

Franklin Township Sewerage Authority

Minutes of Meeting

June 4, 2019

PRESENT

Chairman Galtieri called the Monthly Meeting of the Township of Franklin Sewerage Authority to order at 6:40 PM. The following Commissioners were also present: Mr. Anbarasan and Ms. DeVeaux. In attendance were also: Brian Regan, Executive Director; Apryl L. Roach, Administrative Manager; Christian Santiago, Staff Engineer; Eric M. Bernstein, Esq., General Counsel; Joseph Gemmell and Howard Matteson, Consulting Engineers.

ROLL CALL

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

PLEDGE OF ALLEGIANCE

CHAIRMAN'S STATEMENT:

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

NOTE: Mr. Tiwari arrived at 6:45 PM

PUBLIC COMMENTS

Mr. Anbarasan moved to open the meeting for Public Comments, seconded by Ms. DeVeaux.
The members were polled by acclamation 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 the meeting for Public Comment, seconded by Mr. Anbarasan.

The members were polled by acclamation as follows:

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

REVIEW OF THE MINUTES – May 13, 2019

Chairman Galtieri asked if there were any questions or concerns regarding the Minutes from May 13, 2019; the minutes were acceptable as written.

Mr. Anbarasan made a motion to accept the May 13, 2019 Minutes, this was 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

REVIEW OF MINUTES – Executive Session – May 13, 2019

NOTE: Mr. Bernstein asked Chairman Galtieri for these Minutes to be held and discussed during the Executive Session.

REPORTS

EXECUTIVE SUMMARY – Brian G. Regan, Executive Director

Legal

- No major issues/concerns.
- Executive Session may be necessary to address Treatment Water Application (TWA) and personnel salary administration.

Marcy Street Sanitary Sewer Rehabilitation – Color: Green

- Scope of Services (including schedule) under review by Eric's Office
- Specification document under FTSA review June 7th, attorney review a week later.

Foxwood Drive Rehab – Color: Green

- Color: Green
 - Construction phase completed
 - Will complete paperwork and final payment over next month

Hamilton Street PS – Color: Green

- Received TWA extension from NJ Department of Environmental Protection (DEP)
- Bid receive and opening Date – May 15th at FTSA
 - Received One Bid – Dulaine Contracting, Inc. \$3,049,460.00
 - CME arranging meeting with Dulaine, FTSA and Attorney to review some aspects of the bid
- Anticipated Contract Award during July
- Construction start late July

Somerset Street PS – Color: Yellow

- Color change – to Yellow.
- Extending past Contract Completion 3/31/19
- *Why not Red* if we are missing Contract Completion:
 - Warranted schedule issues/delays out of the control of the contractor
 - Not seeking penalties
 - Extending schedule but not increasing contract value for extended time
- Received updated detailed project schedule

- Mobilization on site June May 20 – June 8 did not happen at the level the FTSA expected
- Substantial Completion Date is expected to be early July
- CDM-Smith and Grade met today to review revised scheduled.
- Targeted Completion date is July 12, 2019

East Millstone Concept – Color: Green

- CDM Smith working on Design Document
 - Received Final DD and under review

EXECUTIVE DIRECTOR’S REPORT - Brian G. Regan

May 2019

1. Revenue Report

- Attached

2. Expense Report

- Attached

3. Cash Position

- Attached

4. Discussion Items

5. Resolutions

Standard

- **Payroll Account**
- **Operating Expense Account**
- **Renewal and Replacement**
- **North Tract Crossing**
- **Escrow**

Additional

- FY20 Budget
 - Submitted and Filed with DCA
- 2019-2020 Connection Fee increased to \$2,866.00 for the period June 1, 2019 – May 31, 2020 (currently is \$2,698.00).
- 2019 Connection Fee Status
- 2020 Connection Fee Plan
- Salary Admin – Executive Session
- Developer Agreements
 - Update on Birch Glenn/Sycamore Developers

- Passaic County Cooperative
 - o No cost to Authority to join
 - o Pump Stations Parts
- Summer Intern accepted – expected start of June 10th
- Office reconfigurations
- FTSA Complex Security analysis
- Credit card issuance for Scott Nocero, Operations Manager with a limit of \$2500.00
- The Bank of New York is requesting update to “Incumbency Certificate / Authorized Callbacks”
 - o (Signatures needed from Brian G. Regan, William Galtieri, Surendra Tiwari and Apryl L. Roach)

OPERATIONS REPORT ~ Presented by Brian G. Regan, Executive Director on behalf of Scott Nocero

Copies of the Operations report were provided as follows:

MAY 2019

Pump Stations

Routine pump station maintenance including valve exercising, wet well cleaning, alarm testing, lawn cutting and pump lubrications were performed. All emergency generators were exercised in accordance with the States’ Air Quality Program.

School Ave. P.S.: While performing routine inspections our staff found an anti-freeze leak relative to the emergency generator, after locating the cause, a hose was replaced on the thermostat housing.

Rodney Ave P.S.: The faulty light fixture on the exterior of the generator enclosure was replaced by Cambro’s electrician on 5/21/19.

Developer/Inspection Related Issues

During the month our staff performed **final** inspections for Canal Walk, Leewood and the Franklin High Schools concession stand connection. The Authority’s staff has been performing ongoing inspections for the project at 1850 Easton Ave., as well a single-family home with two (2) connections at 343 Bunker hill Road. FTSA performed inspection of all MH castings being raised and or adjusted during the Township’s road paving projects.

***Foxwood Rehab Project:** Inspections were performed throughout the month with **Final Completion on 5/28/19**. During the month of May, our area has had just under seven (7”) inches of rain, the Authority’s staff has been monitoring our troubled spot at 858

Easton Ave. known to have wet weather overflows when receiving heavy rain events in short periods of time or even when the ground was saturated followed by a “good” rain event, our observations have shown that between the work of this project as well as the FTWD repairing about 11 water leaks/breaks in the area to date, I believe we are now compliant with Agreed Order, Docket No. CWA-02-2016-3037 issued by the Environmental Protection Agency (“EPA”) to cease Sanitary Sewer Overflows. **A print out of rain event totals for the month of May were attached to the report.**

***Somerset Street Pump Station Project:** Inspections were performed on the days when work was going on. (site paving, MH & curb restorations, generator start-up, force main venting pipes installed etc.)

Odor Control

EVOQUA performed their monthly service and inspection of our odor and corrosion control systems, all feed rates remain the same from last month. There were no odor complaints for the month.

Collection System Related Issues

Gravity Sewer Flushing (2-Year Twp. Wide Program) During the month, our staff flushed and cleaned 45,716’ of main sewer lines as part of ongoing preventive maintenance program. Current est. from 1/19 to present encompasses nineteen (19%) percent of our overall goal.

Our staff has started the first (1st) cutting of our sewer easements throughout the town, at which time manholes will be inspected, encroaching tree branches will be cut back, and down trees will be removed, leaving full access for any necessary sewer work.

On 5/17/19, our crew replaced the failed E-One grinder at 4 Washington Ave. with an operating unit, the grinder was repaired at our shop, tank tested and now available for service.

On 5/1/19, FTSA sent a repair crew out to 9th street to repair a broken sewer main caused by damage from the DPW’s excavator while installing water main, the DPW’s field crew performed the clearing and digging to expose the pipes for FTSA’s staff to make the repairs.

On 5/29/19, we had a repair crew excavate and replace a broken sewer lateral that involved making a complete service lateral connection to main sewer repair in front of 13 Barker Road.

Complaint and Alarm Dispositions

During the month, our staff responded to several concerns for slow draining sewers, in each case the causes were identified to be the homeowner’s responsibility by our staff

utilizing our push and lateral launch cameras, the owners were advised to contact a licensed plumber for assistance. Our staff also responded to an after-hour alarm at our Shirley Ave. P.S. where we believe there was a power blip causing Pump #3 to trip out while it was running.

Safety/Training

There were no accidents or injuries for the month of May.

During the month, we sent three (3) of FTSA's maintenance staff to Pumping Services Inc. who is a vendor that the Authority has been dealing with for equipment, service, training and rental of needed materials not owned by us. For many years, PSI always includes our maintenance personnel in educating them in the repairs and maintenance of pumps and other equipment, so on 5/15 & 5/16 the three (3) guys attended a pump maintenance & rebuilding class that included classroom and hands on training. The guys' feedback was great in that they all feel they learned a lot, which in the end becomes a great asset to the Authority.

Connections

Current Months Connections:	308
Total to Date:	490
Anticipated for Fiscal Year 2018-2019 :	391

COMMITTEE REPORTS:

NEGOTIATIONS / PERSONNEL COMMITTEE

Chairman Galtieri said there will be personnel issues discussed during the Executive Session.

MUNICIPAL LIAISON COMMITTEE

Chairman Galtieri thanked the Authority for hosting the Hazardous Waste Day on June 15, 2019.

Executive Director Brian G. Regan asked for clarification on an upcoming Paper Shredding date.

CONSTRUCTION COMMITTEE

Chairman Galtieri said there is nothing to report.

SAFETY COMMITTEE

Chairman Galtieri said there were no accidents and there is nothing to report.

APPROVAL OF RESOLUTIONS

The Approval of some of the resolutions will be done by the "Consent Agenda".

Chairman Galtieri said that all of the items listed below are considered to be of a routine nature, thereby requiring one (1) motion and one (1) second for all items.

If any member wishes to remove an item from the Consent Agenda, please advise (the Chair) at this time which resolution(s) need to be handled separately and they will be addressed and voted on separately.

Payroll Account \$ 231,833.23

Operating Expense Account \$ 127,332.28

General Fund \$15,338.36

Renewal and Replacement \$ 15,137.75

North Tract Crossing \$ 3,914.12

Escrow \$ 1,560.00

Mr. Tiwari made a motion to approve the Consent Agenda, seconded by Mr. Anbarasan.

A roll call was taken as follows:

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

ADDITIONAL RESOLUTIONS

FRANKLIN TOWNSHIP SEWERAGE AUTHORITY

RESOLUTION

06042019 - 7

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE
A PROFESSIONAL SERVICES CONTRACT WITH CME ASSOCIATES FOR
THE SANITARY SEWER REHABILITATION PROJECT AT NORTH
CROSSING – MARCY STREET AREA ON BEHALF OF THE FRANKLIN
TOWNSHIP SEWERAGE AUTHORITY**

WHEREAS, the Township of Franklin Sewerage Authority, a public body corporate and politic of the State of New Jersey, was created pursuant to the Sewerage Authorities Law, N.J.S.A. 40:14A-1 et. seq. for the purposes of managing, operating, maintaining and improving certain sewerage facilities and apparatus located in the Township of Franklin (hereinafter referred to as the “Authority”); and,

WHEREAS, the Authority requires professional engineering services for the project known as the Sanitary Sewer Rehabilitation North Crossing – Marcy Street Area; and,

WHEREAS, CME Associates submitted a proposal to perform those professional engineering services, dated April 22, 2019, a copy of which is on file in the Authority’s office of the Administrative Manager and made a part hereof; and,

WHEREAS, Authority General Counsel, Eric M. Bernstein, Esq., and the offices of Eric M. Bernstein & Associates, L.L.C. has reviewed the Proposal submitted by CME Associates and propose acceptance of same.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Franklin Township Sewerage Authority, County of Somerset, State of New Jersey that the Board of Commissioners does hereby authorize the Executive Director to sign a contract with CME Associates based upon the April 22, 2019 Proposal submitted by CME Associates without the need for any further action of this Board of Commissioners.

BE IT FURTHER RESOLVED that any Contract with CME Associates shall be subject to the Certification of the Board of Commissioners’ Secretary – Treasurer as to the availability of funds for payment for same, if such should exist.

BE IT FURTHER RESOLVED that the award is made pursuant to and consistent with the Local Public Contracts Laws of the State of New Jersey.

Offered by: Ms. DeVeaux

Seconded by: Mr. Tiwari

A roll call was taken as follows:

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

RESOLUTION

06042019 - 8

**Re: PROPOSAL FOR PROFESSIONAL SERVICES FOR THE
HAMILTON STREET PUMP STATION SERVICE AREA**

**BE AND IT IS HEREBY RESOLVED, by the Township of Franklin
Sewerage Authority in the County of Somerset that CME be and is hereby
authorized to do the design, bid and construction phase services of the
Hamilton Street Pump Station Service Area.**

Offered by: Mr. Anbarasan

Seconded by: Ms. DeVeaux

A roll call was taken as follows:

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

RESOLUTION

06042019 – 9

**RESOLUTION FOR MEMBER PARTICIPATION
IN THE PASSAIC COUNTY COOPERATIVE PRICING SYSTEM ID#
38PCCP**

A RESOLUTION AUTHORIZING
THE TOWNSHIP OF FRANKLIN SEWERAGE AUTHORITY
(FRANKLIN TOWNSHIP SEWERAGE AUTHORITY)
TO ENTER INTO A COOPERATIVE PRICING AGREEMENT

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the County of Passaic, hereinafter referred to as the "Lead Agency " has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services;

WHEREAS, on 4th day of June, 2019 the governing body of the Township of Franklin Sewerage Authority County of Somerset, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE BE IT RESOLVED as follows:

TITLE

This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the Township of Franklin Sewerage Authority

AUTHORITY

Pursuant to the provisions of *N.J.S.A. 40A:11-11(5)*, the Executive Director is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

CONTRACTING UNIT

The Lead Agency shall be responsible for complying with the provisions of the *Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)* and all other provisions of the revised statutes of the State of New Jersey.

EFFECTIVE DATE

June 4, 2019

This resolution shall take effect immediately upon passage.

CERTIFICATION

BY:

Brian G. Regan, Executive Director

ATTEST BY:

Apryl L. Roach, Administrative Manager

Offered by: Ms. DeVeaux

Seconded by: Mr. Anbarasan

A roll call was taken as follows:

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

RESOLUTION
06042019 - 11

Re: AMEND REVISION OF SALARY GUIDELINES

BE AND IT IS HEREBY RESOLVED by the Township of Franklin Sewerage Authority in the County of Somerset that the following salary guidelines be revised and a copy attached hereto and made a part hereof; and,

BE IT FURTHER RESOLVED that said recommendations become effective June 1, 2019.

Offered by: Ms. DeVeaux

Seconded by: Mr. Tiwari

A roll call was taken as follows:

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

RESOLUTION
06042019 - 10

Re: SALARIES FOR NON-UNION OFFICE PERSONNEL

BE AND IT IS HEREBY RESOLVED by the Township of Franklin Sewerage Authority in the County of Somerset, that the following Administrative Staff delineated in a copy attached hereto and made a part

hereof be accepted; and,

BE IT FURTHER RESOLVED that said recommendation of a 2%

COLA become effective June 1, 2019.

Offered by: Ms. DeVeaux

Seconded by: Mr. Tiwari

A roll call was taken as follows:

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

RESOLUTION

06042019 - 12

RE: SALARY INCREASE FOR BOOKKEEPER

WHEREAS, the Commissioners of the Franklin Township Sewerage Authority in the County of Somerset have decided to increase the Bookkeeper Salary.

NOW, THEREFORE, BE IT RESOLVED that Jenny Knapp's salary shall be adjusted effective June 1, 2019.

Offered by: Mr. Anbarasan

Seconded by: Ms. DeVeaux

A roll call was taken as follows:

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

RESOLUTION

06042019 - 13

**RE: SALARY INCREASE FOR RECEPTIONIST /
ADMINISTRATIVE ASSISTANT**

WHEREAS, the Commissioners of the Franklin Township Sewerage Authority in the County of Somerset have decided to increase the Administrative Assistant Salary.

NOW, THEREFORE, BE IT RESOLVED that Vanessa Mangual's salary shall be adjusted effective June 1, 2019.

Offered by: Mr. Anbarasan

Seconded by: Ms. DeVeaux

A roll call was taken as follows:

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

RESOLUTION

06042019 - 14

RE: SALARY INCREASE FOR OPERATIONS MANAGER

WHEREAS, the Commissioners of the Franklin Township Sewerage Authority in the County of Somerset have decided to increase the Operations Manager Salary.

NOW, THEREFORE, BE IT RESOLVED that Scott Nocero' s salary shall be adjusted effective June 1, 2019.

Offered by: Mr. Anbarasan

Seconded by: Ms. DeVeaux

A roll call was taken as follows:

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

RESOLUTION

06042019 - 15

RE: SALARY INCREASE FOR ADMINISTRATIVE MANAGER

WHEREAS, the Commissioners of the Franklin Township Sewerage Authority in the County of Somerset have decided to increase the Administrative Manager Salary.

NOW, THEREFORE, BE IT RESOLVED that Apryl Roach's salary shall be adjusted effective June 1, 2019.

Offered by: Mr. Anbarasan

Seconded by: Ms. DeVeaux

A roll call was taken as follows:

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

RESOLUTION

06042019 - 16

RE: SALARY INCREASE FOR STAFF ENGINEER

WHEREAS, the Commissioners of the Franklin Township Sewerage Authority in the County of Somerset have decided to increase the Staff Engineer Salary.

NOW, THEREFORE, BE IT RESOLVED that Christian Santiago's salary shall be adjusted effective June 1, 2019.

Offered by: Mr. Anbarasan

Seconded by: Ms. DeVeaux

A roll call was taken as follows:

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

RESOLUTION

06042019 - 17

RE: SALARY INCREASE FOR BILLING CLERK

WHEREAS, the Commissioners of the Franklin Township Sewerage Authority in the County of Somerset have decided to increase the Billing Clerk Salary.

NOW, THEREFORE, BE IT RESOLVED that Mary Ann Sokolowski's salary shall be adjusted effective May 3, 2019.

Offered by: Mr. Anbarasan

Seconded by: Ms. DeVeaux

A roll call was taken as follows:

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

Mr. Bernstein announced that the Authority will go into Executive Session for purposes pursuant to N.J.S.A. 10:4-12b (7) and (8) attorney client privilege and negotiations other than collective bargaining involving Sycamore Developers and a personnel matter involving the Executive Director.

WHEREAS, items on the agenda fall under paragraphs 7 and 8 of the Open Public Meeting Act of New Jersey N.J.S.A. 10:4-12(b) and the Public shall be excluded from this portion of the meeting. Public disclosures will be made available upon resolution of these matters and confidentiality is no longer necessary.

Chairman Galtieri asked for a motion to go into Executive Session.

Ms. DeVeaux made a motion to go into the Executive Session at 7:29 PM, seconded by Mr. Tiwari.

A Roll Call was taken by acclamation 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 made a motion to come out of the Executive Session, seconded by Ms. DeVeaux at approximately 8:13 P.M.

A Roll Call was taken by acclamation as follows:

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

Mr. Bernstein made the following statement as the Board reentered for Open Session:

Let the record reflect that all members of the Board of Commissioners of the Franklin Township Sewerage Authority present at the commencement of the Public Session at 8:13 PM were present at the recommencement of the Open Session, as well as the Executive Director, the Administrative Manager, and General Counsel. During the Executive Session, the Authority

Executive Director was asked to leave for purposes of discussion regarding an issue involving his employment as the Executive Director at his request of which the Board has discussed same and authorized the Chair and General Counsel to meet accordingly and the Executive Director was advised of the same.

Mr. Bernstein said there are a few matters that need Board attention, one (1) is the adoption of the Executive Session Minutes from May 13, 2010.

Ms. DeVeaux made a motion, seconded by Mr. Anbarasan.

A Roll Call was taken by acclamation as follows:

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

Mr. Bernstein said item two (2) is the Executive Director and General Counsel are asking the Board to continue the actions they took at the May 13, 2019 meeting relative to Sycamore as to Developers and the authorization to the Executive Director and Chair, where applicable, the execution of a Developers Agreement and a Treatment Works Application for said development.

Mr. Tiwari made a motion and seconded by Ms. DeVeaux.

A Roll Call was taken by acclamation as follows:

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

Mr. Bernstein said the third(3rd) item is more informational. Mr. Bernstein said there is a possibility that the Board may need another session between now and the July 2, 2019 Board meeting to deal with a financial issue regarding a current bond matter and, if so, the By-Laws do authorize the Chair or Vice Chair to call a meeting within the confines of notice under the Open Public Meetings Act.

Chairman Galtieri asked for a motion to adjourn.

Ms. DeVeaux made a motion to adjourn the meeting at 8:17 PM, seconded by Mr. Tiwari.

All Commissioners present voted "Aye".

Respectfully submitted,

Apryl L. Roach

Apryl L. Roach, MBA, MSHRM, PHR, SHRM-CP, Q.P.A., R.P.P.S.
Administrative Manager

RESOLUTION
06042019 – 01

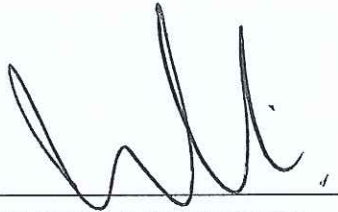
BE AND IT IS HEREBY RESOLVED, by the Township of Franklin Sewerage Authority in the County of Somerset, that Requisition #633 of the Payroll Account Fund per Bond Resolution dated August 28, 1989 for the amount of \$ 231,833.23 be authorized and approved for payment, and

BE IT FURTHER RESOLVED that a Certified Copy of the RESOLUTION together with Requisition #633 of the Payroll Account Fund be forwarded to the Bank of New York – Mellon, New Jersey Trustee.


Offered by: Mr. Tiwari

Seconded by: Mr. Anbarasan

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



SECRETARY / TREASURER



CHAIRPERSON

Adopted: June 4, 2019

RESOLUTION

06042019 - 2

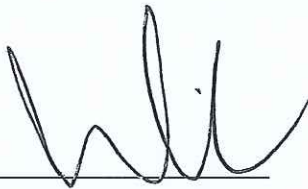
BE AND IT IS HEREBY RESOLVED, by the Township of Franklin Sewerage Authority in the County of Somerset, that Requisition #689 of the Operating Expense Fund per Bond Resolution dated August 28, 1989, for the amount of \$ 127,332.28 be authorized and approved for payment, and

BE IT FURTHER RESOLVED that a Certified Copy of the RESOLUTION together with Requisition #689 of the Operating Expense Fund be forwarded to the Bank of New York – Mellon, New Jersey Trustee.

Offered by: Mr. Tiwari

Seconded by: Mr. Anbarasan

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



SECRETARY / TREASURER



CHAIRPERSON

Adopted: June 4, 2019

RESOLUTION

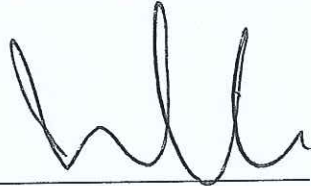
06042019 - 3

BE AND IT IS HEREBY RESOLVED, by the Township of Franklin Sewerage Authority in the County of Somerset, that Requisition # 500 of the General Fund per Bond Resolution dated August 28, 1989 for the amount of \$ 15,338.36 authorized and approved for payment, and **BE IT FURTHER RESOLVED** that a Certified Copy of the RESOLUTION together with Requisition # 500 of the General Fund be forwarded to the Bank of New York – Mellon New Jersey, Trustee.

Offered by: Mr. Tiwari

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: June 4, 2019

RESOLUTION

06042019 - 4

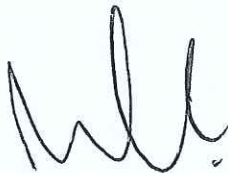
BE AND IT IS HEREBY RESOLVED, by the Township of Franklin Sewerage Authority in the County of Somerset, that Requisition # 098 of the Renewal and Replacement Account per Bond Resolution dated August 28, 1989 for the amount of \$ 15,137.75 hereby be authorized and approved for payment, and

BE IT FURTHER RESOLVED that a Certified Copy of the RESOLUTION together with Requisition # 098 of the Renewal & Replacement be forwarded to the Bank of New York – Mellon New Jersey, Trustee.

Offered by: Mr. Tiwari

Seconded by: Mr. Anbarasan

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



SECRETARY / TREASURER



CHAIRPERSON

Adopted: June 4, 2019

RESOLUTION

06042019 - 5

RE: NORTH TRACT FUND PAYMENTS:

BE AND IT IS HEREBY RESOLVED, by the Township of Franklin Sewerage Authority in the County of Somerset, that the following payments be made from the North Tract Fund.

CME ASSOCIATES -Marcy Street 3,914.12

\$3,914.12

Offered by: Mr. Tiwari

Seconded by: Mr. Anbarasan

VOTE:

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



SECRETARY / TREASURER


CHAIRPERSON

Adopted: June 4, 2019

**RESOLUTION
JUNE 2019
06042019 - 6**

Re: ESCROW FUND

**BE AND IT IS HEREBY RESOLVED, by the Township of Franklin
Sewerage Authority in the County of Somerset, that the following payments be made from
the Escrow Fund.**

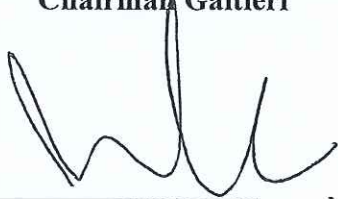
Engle Burman @ Somerset – Inspections \$ 1,560.00

TOTAL ESCROW FUND \$ 1,560.00

Offered by: Mr. Tiwari

Seconded by: Mr. Anbarasan

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



SECRETARY / TREASURER


CHAIRPERSON

Adopted: June 4, 2019

FRANKLIN TOWNSHIP SEWERAGE AUTHORITY

RESOLUTION

06042019 - 7

RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A PROFESSIONAL SERVICES CONTRACT WITH CME ASSOCIATES FOR THE SANITARY SEWER REHABILITATION PROJECT AT NORTH CROSSING – MARCY STREET AREA ON BEHALF OF THE FRANKLIN TOWNSHIP SEWERAGE AUTHORITY

WHEREAS, the Township of Franklin Sewerage Authority, a public body corporate and politic of the State of New Jersey, was created pursuant to the Sewerage Authorities Law, N.J.S.A. 40:14A-1 et. seq. for the purposes of managing, operating, maintaining and improving certain sewerage facilities and apparatus located in the Township of Franklin (hereinafter referred to as the “Authority”); and,

WHEREAS, the Authority requires professional engineering services for the project known as the Sanitary Sewer Rehabilitation North Crossing – Marcy Street Area; and,

WHEREAS, CME Associates submitted a proposal to perform those professional engineering services, dated April 22, 2019, a copy of which is on file in the Authority’s office of the Administrative Manager and made a part hereof; and,

WHEREAS, Authority General Counsel, Eric M. Bernstein, Esq., and the offices of Eric M. Bernstein & Associates, L.L.C. has reviewed the Proposal submitted by CME Associates and propose acceptance of same.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Franklin Township Sewerage Authority, County of Somerset, State of New Jersey that the Board of Commissioners does hereby authorize the Executive Director to sign a contract with CME Associates based upon the April 22, 2019 Proposal submitted by CME Associates without the need for any further action of this Board of Commissioners.

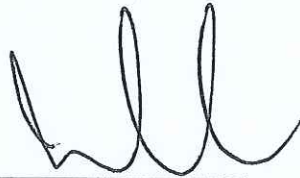
BE IT FURTHER RESOLVED that any Contract with CME Associates shall be subject to the Certification of the Board of Commissioners' Secretary – Treasurer as to the availability of funds for payment for same, if such should exist.

BE IT FURTHER RESOLVED that the award is made pursuant to and consistent with the Local Public Contracts Laws of the State of New Jersey.

Offered by: Ms. DeVeaux

Seconded by: Mr. Tiwari

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



SECRETARY-TREASURER


CHAIRMAN

Adopted: June 4, 2019

JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALES, PE, PP, CME



TIMOTHY W. GILLEN, PE, PP, CME
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME

April 22, 2019

Brian Regan MSCS – Executive Director
Franklin Township Sewerage Authority
70 Commerce Drive
Somerset, NJ 08873

Re: Scope of Professional Services
Sanitary Sewer Rehabilitation
North Crossing – Marcy Street Area
Additional Final Design, NJDEP/ IBank
Coordination, Bid and Construction Phase Services
Our File No: PFS00321.01

Dear Mr. Regan:

As Consulting Engineers for the Franklin Township Sewerage Authority (FTSA), we thank you for considering our Firm for the above referenced work and allowing us to submit this Scope of Services for additional final design, NJDEP / NJ Infrastructure Bank (NJIBank) funding coordination, bid and construction related services for the Marcy Street Area Sanitary Sewer Rehabilitation.

This Scope of Services is being submitted in accordance with the Authority's continued efforts to further reduce extraneous flows in the sanitary sewage system which is ultimately tributary to the Middlesex County Utilities Authority.

INTRODUCTION

Authority Operations Staff, conducted closed circuit television inspection (CCTV) of various reaches of sanitary sewer in a portion of the system tributary to the North Crossing. These sewers located in the included facilities located on; Marcy Street, Thomas Road, Markham Road, Ulysses Road, Fordham Road, Regent Street, Darwin Road, Norfolk Road, Bates Court, Baldwin Avenue, Maple Avenue, Center Street, Fort Street, Griggs Street and Nassau Avenue. Approximately 11,000 linear feet of 8 gravity sewer, 55 manholes and 225 laterals were included. CME Associates was previously authorized to review the CCTV inspections and provide recommendations for system rehabilitation to correct sewers and manhole defects with active infiltration (joints, cracks, etc.) In addition, a significant number of lateral connections were noted with defects resulting in infiltration into the system, many of these laterals were noted to be constructed of Orangeburg pipe without cleanouts. Further, some sections of mainline sewer were observed to be retaining water indicating possible "pipe sags" which may require replacement.



Brian Regan MSCS – Executive Director
Franklin Township Sewerage Authority
Re: Scope of Services
Sanitary Sewer Rehabilitation

April 22, 2019
Our File No. PFS00321
Page 2

Rehabilitation of the facilities in the area was recommended and construction plans are in process, based on the previous authorization, to correct the observed defects and reduce extraneous flow into the system. Recommendations included a number of isolated areas of manhole to manhole cured in place (CIPP) lining, manhole rehabilitation and replacement of laterals specifically noted to be constructed of Orangeburg pipe material. Based on a review of the Project with Staff in conjunction with the internal television inspection of the mains in the Project Area and the extent of the rehabilitation work, it was agreed that the scope of the project should be expanded to include rehabilitation of all manholes with an internal lining system, CIPP lining of all mainline sewers by trenchless methods, and replacement of all laterals with PVC pipe (in accordance with FTSA current standards) and installation of cleanouts at the curb. Replacement of all the laterals will include replacement of the mainline branch connection prior to installation of CIPP lining of the main and installation of a lateral connection liner (LCR) after the CIPP at the interface of the sewer main and lateral piping to prevent infiltration from entering the sewerage system between the lined sewer main and the lateral branch connection. The aforementioned project scope will result in a fully rehabilitated sewerage system in the project area. Due to the extent of the excavation work required to replace the lateral connections, it is anticipated that curb to curb pavement restoration consisting of milling and overly pavement will be required to restore the area after completion of the rehabilitation work.

It is understood that this rehabilitation project is intended to be funded by use of the designated impact fees (IMPIA) collected by the FTSA for the rehabilitation and upgrade of the sewerage in the North Crossing Area. Due to the expanded scope of the project and the limited impact funds available, funding will be required through the NJ Infrastructure Bank (formally the NJ Environmental Infrastructure Trust).

In order to complete the construction plans, assist with acquisition of funding through the NJIBank and provide bidding and construction phase services, for the above rehabilitation program, CME Associates proposes the following:

SCOPE OF SERVICES

ADDITIONAL FINAL DESIGN AND NJDEP / NJIBANK COORDINATION

Several additional tasks are required prior to bidding the project. The project design must be finalized and modifications to the Contract Documents are required. The work involved in these tasks will require efforts beyond those included in the original authorization to CME as follows:



Brian Regan MSCS – Executive Director
Franklin Township Sewerage Authority
Re: Scope of Services
Sanitary Sewer Rehabilitation

April 22, 2019
Our File No. PFS00321
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1. Prepare the construction plans and specifications to include:
 - a. Manhole to Manhole lining of all sanitary sewer mains.
 - b. Requirements for the contractor to locate all house lateral connections prior to replacement.
 - c. Replacement of all house laterals including installation of branch connections at the mainline sewer and installation of cleanouts.
 - d. Installation of lateral connection liners at all branch connections.
 - e. Milling and resurfacing of all streets disturbed by the rehabilitation.
2. Coordinate traffic control measures with the Township and include requirements for same in the construction plans.
3. Coordinate paving restoration requirements with Township Department of Public Works and Engineering Staff.
4. Review site conditions (manhole locations, visible utility locations, etc.) that may affect the proposed rehabilitations in conjunction with FTSA Operations and Administrative Staff.
5. Prepare specifications for replacement, with imported soil, in all area of pipe replacement. Consideration will be given for disposal of soils removed during the excavations and allowance included for payment of same to the construction contractor.
6. Obtain underground utility information relevant to house lateral connection replacement. Information collected will be provided to potential construction contractors in the bid documents. It should be noted that detailed field survey in the area of lateral replacement will not be performed and an allowance will be included in the construction documents for resolution of utility conflicts and other potential unforeseen subsurface conditions.
7. Convene a review meeting of the Contract Documents with FTSA Staff when approximately 90% complete.
8. Finalize Contract Documents for bid based on review comments from FTSA Staff.



Brian Regan MSCS – Executive Director
Franklin Township Sewerage Authority
Re: Scope of Services
Sanitary Sewer Rehabilitation

April 22, 2019
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Page 4

In addition, we understand the FTSA desires to obtain financing of the project through the New Jersey Infrastructure Bank (NJIBank). This change will require updating of the Contract Documents to comply with the NJIBANK requirements as outlined below:

NJDEP / New Jersey Infrastructure Bank (NJIBank) Funding Requirements

- This phase of the project consists of the preparation of the required Planning Document and Commitment Letter, the required loan application and subsequent efforts related to obtaining funding for the improvements through the NJIBank Loan Program. The work generally consists of responding to NJDEP comments regarding the Planning Document submissions and various engineering related reports and applications required to obtain the low interest funding. In addition, we anticipate coordinating with the NJDEP during bidding and construction, attending quarterly NJDEP project status meetings and completing NJDEP required documents during construction.

Since the level of effort necessary to respond to NJDEP comments and requests for additional information related to said loan is indeterminate at this time, we anticipate performing these services based upon the hourly rates currently in affect with the FTSA and the actual time to perform said services. We have estimated, for budgetary purposes, the cost of providing the NJDEP / NJIBank associated services for the various components included in the project and included same in the fee presented below.

BID PHASE SERVICES

We anticipate that bid phase services will generally include the furnishing of 20 sets of plans and specifications prior to advertisement for bid, coordination with prospective bidders during the bid period, issuance of any addenda required, attendance at the bid opening and the preparation of a report recommending award of the project.

CONSTRUCTION PHASE SERVICES

We will provide the following services in conjunction with this phase of the Project:

- Assistance in preparation of formal contract documents for the award of contracts.
- Consultation and advice to the Authority during construction.



Brian Regan MSCS – Executive Director
Franklin Township Sewerage Authority
Re: Scope of Services
Sanitary Sewer Rehabilitation

April 22, 2019
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- Coordinate and convene a Public Information meeting with local residents to provide information regarding the project and community impacts.
- Reviewing detailed construction drawings and shop and erection drawings submitted by Contractors for compliance with the Contract Documents.
- Reviewing laboratory, shop and mill test reports of materials and equipment.
- Providing periodic visits by qualified design professional(s) to the site to observe the work in progress, and provide appropriate reports to the Authority.
- Full time technical observation of construction by a representative and supporting Staff, as required, including:
 - Observe the work for compliance with the contract documents. It is anticipated that a construction engineer will be required for the project duration supported by additional on-site staff as needed basis during critical construction activities.
 - Review requests for monthly and final payments to Contractors.
 - Issue certificates of completion to the Authority on completed construction contracts.
- Preparation of elementary sketches and supplementary sketches required to resolve actual field conditions encountered.
- Review claims and change orders, if any.
- Project meetings with Contractors and the Authority. This task will also include Quarterly meetings during the construction with representatives from the New Jersey Department of Environmental Protection (NJDEP) as required under the NJIBANK Funding Program.
- Observing initial operation of the project and/or of performance tests required by specifications.
- Making a final inspection and reporting on the completed project.
- During the first year of operation, consult with the Authority on the operation of the new Improvements, revise the O&M Manual to reflect actual operating conditions and experience, advise the Owner as to whether the Improvements are meeting the project



Brian Regan MSCS – Executive Director
Franklin Township Sewerage Authority
Re: Scope of Services
Sanitary Sewer Rehabilitation

April 22, 2019
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performance standards, confirm project performance standards after one year of operation and undertake corrective actions, as appropriate, if the same fails to achieve compliance with the project performance standards.

- Investigation involving detailed consideration of operation, maintenance, and overhead expenses; and the preparation of rate schedules, earning and expense statements, feasibility studies, appraisals, valuations, and material audits or inventories required for certification of force account construction performed by the Client is not anticipated to be required and any such work identified during construction can be provided at our hourly rates on file with the Authority, when authorized by the Authority
- Major redesign resulting from unforeseen field conditions identified during construction can be provided if and where necessary at our hourly rates on file with the Authority, subject to authorization from the Authority
- Processing of complaints and corresponding releases from Citizens in a form acceptable to the Authority's Counsel can be provided if and where necessary at our hourly rates on file with the Authority, subject to authorization from the Authority.
- Environmental Inspection services by special experts related to environmental restoration work is not anticipated to be required and any such work identified during construction can be provided at our hourly rates on file with the Authority, when authorized by the Authority
- Detailed mill, shop and/or laboratory inspection of materials and equipment is not anticipated to be required and any such work identified during construction can be provided at our hourly rates on file with the Authority, when authorized by the Authority
- Engineering surveys (for construction) as required that are not provided by the Contractor.
- Preparation of operation instructions and manuals for facilities and training of personnel and assistance in operation of facilities, where necessary.
- Meeting special State and Federal requirements, where applicable, such as:
 - Regulatory agency inspection
 - Environmental protection
 - Requirement by C. of E. Manuals



Brian Regan MSCS – Executive Director
Franklin Township Sewerage Authority
Re: Scope of Services
Sanitary Sewer Rehabilitation

April 22, 2019
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- Permit Enforcement
 - MBE Recruitment for construction
 - Audits
- Providing record drawings of the completed project based on information provided by the contractor.
- Certifying partial and final payments.
- The furnishing of 20 sets of plans and specifications prior to advertisement for bid is included in the bid phase services. Additional copies of reports, contract drawings and documents above the specified number furnished in the basic services can be provided at our hourly rates on file with the Authority, when authorized by the Authority
- Extra travel and subsistence for the Engineer and his staff beyond that normally required under basic circumstances is not anticipated to be required and any such work identified during construction can be provided at our hourly rates on file with the Authority, when authorized by the Authority
- Assistance to the Client as expert witness in litigation arising from the development or construction of the project and in hearings before various approving and regulatory agencies can be provided at our hourly rates on file with the Authority, when authorized by the Authority
- Construction Testing Services such as soil compaction, concrete cylinder breaks, etc. are not included in this scope of services and shall be paid for directly by the Authority. Coordination of such services with the testing agencies, contractor and Authority, will however be provided during the on-site observation of the construction and cost of same included herein.

COST PROPOSAL

Our Firm has the capabilities of providing the necessary engineering and field observation services associated with the project and we have estimated the cost for said services based upon the required tasks and the anticipated contract completion time.

Accordingly, based upon the above outlined Scope of Services, we find that the services including; professional engineering services related to finalizing the project design, revising the



Brian Regan MSCS – Executive Director
Franklin Township Sewerage Authority
Re: Scope of Services
Sanitary Sewer Rehabilitation

April 22, 2019
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Contract Documents for bidding, coordinating with the NJDEP for the obtaining the Authorization to Advertise, bid and construction phase services can be provided for an estimated fee of \$ 431,411.00. Additional Final Design Services will be provided on a Lump Sum basis while the balance of the Services will be provided in accordance with our hourly rates as contained in our existing contract with the Authority and the estimated time to complete the project. This includes a Budgetary Estimate of \$ 21,540 for services associated with NJDEP Environmental Infrastructure Trust Funding. The breakdown of the estimated fee is as follows:

- Additional Final Design (Lump Sum) \$ 20,013
- New Jersey Environmental Infrastructure Trust Application & Coordination \$ 21,540
- Bid Phase, including 20 sets of plans and specifications for bidding \$ 10,875
- Construction Phase – Office Administration; including coordination with Owner
During construction periodic site visits, Quarterly NJDEP
Inspections, shop drawing review, design support
During construction, startup operational support, operation
and maintenance manuals, and one year project certification. \$ 67,180
- Construction Phase – Field; including Preconstruction Meeting,
Change Order review, Contractor Payment certification, Observation
of construction, and final inspection. \$ 361,803

Total Estimated Fee \$ 481,411

CME Associates is prepared to initiate the above outlined scope of services immediately upon authorization by the Authority and estimates that the Design Phase services can be completed within two (2) months of authorization. NJIBank initial Planning Document, Letter of Intent and Design Document Submission can also be made within two (2) month of authorization.

It is important to note that this rehabilitation project will reduce infiltration into the FTSA sewerage system by correcting observed piping defects. Correcting these defects, may affect (increase) the groundwater levels in the area which could result in additional groundwater pressure on the piping system. Increased groundwater pressure on the pipe may cause previously sound pipe joints to begin leaking. In this regard, we recommend that the FTSA continue its diligent efforts of identifying and correcting infiltration sources and conduct future inspections after the rehabilitations to confirm the system integrity. In addition, sump pumps in individual residences could be contributing significant extraneous flow into the FTSA system and should be identified and discharge relocated if feasible.

While this and other sewer rehabilitation projects correct observed defects and can potentially remove extraneous flow from the system, we recommend that pre and post project flow



Brian Regan MSCS – Executive Director
Franklin Township Sewerage Authority
Re: Scope of Services
Sanitary Sewer Rehabilitation

April 22, 2019
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monitoring be conducted by the FTSA to evaluate the effectiveness of the project. Furthermore, we recommend that a system wide flow monitoring program be developed to identify specific areas of excessive extraneous flow so that future rehabilitation projects can target areas with the highest excessive extraneous flow and allow the FTSA to target these areas first. We are available to meet with FTSA Staff to develop an investigation plan as necessary.

Should you have any questions concerning this matter, please do not hesitate to contact this office.

Very truly yours,

CME Associates


Michael J. McClelland, P.E., P.P. CME.
Partner

MJM/jng

RESOLUTION

06042019 - 8

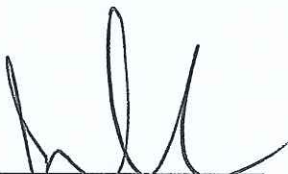
**Re: PROPOSAL FOR PROFESSIONAL SERVICES FOR THE
HAMILTON STREET PUMP STATION SERVICE AREA**

**BE AND IT IS HEREBY RESOLVED, by the Township of Franklin
Sewerage Authority in the County of Somerset that CME be and is hereby
authorized to do the design, bid and construction phase services of the
Hamilton Street Pump Station Service Area.**

Offered by: Mr. Anbarasan

Seconded by: Ms. DeVeaux

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



SECRETARY / TREASURER



CHAIRPERSON

ADOPTED: June 4, 2019



**ENGINEERING AGREEMENT
FRANKLIN TOWNSHIP SEWERAGE AUTHORITY/CME ASSOCIATES
FOR THE
HAMILTON STREET PUMPING STATION
BID AND CONSTRUCTION PHASE**

THIS AGREEMENT made this 10th day of April 2019, by and between the Franklin Township Sewerage Authority, 70 Commerce Drive, Somerset, New Jersey 08873-3470, hereinafter referred to as the "**Authority**", and CME Associates, 3141 Bordentown Avenue, Parlin, New Jersey 08859, hereinafter referred to as the "**Engineer**".

WHEREAS, there exists the need for a firm to provide Consulting Engineering services to the Franklin Township Sewerage Authority, State of New Jersey; and

WHEREAS the **Authority** desires to employ an engineer to provide Bid and Construction Phase Services associated with the Hamilton Street Pumping Station hereinafter referred to as the "**Project**", and

WHEREAS, the **Engineer** has demonstrated qualifications for the engineering work for the **Project**; the terms and conditions of said contract, including fees, are satisfactory to the **Authority**, and are set forth herein; and

WHEREAS, the **Authority** requires the services of the **Engineer** for the purpose of furnishing consultation and engineering observation and expertise during the Bid and Construction Phases of the Project, all to effectuate the satisfactory completion of the **Project**; and

WHEREAS, the **Authority** desires to employ an engineer familiar with the **Authority** to perform consulting engineering services relative to the Bid and Construction Phase services associated with the Hamilton Street Pumping Station in accordance with the **Authority's** desire to construct the **Project**; 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 their mutual covenants and promises, agree as follows:



Section I – Professional Services of the Engineer

The **Engineer** shall provide professional engineering services as required by the **Authority** which are outlined in the attached Exhibit “A”. In addition the **Engineer** shall:

1. Serve as Engineering Consultant to the **Authority** for the **Project**;
2. Provide technical and engineering advice to the **Authority**;
3. Extent of Services - The services to be provided by the **Engineer** are outlined in the attached Exhibit “A” relative to the **Project**.
4. The **Engineer**, when engaged in the performance of engineering duties and services for the **Authority** related to any duty or responsibility imposed on the **Engineer** by any government statute, law, regulation or ordinance shall be acting as an agent of the **Authority** and shall be entitled to all rights, privileges and immunities normally accorded to a **Authority Engineer** by virtue of the **Engineer’s** status as an official and agent of the **Authority**.
5. The professional technical and non-technical staff referred to in #4. hereof, when they are engaged, on behalf of the **Authority**, in the performance of engineering duties and services referred herein shall be considered as agents of the **Authority** to the extent permitted by law (recognizing that **Engineer** and the employee of his associated firm is/are, in certain circumstances, independent contractors), so long as they act under the direct supervision and control of and in furtherance of the specified duties and responsibilities of the **Engineer**.

Section II –Additional Services

The **Authority** may authorize the **Engineer** to undertake additional services related to the **Project** (“Additional Services”). Such authorization shall be by resolution of the **Authority** and memorialized in writing between the parties prior to commencement of said services.

Section III – Certain Actions to be Taken by the Authority

The **Authority** agrees to:

- A. Make such records and information available to the **Engineer** as may be required to assist the **Engineer** in the performance of his/her duties related to the **Project**.
- B. Authorize and direct committees, employees, and agents of the **Authority** to consult with the **Engineer** at all reasonable times upon the request of the **Engineer** as to:
 1. The work and services to be done or rendered by the **Engineer** and/or others in the employ of the **Authority**;
 2. The applications, plans and reports to be reviewed by the **Authority** which are submitted by the **Engineer** to the **Authority**;
 3. The coordination of **Engineer’s** professional services for the **Project**; and,
 4. Any and all other matters, as requested by the **Engineer**, relating to the work and services of the **Engineer**.



- C. Submit to the **Engineer** all relevant applications, plans, and reports prepared by others within such time so as to give the **Engineer** ample opportunity to properly review same and consult with respect thereto and to make any necessary reports to the **Authority**, without the **Engineer** causing a delay in the progress of the work.

Section IV – 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. Professional Services:

For all professional services provided pursuant to Section I of this Agreement, the **Engineer** shall be compensated in accordance with the attached Scope of Services, relative to the **Project** and the attached **Authority** General Conditions and Hourly Rate Schedule (Exhibit "B").

2. Additional Services:

For the Additional Services performed under Section II of this Agreement, the **Engineer** shall be compensated in accordance with the Hourly Rate Schedule.

3. Additional Expenses:

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.

Section V – Period of Service

This Agreement shall have an effective commencement date of APRIL 10, 2019 and shall continue until the completion of the **Project**. Should the **Engineer's** services be required beyond that time, the **Engineer's** compensation for such work shall be at the rates provided in the attached Hourly Rates Schedule.

Section VI – Non-Liability of Engineer for Authority's Failure to Follow Recommendations

The parties acknowledge that although the **Engineer** is to cooperate with and make recommendations to the **Authority** with respect to engineering matters related to the **Project** as herein provided, however, the final decision as to designs, plans and specifications, retainment of other experts and contractors and other pertinent matters are to be made by the **Authority**.

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 VII – Litigation and Additional Investigation

When it becomes necessary to prepare for or appear in any litigation on behalf of the **Authority** or when subpoenaed as a result of being an engineering consultant to the **Authority**, the **Engineer** will perform such services at an hourly rate of \$150.00 per hour for all time required.

The **Engineer** agrees to indemnify and hold the **Authority** harmless from any and all claims, costs, losses and damages to the extent caused by the negligent act, error or omission of the **Engineer** in the performance and furnishing of the **Engineer's** services under this Agreement.

The **Engineer** agrees to review and report on any potential litigation matter that the **Authority** presents to the **Engineer**. The **Engineer** and **Authority** will agree to retain the **Engineer** as an expert for fees within the parameters of this Agreement. Nothing contained herein will obligate the **Engineer** to espouse any opinion contrary to its independent analysis.

Section VIII – Entire Agreement

This Agreement represents the entire agreement between the **Authority** and the **Engineer** relating to the subject matter hereof and no representations or agreements made by either party or by any representatives of either party in the negotiations leading to this Agreement or otherwise which are not expressed in this Agreement shall be binding on either party.

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.

The parties acknowledge that although the **Engineer** is to cooperate with and make recommendations to the **Authority** with respect to engineering matters related to the **Project** as herein provided, the final decision as to designs, plans and specifications, retainment of other experts and contractors and other pertinent matters are to be made by the **Authority**.

Section IX – 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 X – 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 "C" 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: William Galtieri
Name: William Galtieri
Franklin Township
Sewerage Authority
Chairman

By: Apryl L. Roach
Name: Apryl L. Roach
Franklin Township
Sewerage Authority
Witness

WITNESS:

By: Amy Terhune
Amy Terhune

ENGINEER:

By: Michael McClelland
Michael McClelland, P.E.
Partner
CME Associates

JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALES, PE, PP, CME



TIMOTHY W. GILLEN, PE, PP, CME
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

EXHIBIT "A"
ENGINEERING AGREEMENT
FRANKLIN TOWNSHIP SEWERAGE AUTHORITY/CME ASSOCIATES
FOR THE
HAMILTON STREET PUMPING STATION

BID AND CONSTRUCTION PHASE

SCOPE OF SERVICES

BID PHASE SERVICES

We anticipate that bid phase services will generally include the furnishing of 20 sets of plans and specifications prior to advertisement for bid, coordination with prospective bidders during the bid period, issuance of any addenda required, attendance at the bid opening and the preparation of a report recommending award of the project.

CONSTRUCTION PHASE SERVICES

We will provide the following services in conjunction with this phase of the Project:

- Assistance in preparation of formal contract documents for the award of contracts.
- Consultation and advice to the Authority during construction.
- Coordinate and convene a Public Information meeting with local residents to provide information regarding the project and community impacts.
- Reviewing detailed construction drawings, Progress Schedule, Schedule of Submittals, Schedule of Values, and shop and erection drawings submitted by Contractors for compliance with the Contract Documents.
- Reviewing laboratory, shop and mill test reports of materials and equipment.
- Providing periodic visits by qualified design professional(s) to the site to observe the work in progress, and provide appropriate reports to the Authority.
- Technical observation of construction by a representative and supporting Staff, as required, including:



- Observe the work for compliance with the contract documents. It is anticipated that on-site construction engineering staffing will be required during the project supported by additional on-site staff as needed basis during critical construction activities.
 - Review requests for monthly and final payments to Contractors.
 - Issue certificates of completion to the Authority on completed construction contracts.
- Preparation of elementary sketches and supplementary sketches required to resolve actual field conditions encountered.
- Review claims and change orders, if any.
- Project meetings with Contractors and the Authority. This task will also include Quarterly meetings during the construction with representatives from the New Jersey Department of Environmental Protection (NJDEP) as required under the NJEIT Funding Program.
- Observing initial operation of the project and/or of performance tests required by specifications.
- Making a final inspection and reporting on the completed project.
- During the first year of operation, consult with the Authority on the operation of the new Improvements, revise the O&M Manual to reflect actual operating conditions and experience, advise the Owner as to whether the Improvements are meeting the project performance standards, confirm project performance standards after one year of operation and undertake corrective actions, as appropriate, if the same fails to achieve compliance with the project performance standards.
- Investigation involving detailed consideration of operation, maintenance, and overhead expenses; and the preparation of rate schedules, earning and expense statements, feasibility studies, appraisals, valuations, and material audits or inventories required for certification of force account construction performed by the Client is not anticipated to be required and any such work identified during construction can be provided at our hourly rates on file with the Authority, when authorized by the Authority
- Major redesign resulting from unforeseen field conditions identified during construction can be provided if and where necessary at our hourly rates on file with the Authority, subject to authorization from the Authority
- Processing of complaints and corresponding releases from Citizens in a form acceptable to the Authority's Counsel can be provided if and where necessary at our hourly rates on file with the Authority, subject to authorization from the Authority.



- Environmental Inspection services by special experts related to environmental restoration work is not anticipated to be required and any such work identified during construction can be provided at our hourly rates on file with the Authority, when authorized by the Authority
- Detailed mill, shop and/or laboratory inspection of materials and equipment is not anticipated to be required and any such work identified during construction can be provided at our hourly rates on file with the Authority, when authorized by the Authority
- Engineering surveys (for construction) as required that are not provided by the Contractor.
- Preparation of operation instructions and manuals for facilities and training of personnel and assistance in operation of facilities, where necessary.
- Meeting special State and Federal requirements, where applicable, such as:
 - Regulatory agency inspection
 - Environmental protection
 - Requirement by C. of E. Manuals
 - Permit Enforcement
 - MBE Recruitment for construction
 - Audits
- Providing record drawings of the completed project based on information provided by the contractor.
- Certifying partial and final payments.
- The furnishing of 20 sets of plans and specifications prior to advertisement for bid is included in the bid phase services. Additional copies of reports, contract drawings and documents above the specified number furnished in the basic services can be provided at our hourly rates on file with the Authority, when authorized by the Authority
- Extra travel and subsistence for the Engineer and his staff beyond that normally required under basic circumstances is not anticipated to be required and any such work identified during construction can be provided at our hourly rates on file with the Authority, when authorized by the Authority
- Assistance to the Client as expert witness in litigation arising from the development or construction of the project and in hearings before various approving and regulatory agencies can be provided at our hourly rates on file with the Authority, when authorized by the Authority



- Construction Testing Services such as soil compaction, concrete cylinder breaks, etc. are not included in this scope of services and shall be paid for directly by the Authority. Coordination of such services with the testing agencies, contractor and Authority, will however be provided during the on-site observation of the construction and cost of same included herein.



Franklin Township Sewerage Authority

**Professional Services for the
Hamilton Street Pumping Station**

Construction Phase Engineering

BID PHASE

Partner	3	hours @	\$ 196.00	per hour =	\$	588.00
Project Manager	15	hours @	\$ 177.00	per hour =	\$	2,655.00
Design Engineer	26	hours @	\$ 133.00	per hour =	\$	3,458.00
Technical Assistant	7	hours @	\$ 103.00	per hour =	\$	721.00
Reimbursable Expenses					\$	1,785.00
Subtotal	51	hours			\$	9,207.00

CONSTRUCTION ADMINISTRATION - FIELD

Partner	7.25	hours @	\$ 196.00	per hour =	\$	1,421.00
Project Manager	112	hours @	\$ 177.00	per hour =	\$	19,824.00
Construction Engineer	2080	hours @	\$ 126.00	per hour =	\$	262,080.00
Reimbursable Expenses					\$	259.00
Subtotal	2199.25	hours			\$	283,584.00

CONSTRUCTION ADMINISTRATION - OFFICE

Partner	2	hours @	\$ 196.00	per hour =	\$	392.00
Project Manager	111	hours @	\$ 177.00	per hour =	\$	19,647.00
Design Engineer	200	hours @	\$ 133.00	per hour =	\$	26,600.00
Technical Assistant	14	hours @	\$ 103.00	per hour =	\$	1,442.00
Senior CAD Technician	50	hours @	\$ 138.00	per hour =	\$	6,900.00
Subtotal	377	hours			\$	54,981.00
Project Total	2627.25	hours			\$	347,772.00

EXHIBIT B



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.





EXHIBIT C
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)

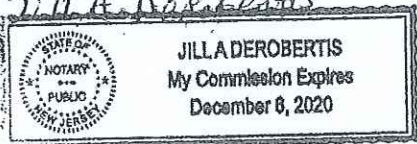
The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such 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 N.J.A.C. 17:27.

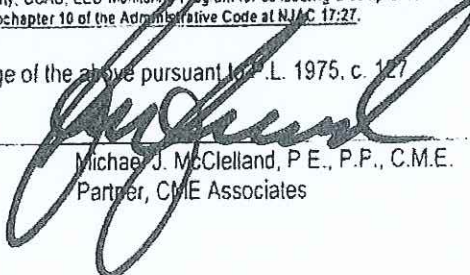
CME Associates herein agrees to comply with the mandatory language of the above pursuant to P.L. 1975, c. 127.

Sworn on this 10

day of April, 2019


 Notary Public, State of New Jersey




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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE FOR STATE AGENCY AND CASINO SERVICE CONTRACTORS		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO. BOX 280 TRENTON, NJ 08646-0280
TAXPAYER NAME: STEFANO, SAMUEL D. CORNELL, J. MCCLELLA	TRADE NAME: CONSULTING AND MUNICIPAL ENGINEERS	
TAXPAYER IDENTIFICATION#: 223-484-435/000	CONTRACTOR CERTIFICATION#: 008489	
ADDRESS: 7460 ROUTE 9 SOUTH HOWELL, NJ 07731	ISSUANCE DATE: 05/07/02	
EFFECTIVE DATE: 01/01/07	<i>Thomas J. Burt</i> -Deputy Director	
FORM-BRC(08-01)	This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.	



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
BOWELL

NJ 07231-1194



Ford M. Scudder

FORD M. SCUDDER
State Treasurer

RESOLUTION

06042019 - 9

**RESOLUTION FOR MEMBER PARTICIPATION
IN THE PASSAIC COUNTY COOPERATIVE PRICING SYSTEM ID# 38PCCP**

A RESOLUTION AUTHORIZING
THE TOWNSHIP OF FRANKLIN SEWERAGE AUTHORITY
(FRANKLIN TOWNSHIP SEWERAGE AUTHORITY)
TO ENTER INTO A COOPERATIVE PRICING AGREEMENT

WHEREAS, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

WHEREAS, the County of Passaic, hereinafter referred to as the "Lead Agency " has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services;

WHEREAS, on 4th day of June, 2019 the governing body of the Township of Franklin Sewerage Authority County of Somerset, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW, THEREFORE BE IT RESOLVED as follows:

TITLE

This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the Township of Franklin Sewerage Authority

AUTHORITY

Pursuant to the provisions of *N.J.S.A. 40A:11-11(5)*, the Executive Director is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

CONTRACTING UNIT

The Lead Agency shall be responsible for complying with the provisions of the *Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)* and all other provisions of the revised statutes of the State of New Jersey.

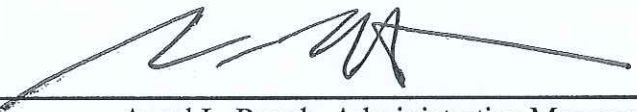
EFFECTIVE DATE
June 4, 2019

This resolution shall take effect immediately upon passage.

CERTIFICATION

BY: 

Brian G. Regan, Executive Director

ATTEST BY: 

Apryl L. Roach, Administrative Manager

Offered by: Ms. DeVeaux

Seconded by: Mr. Anbarasan

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



SECRETARY-TREASURER



CHAIRMAN

Adopted: June 4, 2019

COOPERATIVE PRICING SYSTEM AGREEMENT

PASSAIC COUNTY COOPERATIVE PRICING SYSTEM #38PCCP

AGREEMENT FOR A COOPERATIVE PRICING SYSTEM

This Agreement made and entered into this 4th day of June, 2019, by and between the County of Passaic and the Township of Franklin Sewerage Authority who desire to participate in the Passaic County Cooperative Pricing System #38PCCP.

WITNESSETH

WHEREAS, *N.J.S.A. 40A:11-11(5)*, specifically authorizes two or more contracting units to establish a Cooperative Pricing System for the provision and performance of goods and services and enter into a Cooperative Pricing Agreement for its administration; and

WHEREAS, the County of Passaic is conducting a voluntary Cooperative Pricing System with other contracting units; and

WHEREAS, this Cooperative Pricing System is to effect substantial economies in the provision and performance of goods and services; and

WHEREAS, all parties hereto have approved the within Agreement by Resolution¹ in accordance with the aforesaid statute; and

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

NOW, THEREFORE, IN CONSIDERATION OF the promises and of the covenants, terms and conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or services to be priced cooperatively may include goods and services to be used by county or local government agencies and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis.
2. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.
3. The Lead Agency, on behalf of all participating contracting units, shall upon approval of the registration of the System and annually thereafter on the anniversary of the registration of the system publish a legal ad in such format as required by *N.J.A.C. 5:34-7.9(a)* in its official newspaper normally used for such purposes by it to include such information as:

- (A) The name of Lead Agency soliciting competitive bids or informal quotations.
 - (B) The address and telephone number of Lead Agency.
 - (C) The names of the participating contracting units.
 - (D) The State Identification Code assigned to the Cooperative Pricing System.
 - (E) The expiration date of the Cooperative Pricing System.
4. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities desired, the location for delivery and other requirements, to permit the preparation of specifications as provided by law.
 5. The specifications shall be prepared and approved by the Lead Agency and no changes shall be made thereafter except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
 6. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all of the participating contracting units desiring to purchase any item.
 7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain of the bids or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:
 - (A) The quantities ordered for the Lead Agency's own needs, and
 - (B) The estimated aggregate quantities to be ordered by other participating contracting units by separate contracts, subject to the specifications and prices set forth in the Lead Agency's Master Contract.
 8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
 9. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s); make payment directly to the successful vendor(s) and be responsible for any tax liability.
 10. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall

accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability.

11. The provisions of Paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that each bidder shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
12. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
13. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
14. The Lead Agency shall appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
15. Additional local contracting units may from time to time, execute this Agreement by means of a Rider annexed hereto, which addition shall not invalidate this Agreement with respect to other signatories. The Lead Agency is authorized to execute the Rider on behalf of the members of the System.
16. All records and documents maintained or utilized pursuant to terms of this Agreement shall be identified by the System Identifier assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
17. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

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

FOR THE LEAD AGENCY

BY:

(NAME AND TITLE)

FOR THE PARTICIPATING UNIT

BY:

Brian G. Regan, Executive Director

RESOLUTION

06042019 - 10

Re: SALARIES FOR NON-UNION OFFICE PERSONNEL

BE AND IT IS HEREBY RESOLVED by the Township of Franklin Sewerage Authority in the County of Somerset, that the following Administrative Staff delineated in a copy attached hereto and made a part hereof be accepted, and

BE IT FURTHER RESOLVED that said recommendation of a 2% COLA become effective June 1, 2019.

Offered by: Ms. DeVeaux

Seconded by: Mr. Tiwari

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



SECRETARY / TREASURER



CHAIRMAN

Adopted: June 4, 2019

SALARIES FOR JUNE 1, 2019 THROUGH MAY 31, 2020

JENNY KNAPP

TINA LEE

VANESSA MANGUAL

SCOTT NOCERO

APRYL ROACH

CHRISTIAN SANTIAGO

MARY ANN SOKOLOWSKI

RESOLUTION
06042019 - 11

Re: AMEND REVISION OF SALARY GUIDELINES

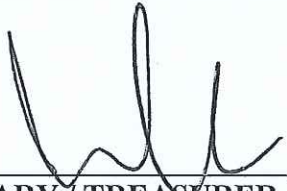
BE AND IT IS HEREBY RESOLVED by the Township of Franklin Sewerage Authority in the County of Somerset that the following salary guidelines be revised and a copy attached hereto and made a part hereof, and

BE IT FURTHER RESOLVED that said recommendations become effective June 1, 2019.

Offered by: Ms. DeVeaux

Seconded by: Mr. Tiwari

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



SECRETARY / TREASURER



CHAIRPERSON

ADOPTED: June 4, 2019

SALARY GUIDE
Revised June 1, 2019

SALARY RANGES

	<u>Starting</u>	<u>Maximum</u>
Executive Director	In accordance with the Employment Contract	
Operations Manager	\$85,000.00	\$129,000.00
Administrative Manager	\$65,000.00	\$115,000.00
Staff Engineer	\$65,000.00	\$ 85,000.00
Bookkeeper	\$52,000.00	\$ 65,000.00
Accounts Receivable	\$34,000.00	\$ 48,000.00
Receptionist / Administrative Assistant	\$28,000.00	\$ 39,000.00

All new hires will start with a salary level commensurate with their qualifications and experience.

Each year all employees will be rated by the Executive Director or his/her designee on their performance for the prior year. Based on their rating, they will receive a performance rating percentage increase on a scale approved annually by the Commissioners. Performance ratings will be:

Needs Improvement	No Raise
Meets Expectations	1.0% - 2.0%
Exceeds Expectations	2.5% - 3.5%

All raises will be cumulative and applied to "base" salaries.

On an as needed basis the Commissioners will set new minimum-maximum salary levels.

RESOLUTION

06042019 - 12

RE: SALARY INCREASE FOR BOOKKEEPER

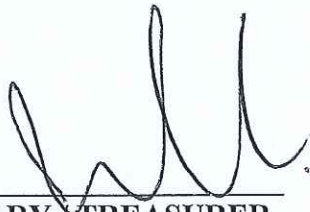
WHEREAS, the Commissioners of the Franklin Township Sewerage Authority in the County of Somerset have decided to increase the Bookkeeper Salary

NOW, THEREFORE, BE IT RESOLVED that Jenny Knapp's salary shall be adjusted effective June 1, 2019.

Offered by: Mr. Anbarasan

Seconded by: Ms. DeVeaux

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



SECRETARY / TREASURER


CHAIRPERSON

ADOPTED: June 4, 2019

RESOLUTION
06042019 - 13

**RE: SALARY INCREASE FOR RECEPTIONIST /
ADMINISTRATIVE ASSISTANT**


**WHEREAS, the Commissioners of the Franklin Township Sewerage
Authority in the County of Somerset have decided to increase the Administrative
Assistant Salary**

**NOW, THEREFORE, BE IT RESOLVED that Vanessa Mangual's
salary shall be adjusted effective June 1, 2019.**

Offered by: Mr. Anbarasan

Seconded by: Ms. DeVeaux

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



SECRETARY / TREASURER



CHAIRPERSON

ADOPTED: June 4, 2019

RESOLUTION

06042019 - 14

RE: SALARY INCREASE FOR OPERATIONS MANAGER

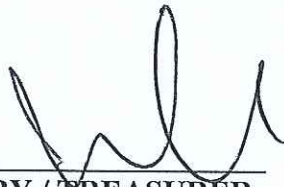
WHEREAS, the Commissioners of the Franklin Township Sewerage Authority in the County of Somerset have decided to increase the Operations Manager Salary

NOW, THEREFORE, BE IT RESOLVED that Scott Nocero's salary shall be adjusted effective June 1, 2019.

Offered by: Mr. Anbarasan

Seconded by: Ms. DeVeaux

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



SECRETARY / TREASURER


CHAIRPERSON

ADOPTED: June 4, 2019

RESOLUTION

06042019 - 15

RE: SALARY INCREASE FOR ADMINISTRATIVE MANAGER

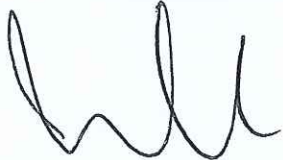
WHEREAS, the Commissioners of the Franklin Township Sewerage Authority in the County of Somerset have decided to increase the Administrative Manager Salary

NOW, THEREFORE, BE IT RESOLVED that Apryl Roach's salary shall be adjusted effective June 1, 2019.

Offered by: Mr. Anbarasan

Seconded by: Ms. DeVeaux

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



SECRETARY / TREASURER


CHAIRPERSON

ADOPTED: June 4, 2019

RESOLUTION
06042019 - 16

RE: SALARY INCREASE FOR STAFF ENGINEER

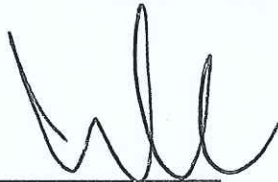
WHEREAS, the Commissioners of the Franklin Township Sewerage Authority in the County of Somerset have decided to increase the Staff Engineer Salary

NOW, THEREFORE, BE IT RESOLVED that Christian Santiago's salary shall be adjusted effective June 1, 2019.

Offered by: Mr. Anbarasan

Seconded by: Ms. DeVeaux

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



SECRETARY / TREASURER


CHAIRPERSON

ADOPTED: June 4, 2019

RESOLUTION
06042019 - 17

RE: SALARY INCREASE FOR BILLING CLERK

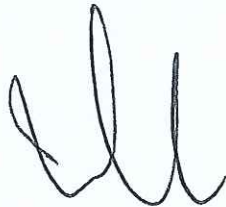
WHEREAS, the Commissioners of the Franklin Township Sewerage Authority in the County of Somerset have decided to increase the Billing Clerk Salary

NOW, THEREFORE, BE IT RESOLVED that Mary Ann Sokolowski's salary shall be adjusted effective May 3, 2019.

Offered by: Mr. Anbarasan

Seconded by: Ms. DeVeaux

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



SECRETARY / TREASURER


CHAIRPERSON

ADOPTED: June 4, 2019