Aye
	Ms. DeVeaux	- Aye
	Ms. Ford (Alt.)	- Absent
	Mr. Jalloh	- Absent
	Mr. Tiwari	- Aye
	Chairman Galtieri	- Aye



SECRETARY / TREASURER


CHAIRPERSON

Adopted: February 5, 2019

**RESOLUTION
02052019 - 4**

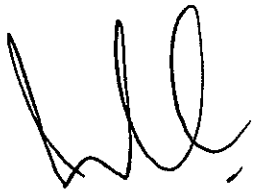
RE: ELECTION OF ASSISTANT SECRETARY-TREASURER

BE AND IT IS HEREBY RESOLVED by the Township of Franklin Sewerage Authority in the County of Somerset that Sivaraman Anbarasan be and is hereby elected Assistant Secretary-Treasurer of the Township of Franklin Sewerage Authority and shall hold office until the first day of February next ensuing and/or until his respective successor shall have been appointed and have qualified.

Offered by: Mr. Galtieri

Seconded by: Mr. Tiwari

VOTE:	Mr. Anbarasan	- Aye
	Ms. DeVeaux	- Aye
	Ms. Ford (Alt.)	- Absent
	Mr. Jalloh	- Absent
	Mr. Tiwari	- Aye
	Chairman Galtieri	- Aye



SECRETARY / TREASURER


CHAIRPERSON

Adopted: February 5, 2019

RESOLUTION
02052019 - 5

RE: APPOINTMENT OF CONSULTING ENGINEER

WHEREAS, there exists a need for Consulting Engineer services, and
WHEREAS, the amount of the retainer in the contract is \$7,200 per annum, and
WHEREAS, funds are available and have been budgeted for said services, and
WHEREAS, local public contracts law (N.J.S.A. 40A: 11-1 et. seq.) requires
that the Resolution authorizing the award of contracts for "Professional Services" without
competitive bids and the contract itself must be available for public inspection;

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED by the Township
of Franklin Sewerage Authority in the County of Somerset, as follows:

- 1. The Chairperson and Secretary are hereby authorized and directed to execute the attached contract with CME Associates.**
- 2. This contract is awarded without competitive bidding as a "Professional Service" in accordance with 40A:11-5 (1) (a) Local Public Contracts Law because the services contained in the contract are specialized and qualitative in nature, requiring expertise and extensive training which are to be performed by individuals who have a prudent reputation in the particular field of endeavor and cannot be reasonably described by written specifications and are to be performed by persons licensed to practice their profession by the State of New Jersey.**

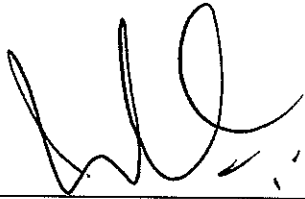
RESOLUTION - APPOINTMENT OF CONSULTING ENGINEER CONTINUED:

3. A notice of this action shall be printed once in the Courier News.

Offered by: Mr. Anbarasan

Seconded by: Ms. DeVeaux

VOTE:	Mr. Anbarasan	- Aye
	Ms. DeVeaux	- Aye
	Ms. Ford (Alt.)	- Absent
	Mr. Jalloh	- Absent
	Mr. Tiwari	- Aye
	Chairman Galtieri	- Aye



SECRETARY / TREASURER


CHAIRPERSON

Adopted: February 5, 2019



CONTRACT FOR ENGINEERING SERVICES

THIS AGREEMENT made this 05 day of February, 2019, by and between the Franklin Township Sewerage Authority, 70 Commerce Drive, Somerset, New Jersey 08873, hereinafter called "**Authority**", and CME Associates, 3141 Bordentown Avenue, Parlin, New Jersey 08859, hereinafter referred to as "**Engineer**".

WHEREAS, the Authority has need for Consulting Engineering services, and

WHEREAS, the amount of the retainer in this agreement is \$600.00 per month, and

WHEREAS, funds are available and have been budgeted for said services and

WHEREAS, by entering into this Contract, the Authority signifies that the services to be performed by the Engineer shall be considered those of a "Professional Service" in accordance with N.J.S.A. 40A:11-1 et.seq.; and

NOW, THEREFORE, the Authority and Engineer, in consideration of the mutual covenants hereinafter set forth, it is agreed as follows:

Section I – Scope of Professional Services of the Engineer

The Engineer shall provide professional engineering, planning and surveying services as required by the Authority which may include the following:

1. Serve as a general engineering consultant to the Authority;
2. Provide technical and engineering advice to the Authority;
3. Review applications, reports and plans submitted by others to the Authority;
4. Consult with others and the Authority with respect to the foregoing matters, and related to the duties and responsibilities of the Authority;
5. Furnish pertinent reports, counseling and advice to the Authority as requested;
6. Perform such other duties and functions as may be requested by the Authority;
7. Attend meetings of the Authority as directed.

Section II – General Consulting Engineering Services

The Engineer shall provide general consulting engineering services on a retainer basis as required which consists of the following:

1. Provide representation at twelve evening agenda meetings per year, plus other occasional regular public meetings, which may precede or follow said official meeting. Mr. Michael J. McClelland, shall serve as the Engineer's Representative and will attend the above-referenced meetings on behalf of Engineer. Mr. Joseph N. Gemmill, P.E. shall serve as the backup representative in the event that Michael J. McClelland is either ill or unavailable to attend.





2. Provide advice to the Authority on a broad spectrum of technical issues related to activities conducted by the Authority.
3. Provide a Monthly Status Report to the Authority prior to each Agenda Meeting, summarizing services provided the previous month, along with recommended or required actions by the Authority and other matters of importance.
4. Provide general consultation and advice (by telephone and in writing).
5. Provide the necessary certifications or statements of work done by Engineer as required by the Authority or Trustee under the bond resolution.

Section III – Additional Consulting Engineering Services

The Authority may authorize the Engineer to undertake additional consulting engineering services that are outside the scope of the retainer. Such services shall be compensated in accordance with the attached hourly rate schedule or the fee schedule in accordance with the Rates, Rules and Regulations of the Authority, or on a lump sum basis when a specific project proposal has been so authorized by the Authority.

The work included under additional consulting engineering services may include but shall not be limited to the following:

1. Review of the Authority's annual operating budget from an engineering perspective.
2. Preparation of various reports to the Authority as requested regarding general issues.
3. Review of rules and regulations as directed by the Authority.
4. Attendance at special Authority meetings other than indicated above based upon our hourly rates.
5. Review of subdivision plans submitted to the Authority as directed by the Executive Director. The Engineer will review subdivision plans and receive therefore compensation in accordance with the Rules, Rates and Regulations of the Authority which currently provide that a Developer submitting such plans will escrow with the Authority monies for such review. In the event this rate is adjusted during the period of this agreement, the new rate will be applicable to this agreement commencing on the date of adoption of the new rate.
6. The preparation of plans and specifications for various capital improvements as requested by the Authority.
7. The provision of construction phase services for capital improvement projects as requested by the Authority.
8. The provision of other engineering services required by the Authority, where directed.

Section IV – Certain Actions to be Taken by the Authority

When the Authority requests the engineer to perform specific services, the Authority will:

- A. Make such records and information available to the Engineer as may be required to assist him in the performance of his duties, and consult with him in a timely manner.





Section V – Actions to be Taken by the Engineer

A. Miscellaneous

1. In all cases, where the Engineer prepares plans and specifications for the Authority, the Authority will be presented with mylar plots of final design drawings at no additional cost to the Authority.
2. In all cases, where the Engineer provides full-time resident inspection services for the Authority, the Authority will be presented with mylar plotted record drawings at no additional cost to the Authority.
3. In the event that the Authority elects to change consulting engineers at the expiration of this Agreement, the Engineer will transfer pertinent requested current files and documents generated during the period of this Agreement to said other consulting engineer.
4. Engineer shall give prior notification to the Executive Director of the Authority before sending personnel into Franklin Township, specifically advising as to the number of people, approximate hours and location of work.
5. Each job assigned the Engineer shall be given a case or job number by the Engineer.
6. Engineer will provide Michael J. McClelland or those listed under Section II-1 for such special meetings (other than agenda and regular public meetings) of the Authority as the Authority may request.
7. Engineer shall give the Authority an estimate on every job assigned to the Engineer.

B. Vouchers

1. The Engineer agrees to submit vouchers on forms supplied by the Authority. Request is made of the Engineer that the vouchers be submitted within thirty (30) days of services being rendered, but wherever possible no later than sixty (60) days after said services have been rendered. Separate vouchers shall be submitted for each separate project upon which services have been rendered and which shall set forth in detail the items of services rendered, together with certification of the party rendering said services.
2. Vouchers shall also be submitted for the monthly retainer services at the end of each month.
3. On all vouchers submitted, Engineer shall specify in detail the nature of the service performed and indicate case or job number assigned.

C. Further Clarifications

1. Telephone calls or personal conversations with Authority Personnel or Commissioners will be included in the retainer fee.
2. Phone conferences (calls greater than 30 minutes) will be billable if the Engineer requests so prior to terminating the call so Authority can make record of the call.
3. The specific hourly rates of those individuals expected to perform specific Authority assignments shall be submitted with the estimate for each project proposed.
4. The Engineer shall provide a certificate of insurance to Authority.
5. No work may be billed to Authority unless said work was authorized by Authority.





- a. The Executive Director may verbally authorize work up to \$3,500.00.
- b. A motion of the Board is required to authorize work in excess of \$3,500.00.
6. A fixed fee, or a not-to-exceed estimate, shall be established for all jobs. Work in excess of this amount will not be billable unless authorized by Authority. The Engineer shall advise Authority of the need to expend additional funds to properly complete a project.
7. A firm completion date shall be set for all projects that lend themselves to a firm completion date, at the time the project is assigned. The Engineer shall advise Authority of any time extension required. Unauthorized work on a project after the completion date shall not be billable.
8. All bills for professional services shall be submitted on or before the first day of the month in which payment is requested. Bills shall include:
 - a. The project name.
 - b. The name and job classification of everyone who worked on the project with the hours worked.
 - c. A list of other charges.
9. A project status report shall be included with each month's bills. It shall contain:
 - a. Assignment name.
 - b. Starting date, completion date.
 - c. One or two sentence description of work completed this month.
 - d. Fees previously invoiced.
 - e. Fees invoiced this month.
 - f. Percent of work completed to date.

Section VI – Compensation of the Engineer

- A. For the services rendered by the Engineer under this Agreement, the Authority shall pay and the Engineer shall receive the following described sums:
 1. General Consulting Engineering Services:

For general consulting engineering services provided pursuant to Section II of this Agreement, the Engineer shall be compensated on a retainer basis for \$600.00 per month.
 2. Additional Consulting Engineering Services:

For Additional Consulting Engineering Services performed under Section III of this Agreement, the Engineer shall be compensated in accordance with the Authority Rates, Rules and Regulations and Hourly Rate Schedule (Exhibit B).
 3. Additional Expenses:

Expenses specifically related to the work performed under this Agreement shall be reimbursed to the Engineer at cost plus fifteen percent.
 4. Subconsultant Services:

Services required by others, including other firm's individuals not on Engineer's staff and directly chargeable to the engagement shall be billed on the basis of invoiced cost plus 15%. These services may include subsurface investigations, laboratory testing or other specialty areas.





Section VII – Period of Service

The period of service shall be for one (1) year, commencing on February 8, 2019 and ending on February 6, 2020 or until a successor is appointed to provide such professional engineering services as required.

Section VIII – Authority's Indemnification of the Engineer

The Engineer shall not be liable in any way for any decision of the Authority (or consequences thereof) which are not in accordance with the recommendations of the Engineer, or are based on or related to any failure on the part of the Authority to accept or follow any recommendations of the Engineer. The Authority hereby releases the Engineer from liability and waives claims against the Engineer arising out of or relating to any such decisions or the consequences thereof.

Section IX – Litigation and Additional Investigation

In the event the Authority becomes involved in any litigation with third parties concerning or related to Engineer's services, under this Agreement, the Engineer agrees to provide such assistance and support as the Authority may request or require, excepting expert witness testimony and in-court services, at its hourly rate schedule. (Exhibit B). In the event the Authority requires in-court services or expert witness testimony related to the Engineer's services or for third party services, the Engineer agrees to provide such services at an hourly rate of \$200.00 per hour.

Section X – Entire Agreement

No change in, addition to, or modification of any provision of this Agreement shall be effective unless made by written agreement signed by the party to be charged with such change, addition or modification.

Section XI – Engineer Retained Pursuant to State Statute

The services to be performed by the Engineer under this Agreement constitute professional services under the terms of N.J.S.A. 40A:11-1 et seq.





Section XII – Statutorily Required Affirmative Action Clauses

The Engineer and the Authority hereby incorporated by reference into this Agreement the mandatory language of Subsection 3.4(a) and the mandatory language of Section 5.3 of the Regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 27, as amended and supplemented from time to time, and Engineer agrees to comply fully with the terms, provisions and conditions of the Subsection 3.4 (a) and Section 3.4 (a) shall be applied subject to the terms of Subsection 3.4(d) of the Regulations.

The Affirmative Action Language set forth in Exhibit A is also made a part hereof.

IN WITNESS WHEREOF, the Authority and Engineer have caused this Instrument to be executed in its respective name and behalf as of the day and year herein written.

WITNESS:

FRANKLIN TOWNSHIP SEWERAGE AUTHORITY

By: _____

Name : Apryl L. Roach

By: _____

Name : William Galtieri

Witness:

CME ASSOCIATES

By: _____

Amy Terhune

By: _____

Michael McClelland, P.E., P.P.





EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A 10:5-31 et seq (P.L. 1975, C. 127)
N.J.A.C 17:27
GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal-opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval
- Certificate of Employee Information Report
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at NJAC 17:27.

CME Associates herein agrees to comply with the mandatory language of the above pursuant to P.L. 1975, c. 127.

Sworn on this 17th
day of January, 2019
Amy S. Terhune
Notary Public, State of New Jersey

Michael J. McClelland
Michael J. McClelland, P.E., P.P., C.M.E.
Partner, CME Associates

AMY S. TERHUNE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 7/31/2019





AUTHORITY CONSULTING ENGINEERING SERVICES
GENERAL CONDITIONS AND HOURLY RATE SCHEDULE TO JANUARY 1, 2020

Senior Project Manager.....	\$178.00 Per Hour
Project Manager.....	\$177.00 Per Hour
Project Leader.....	\$176.00 Per Hour
Professional Engineer.....	\$175.00 Per Hour
Senior Project Engineer.....	\$174.00 Per Hour
Project Engineer.....	\$159.00 Per Hour
Senior Design Engineer.....	\$147.00 Per Hour
Design Engineer.....	\$133.00 Per Hour
Senior Engineering Technician.....	\$130.00 Per Hour
Engineering Technician/Management Information Systems Technician.....	\$124.00 Per Hour
Professional Land Surveyor.....	\$173.00 Per Hour
Land Surveyor.....	\$151.00 Per Hour
Robotic Total Station.....	\$ 70.00 Per Hour
Party Chief.....	\$122.00 Per Hour
Survey Technician.....	\$115.00 Per Hour
Resident Engineer.....	\$154.00 Per Hour
Chief Construction Engineer.....	\$157.00 Per Hour
Senior Construction Engineer.....	\$135.00 Per Hour
Construction Engineer.....	\$126.00 Per Hour
Chief Construction Technician.....	\$114.00 Per Hour
Senior Construction Technician.....	\$102.00 Per Hour
Construction Technician.....	\$ 95.00 Per Hour
Technical Assistant.....	\$103.00 Per Hour
Senior CADD Technician.....	\$138.00 Per Hour
Licensed Landscape Architect.....	\$157.00 Per Hour
Senior Landscape Designer.....	\$141.00 Per Hour
Certified Tree Expert.....	\$126.00 Per Hour
Landscape Designer.....	\$114.00 Per Hour
Director of Planning.....	\$172.00 Per Hour
Professional Planner.....	\$163.00 Per Hour
Project Planner.....	\$141.00 Per Hour
Planning Technician.....	\$119.00 Per Hour
Partner.....	\$196.00 Per Hour
Principal.....	\$180.00 Per Hour
Managing Partner/Administrative Partner.....	\$205.00 Per Hour

Environmental services will be billed in accordance with CME's Environmental Rate Schedule.

Invoices - CME Associates (CME) will submit invoices to Client monthly and a final invoice upon completion of services. Payment is due upon presentation of invoice and is past due thirty days from invoice date. Client agrees to pay a finance charge of one and one-half percent per month, or the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must therefore be referred to an attorney or agency for collection, the Client agrees to pay a collection fee equal to the actual attorney or agency collection fee incurred by CME. Overtime rates are applicable after eight hours Monday through Friday, and all day Saturday and Sunday, and charged at one and one-half times the quoted rate. Holidays are charged at two times the quoted rate. Expenses incurred for reproduction, postage handling, photographs and for services including subconsultants equipment and facilities not furnished by CME are charged to the Client at cost plus fifteen percent. Automobile travel may be charged at the current rate per mile allowed by the Internal Revenue Service.

Standard of Care - Services performed by CME under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, IS MADE.

Contaminated Material - It is understood that CME is not, and has no responsibility as a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at any site. Client shall undertake or arrange for, either directly or indirectly through other contractors, the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at any site.





Utilities - In the execution of the work, CME will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold CME harmless for any damages to subterranean structures which are not called to CME's attention and/or not correctly shown on the plans furnished.

Right of Entry/Worksite - Client will provide for right of entry for CME personnel and equipment necessary to complete the work. While CME will take all reasonable precautions to minimize any damage to the property it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this agreement.

Client shall furnish or cause to be furnished to CME all documents and information known to Client that relate to the identity, location, quantity, nature or characteristics of any hazardous or toxic substances at, on or under the site. In addition, Client will furnish or cause to be furnished such other information on surface and subsurface site conditions required by CME for proper performance of its services. CME shall be entitled to rely on Client provided documents and information in performing the services required under this Agreement; however, CME assumes no responsibility or liability for their accuracy or completeness.

CME will not direct, supervise or control the work of contractors or their subcontractors. CME services will not include a review or evaluation of the contractor's (or subcontractor's) safety measures.

CME shall be responsible only for its activities and that of its employees on any site. Neither the professional activities nor the presence of CME or its employees or subcontractors on a site shall imply that CME controls the operations of others, nor shall this be construed to be an acceptance by CME of any responsibility for jobsite safety.

Indemnification - To the full extent permitted by law, Client shall indemnify, defend and hold harmless CME and its subcontractors, consultants, agents, officers, directors and employees (herein collectively referred to as Engineer) from and against all claims, damages, losses and expenses, whether direct, indirect or consequential, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the services of work of Engineer or any claims against Engineer arising from the acts, omissions of work of others, unless it is proven in a court of competent jurisdiction that the Engineer is guilty of negligence or willful misconduct in connection with the services and such negligence or willful misconduct was the sole cause of the damages, claims and liabilities.

Client agrees to indemnify and hold harmless Engineer from and against all claims, damages, losses and expenses, direct or indirect, and consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, brought by any person or entity, or claims against Engineer which arise out of, are related to, or are based upon, the actual or threatened dispersal, discharge, escape, release or saturation or smoke, vapors, soot, fumes, acids, alkalis, toxic chemical, radioactive materials, liquids, gases or any other material, upon, in or into the surface or subsurface soil; water or watercourse; objects; or any tangible or intangible matter.

To the fullest extent permitted by law, such indemnification shall apply regardless of the fault, negligence, breach of warranty or contract or strict liability of Engineer. This indemnification shall not apply to claims, damages, losses or expenses which are determined by a court of competent jurisdiction to be the sole result of negligence or willful misconduct by the Engineer of obligations under this Agreement.

Limitations of Liability - CME's total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of, or in any way related to, this Agreement from any cause or causes, including but not limited to CME's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, shall not exceed the total contract amount for the services provided by CME or \$50,000, whichever is less.

In no event shall CME be liable for consequential damages, including, without limitation, loss of use or loss of profits, incurred by Client or their subsidiaries or successors, regardless of whether such claim is based upon alleged breach of contract, willful misconduct, or negligent act or omission.

Professional services rendered for a Client shall be provided for that Client. The Client is responsible for the proper operation and use of the subject facilities and/or report and nothing herein shall provide any rights to any third party. The Client, in authorizing CME to proceed, acknowledges that the professional responsibility is limited.

Termination - This Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, CME shall be paid for services performed to the termination notice date plus reasonable termination expenses.

In the event of termination, or suspension for more than three (3) months, prior to completion of all work contemplated by this Agreement, CME may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of CME in completing such analyses, records and reports.

Assigns - The Client may not delegate, assign, sublet or transfer his duties or interests in this Agreement without the written consent of CME.

This agreement shall not create any rights or benefits to parties other than the Client and CME, except such other rights as may be specifically called for herein.





Certification 1818

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15 FEB 2017** to **15 FEB 2020**

CME ASSOCIATES
1460 ROUTE 9, SOUTH
HOWELL

NJ 07731-4194



FORD M. SCUDDER
State Treasurer





STATE OF NEW JERSEY
 BUSINESS REGISTRATION CERTIFICATE
 FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS

DEPARTMENT OF TREASURY
 DIVISION OF REVENUE
 P.O. BOX 282
 TRENTON, NJ 08646-0282

TAXPAYER NAME:

STEFANO, SAMUEL D, CORNELL, J, MCCLELLAN

TRADE NAME:

CONSULTING AND MUNICIPAL ENGINEERS

TAXPAYER IDENTIFICATION#

223-484-435/000

CONTRACTOR CERTIFICATION#

1495

ADDRESS

7460 ROUTE 9 SOUTH
 HOWELL NJ 07731

ISSUANCE DATE:

05/07/02

EFFECTIVE DATE:

01/01/97

Francis A. Galt
 Deputy Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.





CONSAND-01

MORTIZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/10/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Van Dyk Group 12800 Long Beach Blvd Beach Haven Terrace, NJ 08008	CONTACT NAME: PHONE (A/C, No, Ext): (609) 492-1511	FAX (A/C, No): (609) 492-7643
	E-MAIL ADDRESS:	
INSURED Consulting and Municipal Engineers, LLP 1460 Route 9 South Howell, NJ 07731	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The Travelers Indemnity Company of America	NAIC # 25666
	INSURER B: Travelers Indemnity of Connecticut	25682
	INSURER C: Travelers Indemnity Company	25658
	INSURER D: The Travelers Indemnity Company of Connecticut	25682
	INSURER E: Continental Insurance Company of New Jersey	42625
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			680-1H021694	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BA-0C107858	8/1/2018	8/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-0C139592	8/1/2018	8/1/2019	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-8K11194A	8/1/2018	8/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab.			AEH288341883	12/15/2018	12/15/2019	Each Claim: 2,000,000
E	Professional Liab.			AEH288341883	12/15/2018	12/15/2019	Aggregate: 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER FOR GENERAL INFORMATION PURPOSES ONLY	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michelle K. Ortiz</i>
--	--

RESOLUTION
02052019 - 6

RE: APPOINTMENT OF AUDITOR

WHEREAS, there exists a need for auditing services, and

WHEREAS, the amount of the retainer in the contract is \$26,750 per annum, and,

WHEREAS, funds are available and have been budgeted for said services, and

WHEREAS, local public contracts law (N.J.S.A. 40A: 11-1 et. seq.) requires that the Resolution authorizing the award of contracts for 'Professional Services' without competitive bids and the contract itself must be available for public inspection;

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED by the Township of Franklin Sewerage Authority in the County of Somerset, as follows:

1. The Chairperson and Secretary are hereby authorized and directed to execute the attached contract with Hodulik & Morrison, P. A.

2. This contract is awarded without competitive bidding as a "Professional Service" in accordance with 40A: 11-5 (1) (a) Local Public Contracts Law because the services contained in the contract are specialized and qualitative in nature, requiring expertise and extensive training which are to be performed by individuals who have a prudent reputation in the particular field of endeavor and cannot be reasonably described by written specifications and are to be performed by persons licensed to practice their profession by the State of New Jersey.

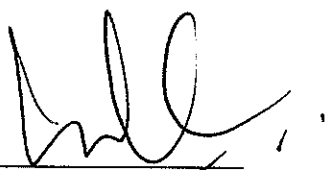
RESOLUTION - APPOINTMENT OF AUDITOR CONTINUED:

3. A notice of this action shall be printed once in the Courier News.

Offered by: Mr. Anbarasan

Seconded by: Ms. DeVeaux

VOTE:	Mr. Anbarasan	- Aye
	Ms. DeVeaux	- Aye
	Ms. Ford (Alt.)	- Absent
	Mr. Jalloh	- Absent
	Mr. Tiwari	- Aye
	Chairman Galtieri	- Aye



SECRETARY / TREASURER


CHAIRPERSON

Adopted: February 5, 2019

HODULIK & MORRISON, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
REGISTERED MUNICIPAL ACCOUNTANTS
PUBLIC SCHOOL ACCOUNTANTS
1102 RARITAN AVENUE, P.O. BOX 1450
HIGHLAND PARK, NJ 08904
(732) 393-1000
(732) 393-1196 (FAX)
(E-MAIL) admin@hm-pa.net

ANDREW G. HODULIK, CPA, RMA, PSA
ROBERT S. MORRISON, CPA, RMA, PSA

MEMBERS OF:
AMERICAN INSTITUTE OF CPA'S
NEW JERSEY SOCIETY OF CPA'S
REGISTERED MUNICIPAL ACCOUNTANTS OF N.J

ENGAGEMENT LETTER FOR AUDITING AND ACCOUNTING SERVICES

January 9, 2019

The Chairman and Authority Members
Township of Franklin Sewerage Authority
70 Commerce Drive
Somerset, New Jersey 08873-3470

Honorable Chairman and Authority Members:

We are pleased to confirm our understanding of the services we are to provide Township of Franklin Sewerage Authority, Somerset County, New Jersey for the year ended May 31, 2019. This letters serves as an addendum to any form of contract executed between the Township of Franklin Sewerage Authority and the firm.

We will audit the statement of net position of the Township of Franklin Sewerage Authority (the "Authority") as of May 31, 2019 and the related statements of revenues, expenses and changes in net position and cash flows, including the notes to financial statements, for the year then ended. Please note the majority of the work to be performed on the audit of the Authority's financial statements will occur during the fiscal year subsequent to the May 31, 2019 year-end.

Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Township of Franklin Sewerage Authority's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Township of Franklin Sewerage Authority's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis.
- Other Required Supplemental Information

We have also been engaged to report on supplementary information other than RSI, that accompanies 's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- Schedule of expenditures of federal and/or state awards (where applicable*).
- Supplementary Financial Schedules

*A federal and/or state single audit and the associated auditing and reporting requirements, including the reporting of the schedules of federal and/or state awards, becomes effective when the local unit expends the applicable threshold or more in either federal or state awards, or both. Any references to a Single Audit, the schedule of federal and/or state awards and the requirements of the Uniform Guidance in this engagement letter, when effective/applicable, may also include a state Single Audit, the schedule of state awards and the requirements of N.J. OMB Circular 15-08, depending upon the level of expenditure of state awards.

The following information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

Other Supplemental Financial Information and Data

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to above when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal and or state statutes, regulations, and the terms and conditions of federal and/or state awards (where applicable) that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal and/or state awards (Uniform Guidance) and N.J. OMB Circular 15-08, (all, where applicable).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of Uniform Guidance, and the audit requirements of the applicable State of New Jersey Departments, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions and to render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter paragraphs. If our opinions on the financial statements or the Single Audit compliance opinions (where applicable) are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We have advised you of the limitations of our audit regarding the detection of fraud and the possible effect on the financial statements (including misappropriation of cash or other assets). Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedules of expenditures of federal and state awards; federal and state award programs; compliance with laws, regulations, contracts and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and/or state award program, (where applicable). However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable federal and state statutes, regulations and the provisions of contracts and grant agreements applicable to major programs, (where applicable). Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of entity's major programs. The purpose of these procedures will be to express an opinion on entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal and/or state awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and/or state awards, and all accompanying information in conformity with U.S. generally accepted accounting principles or other applicable standards; and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements).

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal and/or state statutes, regulations, and the terms and conditions of federal and/or state awards, take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings, promptly follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal and/or state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and/or state awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and/or state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and/or state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and/or state awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal and/or state awards no later than the date the schedule of expenditures of federal and/or state awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and/or state awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and/or state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and/or state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles or other comprehensive basis of accounting. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported, on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with

our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP or other comprehensive basis of accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP or other comprehensive basis of accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and/or state awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and/or state awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal and/or state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter. We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification.

If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the Authority; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Hodulik & Morrison, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals, will be made available upon request and in a timely manner to Division of Local Government Services or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or

to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Hodulik & Morrison, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Division of Local Government Services. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our estimated maximum fees include travel and other out-of-pocket costs such as report reproduction, typing, postage, etc. Progress billings may be rendered up to 60% of the estimated maximums, which follow, with the balance due upon completion of the services. The total of our fees for the above services we are to provide is expected to be as follows:

Financial statement – Yellow Book audit	\$26,750.00
Single audit (if required)	6,700.00

This estimate assumes that unexpected circumstances will not be encountered during the audit. In the event that significant additional time is required to complete our engagement, as a result of financial records not completed, reconciled or made available for audit, the finding of material errors or irregularities, illegal acts, or misrepresentations, these matters would be reported to management for resolution. Also, should the Department of Community Affairs, Division of Local Government Services (DLGS), the Governmental Accounting Standards Board (GASB) or the N.J. Office of the State Comptroller impose additional accounting, auditing and/or reporting requirements, we will communicate with the administration any adjustments necessary for the additional required work. Any additional work performed will be billed in accordance with our standard hourly rates or in accordance with any flat fees established through separate negotiations.

Not included in the above estimate are the additional services required with respect to the Authority's reporting of GASB 34. We estimate the additional time necessary will approximate 25 hours that correlates to an estimated \$4,000.00 fee for GASB 34. We will apprise management on a continuous basis with respect to our GASB 34 services.

Our understanding of other nonaudit services we are to provide to the Authority, upon request, include:

- Calculation of the maximum Connection Fee permitted by law and regulation.
- Other special services that may be requested and authorized by the Authority relating to financial and regulatory analysis, additional services to be performed based on new auditing requirements promulgated by the Governmental Accounting Standards Board, Auditing Standards Board or the Division of Local Government Services, State of New Jersey or other information as required by the Authority.
- Management advisory services, on an as needed basis, as separately authorized.
- Assistance in the budget process, including the development of revenue and expenditure projections, preparation of statutorily required documents, preparation of any supporting documents or certifications required by the Division of Local Government Services, and any other services necessary to effect the timely approval and adoption of the budget.
- Reviews of the Authority's trial balance and status of bank reconciliations and other pertinent interim information, performed on a frequency as requested by the Authority.

Honorable Chairman and Authority Members

January 9, 2019

Our fees for these other services will be based on the actual time spent at our standard hourly rates, as indicated below, plus travel and other out-of-pocket costs such as report reproduction, typing, postage, etc. Our invoices for our fees will be rendered upon the completion of each of the specific services we are to provide.

<u>Position</u>	<u>Hourly Rate</u>
Principal	\$140.00
Senior Accountant	120.00
Junior Accountant	110.00
Other Staff	80.00

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our peer review report accompanies this letter.

We appreciate the opportunity to be of service to the Authority and believe this letter accurately summarizes the significant terms of our engagement. Should you have any questions, please contact us as soon as time permits. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us or follow the Authority's normal procedure for the execution of professional contracts.

Sincerely,

HODULIK & MORRISON, P.A.
Certified Public Accountants
Registered Municipal Accountants

RESPONSE:

This letter correctly sets forth the understanding of the Township of Franklin Sewerage Authority.

By: Will Galt

Title: Chairman

Date: 2/5/2019

HODULIK & MORRISON, P.A.

Report on the Firm's System of Quality Control

May 15, 2018

To the Partners of Hodulik & Morrison, P.A. and the Peer Review Committee of the New Jersey Society of CPA's.

We have reviewed the system of quality control for the accounting and auditing practice of Hodulik & Morrison, P.A. (the firm) in effect for the year ended November 30, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Hodulik & Morrison, P. A. in effect for the year ended November 30, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies) or fail. Hodulik & Morrison, P.A. has received a peer review rating of pass.

Davie Kaplan, CPA, P.C.

DAVIE KAPLAN, CPA, P.C.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
 Required Pursuant To N.J.S.A. 19:44A-20.8
FRANKLIN TOWNSHIP SEWERAGE AUTHORITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Hodulik & Morrison, P.A. has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding *January 1, 2019* to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the firm of *Hodulik & Morrison, P.A.* as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Part II – Ownership Disclosure Certification

I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- Partnership
 Corporation
 Sole Proprietorship
 Subchapter S Corporation
 Limited Partnership
 Limited Liability Corporation
 Limited Liability Partnership

Name of Stock or Shareholder	Home Address
Robert S. Morrison	71 Fieldstone Court, Skillman, NJ 08558
Andrew G. Hodulik	717 Dixie Lane, Plainfield, NJ 07062

Part 3 – Signature and Attestation:

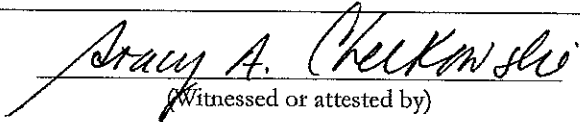
The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Hodulik & Morrison, P.A.

Signature of Affiant:  Title: Vice-President

Printed Name of Affiant: Andrew G. Hodulik Date: January 9, 2019

Subscribed and sworn before me this 9th day of January, 2019.


 (Witnessed or attested by)

My Commission expires: _____ (Seal)

STACY A. CHELKOWSKI
NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires 3/21/2020

Certification

CERTIFICATE OF EMPLOYEE INFORMATION REPORT ⁵²⁶²

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-AUG-2012

to

15-AUG-2019

**HODULIK & MORRISON, P.A.
1102 RARITAN AVE, P.O. BX 1450
HIGHLAND PARK NJ 08904**



A handwritten signature in black ink, appearing to read 'Andrew P. Sldamon-Eristoff'.

Andrew P. Sldamon-Eristoff
State Treasurer

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY
DIVISION OF REVENUE
TREASURY BUILDING
PO BOX 280
TRENTON, NJ 08646

TAXPAYER NAME
JAMES E. MORRISON, P.A.

TAXPAYER IDENTIFICATION #
222-488-138/0002

ADDRESS
1102 RARITAN VALLEY BOX 1150
HIGHLAND PARKEN NJ 07007

EFFECTIVE DATE
12/06/93

TRADE NAME

SEQUENCE NUMBER
0100435

ISSUANCE DATE
09/15/04

ISSUANCE DATE

ISSUANCE DATE

ISSUANCE DATE

ISSUANCE DATE

ISSUANCE DATE

ISSUANCE DATE

ISSUANCE DATE

ISSUANCE DATE

ISSUANCE DATE

ISSUANCE DATE

ISSUANCE DATE

ISSUANCE DATE

ISSUANCE DATE

ISSUANCE DATE

ISSUANCE DATE

ISSUANCE DATE

ISSUANCE DATE

ISSUANCE DATE

ISSUANCE DATE

FORM BRCD 08-011

John J. Taylor
Director

2015

33

RESOLUTION
02052019 - 7

RE: APPOINTMENT OF GENERAL COUNSEL

WHEREAS, there exists a need for legal services, and

WHEREAS, the amount of the retainer in the contract is \$9,000 per annum, and

WHEREAS, funds are available and have been budgeted for said services, and

WHEREAS, local public contracts law (N.J.S.A. 40A: 11-1 et. seq.) requires that the Resolution authorizing the award of contracts for 'Professional Services' without competitive bids and the contract itself must be available for public inspection.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED by the Township of Franklin Sewerage Authority in the County of Somerset, as follows:

1. The Chairperson and Secretary are hereby authorized and directed to execute the attached contract with Eric M. Bernstein & Associates, L.L.C. for the period February 5, 2019 thru January 31, 2020, in accordance with the terms and conditions currently in place for provision of services of General Counsel attorneys at law of the State of New Jersey.

2. This contract is awarded without competitive bidding as a "Professional Service" in accordance with 40A: 11-5 (1) (a) Local Public Contracts Law because the services contained in the contract are specialized and qualitative in nature, requiring expertise and extensive training which are to be performed by individuals who have a prudent reputation in the particular field of endeavor and cannot be reasonably described by written

RESOLUTION - APPOINTMENT OF GENERAL COUNSEL CONTINUED:

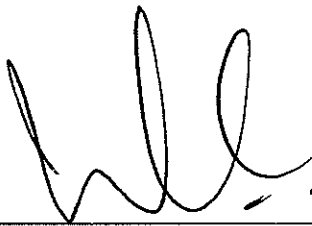
specifications and are to be performed by persons licensed to practice their profession by the State of New Jersey.

3. A notice of this action shall be printed once in the Courier News.
4. This resolution rescinds all prior actions and contractions regarding the provision of services as General Counsel to this Authority for the current year.

Offered by: Mr. Anbarasan

Seconded by: Ms. DeVeaux

VOTE:	Mr. Anbarasan	- Aye
	Ms. DeVeaux	- Aye
	Ms. Ford (Alt.)	- Absent
	Mr. Jalloh	- Absent
	Mr. Tiwari	- Aye
	Chairman Galtieri	- Aye



SECRETARY / TREASURER



CHAIRPERSON

Adopted: February 5, 2019

AGREEMENT TO PROVIDE LEGAL SERVICES

THIS AGREEMENT, made this 05 day of February, 2019 by and between the FRANKLIN TOWNSHIP SEWERAGE AUTHORITY, County of Somerset, 70 Commerce Drive, Somerset, New Jersey 08873 (hereinafter referred to as "Authority") and Eric Martin Bernstein, Esq., and ERIC M. BERNSTEIN & ASSOCIATES, L.L.C., 34 Mountain Boulevard, Building A, P.O. Box 4922, Warren, New Jersey 07059-4922 (hereinafter referred to as "Bernstein" or "Law Firm");

WITNESSETH:

WHEREAS, the Authority wishes to retain Authority Counsel to handle various legal matters on behalf of the Authority as are assigned by the Authority Board, Board Chairman, Executive Director or designees assigned to Bernstein. Eric Martin Bernstein, Esq. and the Law Firm are agreeable to perform all the necessary services for the Authority, its officials, officers and employees, in regard to such legal matters assigned to Bernstein affecting the Authority as Authority Counsel.

WHEREAS, the Law Firm is duly licensed to practice law in the State of New Jersey and desires to serve in said capacity.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, it is agreed, as follows:

1. The Law Firm will perform such legal services as the Authority may require by applicable statutes and regulations, the Authority's charter, by-laws and resolutions, which may be duly adopted by the Authority. Said services shall commence on February 5, 2019 and until the date fixed for the reorganizational meeting of the Authority on or about February 4, 2020 and until the Law Firm's successor shall have been duly qualified and appointed. In addition, the Law Firm shall continue to represent

the Authority in all matters assigned to Bernstein and the Law Firm during his representation of the Authority until their completion.

2(A) The Law Firm shall perform all of the necessary legal services in connection with all activities and operations of the Authority. Except for attendance at agenda meetings and regular meetings of the Authority, all such requests for legal services shall be directed to the Law Firm by the Executive Director, the Board Chairman or designee or other applicable party. Bernstein and/or the Law Firm shall not be an employee of the Authority and shall not be entitled to receive pension, health and/or any other benefits and/or emoluments generally provided to Authority employees/officials.

(B) Members of the Law Firm, most notably Bernstein, shall attend agenda and, if requested, regular meetings of the Authority, unless otherwise instructed to be absent. The Law Firm shall review agenda items, discuss the agenda with the Executive Director and/or staff, prepare routine resolutions for ordinary agenda items and shall be available for advice and assistance to Board members, the Executive Director and staff for all such matters as may arise from time to time related to Authority agenda and regular meetings.

(C) Beginning February 5, 2019, the Law Firm shall bill the Authority the sum of Seven Hundred Fifty (\$750.00) Dollars per month for the services specified in Paragraph 2(B) above. The Law Firm shall attend special meetings of the Authority at the rate of Seven Hundred Fifty (\$750.00) per meeting.

(D) For all other legal services other than set forth in Paragraph 2(B) above, beginning February 5, 2019, the Authority agrees to pay the following rate for all other legal services other than that covered in Paragraph 2(C) above. That hourly rate, which shall cover all attorneys in the Law Firm, is One Hundred Sixty (\$160.00) Dollars per

hour. The Authority and the Law Firm agree to review these rates annually and to mutually agree to any adjustments delineating such changes and the Authority shall promptly pay such vouchers upon presentation. This amount is exclusive of Paragraph 2(C) above and Paragraph 2(E) below.

(E) The Law Firm shall charge separately for copies, expenses or overnight mail, delivery services, court costs, filing fees, deposition costs and transcript costs which will be detailed separately on the Law Firm's monthly billing statements.

(F) The Authority, the Executive Director, members of the Authority's Board and the Authority's employees, officers, officials, agents, designees, assigns and representatives shall fully cooperate with the Law Firm and will provide to the Law Firm all documents, papers, records and other information which the Law Firm, in their sole professional judgment, deem necessary and/or advisable to assist the Law Firm in performing its duties and responsibilities pursuant to this Agreement and/or its representation of the Authority.

3. Payment for services rendered by the Law Firm shall be due upon presentation on official voucher with attached, detailed itemization which shall include a description of services rendered, hours expended, as well as disbursements claimed. It is agreed that all vouchers must be accepted by the Authority as to form and documentation before payment will be made. All statements for services rendered will be presented to the Authority on a monthly basis and will be received by the Authority not later than the last working day of the month following the month for which the services are rendered.

4. During the performance of this contract, the Law Firm agrees as follows:

a. The Law Firm will not discriminate against any applicant for employment because of age, race, creed, color, national origin, ancestry, marital status

or sex. The Law Firm will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Law Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this non-discrimination cause;

b. The Law Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Law Firm, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

c. The Law Firm will send each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Law Firm's commitments under this Act and shall post copies of the notice in conspicuous places available for employees and applicants for employment.

d. The Law Firm agrees to comply with any regulations promulgated by the State Treasurer, pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

5. The Law Firm agrees to attempt in good faith to employ minority and female workers consistent with applicable county employment goals prescribed by N.J.A.C. 17:27-5.2, promulgated by the State Treasurer, pursuant to P.L. 1975, c. 127,

as amended and supplemented from time to time or in accordance with the binding determination of the applicable county employment goals of the affirmative action office, pursuant to N.J.A.C. 17:27-5.2, promulgated by the State Treasurer, pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

6. The Law Firm agrees to inform, in writing, appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in any direct or indirect discriminatory practices.

7. The Law Firm agrees to revise any of its testing procedures, if necessary, to assure that all personal testing conforms with the principals of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

8. The Law Firm agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

9. The failure of the Authority at any time to insist upon a strict performance of any terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in terms, conditions and covenants herein contained.

10. This Agreement shall be binding on the heirs, successors and assigns of each party hereto.

11. The term of the Agreement shall be for the period of one (1) year commencing on February 5, 2019 and shall not automatically renew, except for the fact that Bernstein shall continue to represent the Authority in any and all matters assigned prior to the end of the term to their completion. Bernstein and the Law Firm shall serve beyond the one (1) year period until either renewed or a successor attorney is qualified and appointed.

12. The Authority represents that it has and will have sufficient funds available to the Authority in its applicable budgets to pay all the bills of the Law Firm for the services rendered by the Law Firm to the Authority to the extent of and this contract shall be limited to, such amounts as may be from time to time appropriated by the Authority.

13. All notices given pursuant to this Agreement shall be in writing and delivered by mailing same, by regular mail, to the respective parties at the addresses set forth below:

Eric Martin Bernstein, Esq.
ERIC M. BERNSTEIN & ASSOCIATES, L.L.C.
34 Mountain Boulevard
Building A
P.O. Box 4922
Warren, New Jersey 07059

William Galtieri, Chairperson
FRANKLIN TOWNSHIP SEWERAGE AUTHORITY
70 Commerce Drive
Somerset, New Jersey 08873

14. This Agreement contains all the terms and conditions agreed upon by the parties hereto, and there are no other agreements, all or otherwise, between the parties regarding the subject matter of this Agreement.

15. No alterations, changes, modifications or variations of this Agreement or the terms thereof shall be valid unless in writing and signed by the both the parties hereto or their duly authorized representative.


16. This Agreement is made subject to and shall be construed and governed by the laws of the State of New Jersey.

17. Eric M. Bernstein & Associates, LLC Contractor is advised that the responsibility to file an annual disclosure statement on potential contributions with the New Jersey Election Law Enforcement Commission, pursuant to N.J.S.A 19:44-20.13. (P.L. 2005, c. 271.5.3) rests with Eric M. Bernstein & Associates, LLC, if Eric M. Bernstein & Associates, LLC Contractor receives contracts in excess of \$50,000 from public entities in a calendar year. It is Eric M. Bernstein & Associates, LLC Contractor's responsibility to determine if filing is necessary.


IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have hereunto affixed their hands and seals the day and year first written above.

ATTEST:

FRANKLIN TOWNSHIP SEWERAGE
AUTHORITY



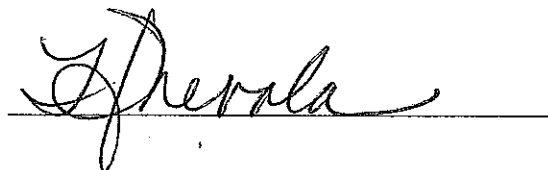
April L. Roach


By: 

William Galtieri

ATTEST:

ERIC M. BERNSTEIN & ASSOCIATES, L.L.C.



By: 

Eric Martin Bernstein, Esq.

**RESOLUTION
02052019 - 8**

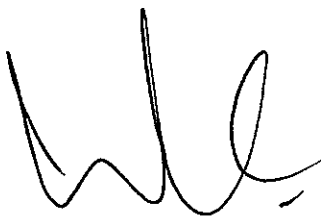
RE: OFFICIAL DEPOSITORY

BE AND IT IS HEREBY RESOLVED by the Township of Franklin Sewerage Authority in the County of Somerset that the TD Bank be and is hereby named as the official depository for the Township of Franklin Sewerage Authority.

Offered by: Ms. DeVeaux

Seconded by: Mr. Anbarasan

VOTE:	Mr. Anbarasan	- Aye
	Ms. DeVeaux	- Aye
	Ms. Ford (Alt.)	- Absent
	Mr. Jalloh	- Absent
	Mr. Tiwari	- Aye
	Chairman Galtieri	- Aye



SECRETARY / TREASURER



CHAIRPERSON

Adopted: February 5, 2019

RESOLUTION
02052019 - 9

RE: SIGNATURES ON CHECKS

WHEREAS, rules and regulations adopted by the Department of Community Affairs Division of Local Government Services, titled, "New Jersey Local Authorities Accounting Principles and Auditing Standards Manual," mandates that payment of claims by checks drawn on the Authority shall be signed by the Chairperson of the Authority the Secretary and an original countersignature by such other officer or official as designated by resolution.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED by the Township of Franklin Sewerage Authority in the County of Somerset that the following are authorized to sign checks on behalf of the Authority.

Chairperson
Secretary / Treasurer
Executive Director
Acting Executive Director

Offered by: Mr. Anbarasan

Seconded by: Ms. DeVeaux

VOTE:	Mr. Anbarasan	- Aye
	Ms. DeVeaux	- Aye
	Ms. Ford (Alt.)	- Absent
	Mr. Jalloh	- Absent
	Mr. Tiwari	- Aye
	Chairman Galtieri	- Aye



SECRETARY / TREASURER



CHAIRPERSON

Adopted: February 5, 2019

**RESOLUTION
02052019 - 10**

RE: OFFICIAL NEWSPAPER

BE AND IT IS HEREBY RESOLVED by the Township of Franklin Sewerage Authority in the County of Somerset that the Courier News be and is hereby designated as the official newspaper of the Township of Franklin Sewerage Authority.

Offered by: Mr. Anbarasan

Seconded by: Ms. DeVeaux

VOTE:	Mr. Anbarasan	- Aye
	Ms. DeVeaux	- Aye
	Ms. Ford (Alt.)	- Absent
	Mr. Jalloh	- Absent
	Mr. Tiwari	- Aye
	Chairman Galtieri	- Aye



SECRETARY / TREASURER



CHAIRPERSON

Adopted: February 5, 2019

**RESOLUTION
02052019 - 11**

Resolution to Reauthorize a Petty Cash Fund

WHEREAS, the Board of Commissioners have previously established a need to have readily available cash on hand for incidental cash outlays and an additional readily accessible checking account for other small and incidental charges; and

WHEREAS, it is the policy of the Authority to review the allowable and customary impressed balances of said accounts, such that they are consistent with the administrative needs of the Authority; and

WHEREAS, staff has reviewed and recommended to the Board of Commissioners that the existing allowable impressed balances of the aforementioned accounts are adequate and require no change in denomination.

NOW, THEREFORE, BE IT RESOLVED by the Franklin Township Sewerage Authority that the Executive Director be and is hereby authorized to maintain a Petty Cash Fund in the amount of \$250.00 for incidental cash outlays.

Offered by: Mr. Anbarasan

Seconded by: Ms. DeVeaux

VOTE:	Mr. Anbarasan	- Aye
	Ms. DeVeaux	- Aye
	Ms. Ford (Alt.)	- Absent
	Mr. Jalloh	- Absent
	Mr. Tiwari	- Aye
	Chairman Galtieri	- Aye



SECRETARY / TREASURER


CHAIRPERSON

Adopted: February 5, 2019

RESOLUTION
02052019 - 12

A Resolution to Re-appoint Apryl L. Roach as Qualified Purchasing Agent for
The Franklin Township Sewerage Authority

WHEREAS, The Franklin Township Sewerage Authority a public body politic and corporate as prescribed in and governed by Title 40:14A; and

WHEREAS, N.J.S.A. 40A:11-9(b) provides that a government unit which employs a Qualified Purchasing Agent can take advantage of a higher bid threshold pursuant N.J.S.A. 40A:11-3(c) and grants the authorization to negotiate and award such contracts below the bid threshold; and

WHEREAS, N.J.S.A. 40A:11-9(b) establishes the criteria for qualifying as a Qualified Purchasing Agent; and

WHEREAS, Apryl L. Roach, an employee of the Franklin Township Sewerage Authority has successfully completed all professional and educational requirements including but not limited to New Jersey Procurement Law and the Municipal Finance Administration Course to earn a Qualified Purchasing Agent Certificate; and

WHEREAS, a submitted application for a Qualified Purchasing Agent Certificate was mailed to the Division of Local Government Services on May 3, 2016; and subsequently approved by the Department of Community Affairs on June 14, 2016.

NOW, THEREFORE, BE IT RESOLVED that the Franklin Township Sewerage Authority hereby recognizes and re-appoints Apryl L. Roach as the Qualified Purchasing Agent of the Authority effective February 5, 2019 to exercise the duties of a Purchasing Agent pursuant to N.J.S.A. 40A:11-2(30) with specific relevance to the Authority's responsibility and accountability of the purchasing activities of the Franklin Township Sewerage Authority.

Offered by: Mr. Anbarasan

Seconded by: Ms. DeVeaux

VOTE:	Mr. Anbarasan	- Aye
	Ms. DeVeaux	- Aye
	Ms. Ford (Alt.)	- Absent
	Mr. Jalloh	- Absent
	Mr. Tiwari	- Aye
	Chairman Galtieri	- Aye



SECRETARY / TREASURER



CHAIRPERSON

Adopted: February 5, 2019

**RESOLUTION
02052019 - 13**

A Resolution to Re-Appoint Apryl L. Roach
as the Public Agency Compliance Officer for
The Franklin Township Sewerage Authority

WHEREAS, The Franklin Township Sewerage Authority a public body politic and corporate as prescribed in and governed by Title 40:14A; and

WHEREAS, the Affirmative Action Regulations of the State of New Jersey Affirmative Action Office address public agencies awarding contracts under P.L. 1975, Chapter 127 (N.J.A.C. 17:27) and further provide contract language and reporting procedures for entering into procurement, service and construction contracts; and

WHEREAS, regulations further provide for the annual designation of an officer or employee of the public agency to serve as a Public Agency Compliance Officer (PACO) who will be responsible for coordinating the reporting procedures from contractors and to generally supervise the compliance procedures regarding the Affirmative Action Regulations.

NOW, THEREFORE, BE IT RESOLVED that the Franklin Township Sewerage Authority hereby recognizes and re-appoints Apryl L. Roach as the Public Agency Compliance Officer of the Authority effective February 5, 2019 to exercise the duties of a Public Agency Compliance Officer with specific relevance to the Authority's responsibility to generally supervise the compliance procedures regarding the Affirmative Action Regulations as it pertains to procurement, service and construction contracts.

BE IT FURTHER RESOLVED, that a certified true copy of this resolution will be forwarded to the Department of Treasury, Division of Purchase and Property Contract Compliance Unit EEO Monitoring Program, Post Office Box 236, Trenton, New Jersey 08625-0236.

Offered by: Mr. Anbarasan

Seconded by: Ms. DeVeaux

VOTE:

Mr. Anbarasan	- Aye
Ms. DeVeaux	- Aye
Ms. Ford (Alt.)	- Absent
Mr. Jalloh	- Absent
Mr. Tiwari	- Aye
Chairman Galtieri	- Aye



SECRETARY / TREASURER



CHAIRPERSON

Adopted: February 5, 2019