

# Franklin Township Sewerage Authority

## Minutes of Meeting

March 5, 2019

### PRESENT

Chairman Galtieri called the Monthly Meeting of the Township of Franklin Sewerage Authority to order at 6:34 PM. The following Commissioners were also present: Mr. Anbarasan, Ms. DeVeaux, Ms. Ford and Mr. Jalloh. In attendance were also: Apryl L. Roach, Acting Executive Director / Administrative Manager; Scott Nocero, Acting Executive Director / Operations Manager; Christian Santiago, Staff Engineer; Eric Bernstein, General Counsel; Joseph Gemmell and Howard Matteson, Consulting Engineers.

*NOTE:* Anbarasan left the meeting at 6:58 PM

### ROLL CALL

Mr. Anbarasan	-	Aye
Ms. DeVeaux	-	Aye
Ms. Ford (Alt. #2)	-	Aye
Mr. Jalloh	-	Aye
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.

### PUBLIC COMMENTS

Mr. Anbarasan moved to open the meeting for Public Comments, seconded by Mr. Jalloh.

The members were polled by acclamation as follows:

VOTE:	Mr. Anbarasan	-	Aye
	Ms. DeVeaux	-	Aye
	Ms. Ford (Alt. #2)	-	Not Voting (ineligible)
	Mr. Jalloh	-	Aye
	Mr. Tiwari	-	Absent
	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)	-	Not Voting (ineligible)
	Mr. Jalloh	-	Aye
	Mr. Tiwari	-	Absent
	Chairman Galtieri	-	Aye

**REVIEW OF THE MINUTES – February 5, 2019**

Chairman Galtieri asked if there were any questions or concerns regarding the Working Session Minutes from February 5, 2019; the minutes were approved as written under the Chairman's Statement.

Mr. Anbarasan made a motion to accept the Regular 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)	-	Aye
	Mr. Jalloh	-	Abstain
	Mr. Tiwari	-	Absent
	Chairman Galtieri	-	Aye

## REVIEW OF MINUTES – Executive Session – February 5, 2019

Mr. Anbarasan made a motion to accept the Executive Session Minutes as amended, seconded by Ms. DeVeaux.

A roll call was taken as follows:

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

### REPORTS

EXECUTIVE SUMMARY – Presented by Scott Nocero on behalf of Brian G. Regan

#### *Legal*

- No major issues/concerns.
- Executive Session to address a Treatment Works Approval request and potential Litigation

#### *Marcy Street Sanitary Sewer Rehabilitation – Color: Green*

- Color upgrade to Green as Financial analysis completed and funding strategy is completed.
- Expected to receive Scope of Services (including schedule) document on or about March 1<sup>st</sup> (has not occurred as of meeting).
- Met with CME to review cost estimates on November 30, 2018:
  - Cost Estimates from 3 Million – 5.5 mill
  - Met with NWF to evaluate funding options
    - 3 million avail from North Track and
    - 2.7 million from Rodney Ave Loan A will be return to cash
    - *NW Financial and Executive Director met and decided that 2.5 million to be financed was the method to proceed (versus paying cash). Basically, the terms are too good to pass on.*

#### *Foxwood Drive Rehab – Color: Yellow*

- Color change to Yellow. Reemergence of significant infiltration due to multiple additional water main breaks.

- NO concerns for still meeting contract completion date.
- Internal End of March completion at *slight* risk.
- FTSA, NWM and FTWU met to discuss breaks and impacts. FTWU developing plan to address breaks.
- Scott and NMW had plan to continue for next two (2) weeks.
- CIPP Lining 94% complete, LCR 48% complete, Grouting work delayed due to wet weather.
- Submitting two (2) Change Order for approval to Board:
  - CO#1, which included sewer main lining on Churchill, is adjusting the associated line item quantities and providing for additional grouting due to significant re-grouting from November 2018-January 2019.
  - CO#2, addresses additional LCR to MTH change in contracted quantity based upon infiltration analysis.
- Payment Application #6 reviewed for Board approval of \$116,424.00.

***Hamilton Street PS – Color: Green***

- Awaiting TWA extension from NJDEP and authorization to advertise – no concerns, just taking normal approval time.
  - Additionally, a separate engineer’s report is required and needing Board approval.
  - CME preparing report to send by March 6<sup>th</sup>.
- Anticipated time to advertise to Bid is mid-March 2019, with an anticipated Bid Opening of April 23<sup>rd</sup>.
- Anticipated Contract Award May 7<sup>th</sup> or at the May Board meeting, whenever such occurs.

***Somerset Street PS – Color: Yellow***

- Color change – downgrade since last month due to movement of PS completion and substantial completion date to March 15<sup>th</sup>.
- Possible problem meeting the Contract Completion date of 3/31/19.
- *Why not Red* if we are missing the Contract Completion dates:
  - Warranted schedule issues/delays out of the control of the contractor.
    - Mostly PSE&G new electrical pole install and power.
  - Not seeking penalties.
  - Extending schedule but not increasing contract value for extended time.
- No Payment Application submitted for Board approval.
- During this last period, the electrical installation and wiring was completed at the PS. However, remaining work on hold until PSE&G runs power to the new electrical pole.
- Will be submitting a Change Order in April to cover:
  - Removal of contaminated soil, curb-curb paving, and manhole replacement.
  - Contract increase will be close to 10%.
- Expect to have revised plan submitted at April meeting to accurately reflect contract completion date.



*East Millstone Concept – Color: Green*

- CDM Smith working on Design Document:
  - Draft due March 28<sup>th</sup>
  - Final due April 18<sup>th</sup>

**CONSULTING ENGINEER - CME**

Mr. Nocero presented and referenced the report dated February 27, 2019 on behalf of Brian Regan as prepared by Joseph Gemmell, CME Consulting Engineer.

**Rodney Avenue Pump Station**

**Highlights from the report dated February 27, 2019 were as follows:**

I. **Mile Run – Phase II**

➤ **Hamilton Street Pump Station – COLOR: G**

- The NJDEP requested three sets signed and sealed final plans and specifications on February 1, 2019 for issuance of the Authorization to Advertise. The final sets include all previous revisions requested by the DEP. The documents were delivered to the NJDEP on February 6, 2019. The DEP advised CME Associates on February 19, 2019 that the documents were under review.
- The DEP requested that a formal Engineering Agreement for Construction Administration Services between CME and FTSA be executed. Services were previously authorized by the FTSA (by Resolution) by accepting CME Associates proposal for same. A draft Agreement (similar to the Agreement for the Foxwood Sewer Rehabilitation Project) will be furnished to the NJDEP. The Agreement will be submitted for FTSA Attorney for review and recommendation to the FTSA Board of Commissioners.
- The TWA Permit for the Pump Station requires a one-year extension. The FTSA submitted the formal request to NJDEP on January 17, 2019. The extension request is currently being processed by the NJDEP. CME is available to assist with the extension request where necessary.
- Currently awaiting NJDEP Authorization to Advertise.

**Hamilton Street Pumping Station**

\* Project Status: G

Milestone	Initial		Revised		Actual		Comments
	Start	End	Start	End	Start	End	
Finalize Construction Documents for FTSA Review	01/02/18	02/06/18	01/02/18	02/06/18	01/02/18	04/03/18	COMPLETE
FTSA Review / Comments	02/07/18	02/27/18	02/16/18	04/30/18	02/16/18	05/01/18	COMPLETE
Township Final Approval	04/03/17	06/02/17	04/03/17	02/07/18	04/03/17	04/03/18	COMPLETE
Final County Approval	04/03/17	06/02/17	04/03/17	06/29/18	04/03/17	06/26/18	COMPLETE
NJDEP TWA Permit Extension	01/31/18	02/09/18	01/31/18	02/09/18	01/31/18	02/08/18	New expiration date is 2/8/19. Extension has been requested.
Soil Erosion Certification	02/08/18	03/01/18	08/17/2018	12/28/18		12/28/18	COMPLETE
Finalize Plans / FTSA Final Review	02/27/18	03/09/18	04/06/18	08/01/18	05/01/18	08/01/18	COMPLETE
Attorney Specification Review	09/03/18	09/28/18			09/05/18	09/19/18	COMPLETE
Advertise for Bids	06/19/18	07/31/18		03/11/19			Subject to NJDEP Authorization to Advertise - Revised date.
Receive Bids				04/23/19			
Award Contract	07/31/18	08/07/18		05/07/19			Revised Date
Construction	08/08/18	09/08/19	06/07/19	12/06/20			Revised Date
<b>NJEIT Funding</b>							
Planning Document	02/26/2018	03/15/2018	04/06/2018	05/06/2018	04/06/2018	05/16/2018	COMPLETE
Letter of Intent	03/01/2018	03/15/2018	04/06/2018	05/06/2018	04/06/2018	05/16/2018	COMPLETE
Design Document Submission & DEP Review	03/15/2018	03/22/2018	08/10/2008	03/08/2019	08/10/2018		Awaiting DEP Approval
Permit Submission	03/15/2018	03/22/2018		07/01/2018		07/02/2018	COMPLETE
Stage 1 Environmental Investigation	03/22/2018	06/30/2018	03/22/2018	11/09/2018	03/22/2018	11/14/2018	COMPLETE
Cultural Resources Investigation	07/05/2018	09/11/2018	08/17/2018	10/05/2018	08/31/2018	10/19/2018	COMPLETE
Office of Equal Opportunity Approval	03/15/2018	03/22/2018	08/13/2008	09/10/2018	08/20/2018	10/02/2018	COMPLETE
Environmental Decision Document	05/25/2018	06/08/2018	08/16/2018	11/30/2018	08/16/2018	11/13/2018	COMPLETE
Authorization to Advertise	06/12/2018	06/19/2018	01/02/2019	03/08/2019			Date revised based on DEP anticipated ATA date.
<b>Financing</b>							
Bond Resolution		12/04/2018				12/04/2018	Resolutions passed at FTSA Meeting on 12/4/18.
Interim Financing Approval- NJWB		01/15/2019		04/19/2019			
Construction Phase NJWB Reimbursement	01/15/2019	06/01/2020	04/19/2019	01/20/2021			Based on 18 Month Construction Period
Permanent NJWB Financing		12/31/2019		11/01/2020			Permanent Financing initiated at 80% + / - project completion (\$ basis) in following May or November.

\* Project Status Color Codes:

R - Red - Project is in jeopardy of missing general availability (GA) date.

Y - Yellow - Project has some challenges, but a plan is in place to meet general availability (GA)

G - Green - All good for general availability



II. **Foxwood Drive Sanitary Sewer Rehabilitation Project – COLOR: Y**

- Grouting of leaking pipe joints in areas of proposed CIPP was initiated during the week of October 22, 2018. The work is complete except for any incidental grouting needed prior to lateral lining work.
- Service lateral lining (Lateral Connection Repair – LCR) was initiated on October 24, 2018. This LCR work is ongoing and approximately 37% complete with 115 units completed.
- CIPP (mainline sewer) was initiated on October 29, 2018 is nearly complete. Approximately 11,516 LF of CIPP lining has been completed representing 94% of the revised contract quantity. CIPP continues to be suspended on Appleman due to groundwater conditions caused by water main leakage in the vicinity of the sewer rehabilitation work. It is understood that FTSA and National Water Main staff met with Water Department Staff on February 21, 2019 to review the observed conditions. During the meeting Water Department Staff indicated that they were not able to find any leaks in the area. It was agreed that Staff from FTSA, National Water Main and the Water Department would meet at the project site to further investigate. A site meeting was conducted on February 22, 2019. National Water Main personnel performed a confined space entry and obtained samples of the sewage flow from the 4 different manhole locations in the area. The samples were tested by Water Department personnel and all samples tested positive for high levels of chlorine. Presence of high levels of chlorine in the sewage (along with clear flow) is an indication that the flow in the sewer is not ground water and is the result of leakage from the water mains. The Water Department Field Staff advised that they would report the findings to their Supervisor. The Contractor requested that the repairs of the water main be expedited so that the sewer rehabilitation work can be completed. CME and FTSA will monitor Water Department progress in correction of the leakage.
- A resolution authorizing Change Order #1 should be considered at the upcoming meeting. In addition, signature of the NJDEP Contract Change Form by the Executive Director should be authorized by Resolution thereby allowing the costs to be submitted for reimbursement through the NJ Water Bank.
- CME is evaluating the impact of changing a number of LCRs to MTHs and the addition of manhole to manhole CIPP. The change is needed due to additional defects being observed in the main line sewers and lateral connections not present during earlier investigations. This additional work will require a change order to increase the Contract Price and possibly an extension of time.
- Work on the project is progressing and is approximately 57 % complete and on schedule for a March completion.

**Foxwood Drive Sanitary Sewer Rehabilitation Project**

\* Project Status: Y

Milestone	Initial		Revised		Actual		Comments
	Start	End	Start	End	Start	End	
<b>Design Phase</b>							
Construction Documents to FTSA for Review						03/30/17	COMPLETE
FTSA Review Comments / Comments					03/29/17	04/06/17	COMPLETE
Additional Rehabilitation Area	04/06/17	06/02/17			04/06/17	06/02/17	COMPLETE
Final Plans	06/02/17	07/07/17			06/02/17	07/13/17	COMPLETE
Advertise for Bids	02/15/18	03/22/18	05/04/18	05/30/18	05/17/18	05/30/18	COMPLETE
Receive Bids / Award Contract	03/22/18	03/06/18	05/30/18	07/03/18	05/30/18	06/14/18	COMPLETE
<b>Construction Phase</b>							
Preconstruction Meeting		07/26/18		07/31/18		07/31/18	COMPLETE
Notice to Proceed		07/27/18		08/03/18		08/10/18	COMPLETE
Construction	03/07/18	11/30/18	08/13/18	05/07/19	08/15/18	03/31/19	
CCTV Inspection & Rehab Confirmation (est. 41,000 LF)	08/13/18	10/26/18			08/13/18	10/03/18	COMPLETE
Grouting Joints in preparation for CIPP (est. 100 joints)	11/12/18	11/23/18	10/02/18	10/12/18	10/22/18	11/02/18	COMPLETE - additional grout may be needed prior to CIPP due to groundwater conditions.
Point Repair Lining (est. 110 LF)	11/26/18	12/12/18	11/08/18	03/01/19	11/08/18		75 % (+ / -) complete
CIPP Lining (est. 9100 LF)	11/26/18	12/28/18	10/29/18	03/15/19	10/29/18		94 % (+ / -) complete
Service Lateral Lining (est. 260 laterals)	12/31/18	03/01/19	10/24/18	03/29/19	10/24/18		37 % (+ / -) complete
<b>NJEIT Funding</b>							
Planning Document - Authorization to Award	07/07/17	08/07/17			07/07/17	06/18/18	COMPLETE
<b>Financing</b>							
Bond Resolution							COMPLETE
Interim Financing Approval- NJWB		12/31/2018				12/18/2018	Bond Rating obtained prior to NJWB Financing. NJWB Interim Loan closed on 12/18/18.
Construction Phase NJWB Reimbursement	01/15/2019	03/01/2019	12/18/2018	03/01/2018	12/18/2018		Based on Construction Contract Period. Reimbursements administered by FTSA Staff.
Permanent NJWB Financing		05/31/2019					Permanent Financing initiated at 80% + / - project completion (\$ basis) in following May or November.

\* Project Status Color Codes:

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Y - Yellow - Project has some challenges, but a plan is in place to meet general availability (GA)

G - Green - All good for general availability



III. **Marcy Street Sanitary Sewer Rehabilitation – Color: Y**

- Additional funding for the project will be secured by the FTSA through the NJ Infrastructure Bank.
- Project plans are being updated based on additional funding. This final scope of work for the Project will include: replacement of all house laterals, manhole to manhole lining of all mainline sewers and excavation for correction of localized vertical pipe deflections (sags).
- Bid and construction phase schedules will be developed based on the aforementioned scope of services and NJ Infrastructure Bank Funding.

**Marcy Area Sanitary Sewer Rehabilitation**

\* Project Status: Y

Milestone	Initial		Revised		Actual		Comments
	Start	End	Start	End	Start	End	
<b>Design Phase</b>							
CCTV & Report Review	2/6/18	3/16/18			2/6/18	3/16/18	
Site condition assessment - Field Survey	3/16/18	4/28/18	3/16/18	6/12/18	3/16/18	6/12/18	Review findings with FTSA. Review meeting scheduled for 6/12/18.
Alternate techniques / Pipe & cleanout replacements	3/16/18	4/28/18	3/16/18	6/1/18	3/16/18	6/12/18	
Review meeting with FTSA	4/28/18	5/3/18		6/12/18		06/12/2018	Review rehabilitation recommendations.
Plans & Specification Preparation	3/16/18	4/28/18	6/13/18	3/29/19	6/13/18		<b>Revised date; based on revised rehabilitation plan.</b>
Review meeting with FTSA						11/29/18	Review rehabilitation recommendations and associated costs. Additional funding source(s) required for project.
Attorney Specification Review	7/20/18	8/10/18	3/15/19	3/22/19			
Final review meeting @ 100 %	4/16/18	4/21/18		3/26/19			FTSA Comments to CME by 3/22/19.
Finalize Documents based on FTSA Comment	5/1/18	5/12/18	03/26/2019	03/29/2019			
Coordination with Attorney re: IMPIA Fees	2/6/18	3/16/18	4/4/18	03/29/2019	4/4/18		Project to be funded by IMPIA Fees and NJ Infrastructure Bank.
Advertisement							Project to be partially funded by IMPIA Fees. Advertisement schedule to be established after NJ Infrastructure Bank Funding is secured.

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G - Green - All good for general availability

## CONSULTING ENGINEER - CDM

Mr. Nocero presented the highlights of the report dated February 26, 2019 on behalf of Brian Regan as prepared by Howard S. Matteson, P.E., BCEE /Senior Project Manager.

### **ENGINEER'S REPORT FOR FEBRUARY 2019**

This report covers the following work activities through the month of February 2019.

#### ENGINEERING SERVICES SUMMARY

A. Somerset Street Pumping Station Construction Services

#### ENGINEERING SERVICES DETAIL

A. *Somerset Street Pumping Station Construction Services*

**YELLOW**

During the period, Grade Construction (Grade) had limited activity related to efforts for the electrical system. PSE&G has installed the new electrical pole, but Grade is waiting for the installation of the electrical service. The gas service installation is complete. Following a request by staff, Grade mobilized and performed some temporary paving in the vicinity of 44 Brookline.

FTSA and CDM Smith assisted Grade in coordinating with the Franklin Township Building Department regarding the requirements of the electrical permit. We attended a site walkthrough and inspection with the Township Electrical Subcode Official on Friday February 22, 2019 after which the approval of the rough installation was provided.

#### Issues/Blockers

- The new electrical pole has been set. PSE&G has advised the work order to install the new electrical service has been entered into the system. Activity associated with the work order is still pending. Grade continues to coordinate with PSE&G on scheduling this work.

#### Activities During the Period and Discussion

CDM Smith's activities during the period are summarized below:

- Provided field observation of construction activities during the period.
- Coordinated with Grade to resolve issues and questions related to processing and administration of the project.
- Began review of spare parts to be provided under the contract.

FTSA has solicited prices from Grade for the replacement of the manhole at the Bus Garage Lot and full width milling and paving of Brookline Avenue. CDM Smith is currently reviewing the proposed price for the manhole in the Bus Garage lot, but has yet to receive the proposal on the full width milling and paving of Brookline Avenue.



The following schedule reflects certain activities are “Pending” or “On Hold” pending resolution of the issues indicate above.

Milestone	Initial Start Date	Rev Start Date	End Date / Milestone	Comments
Survey			3/13/14	
Appraisal			2/10/14	
Initiate Land Acquisition			7/31/14	
BODR 10% Design	4/7/14		5/5/14; 5/29/14	
60% Design	6/1/14		8/31/14	
Final Design	9/1/14		10/20/14	
TWA Permit Submit to NJDEP			10/28/14	
Submit DLUR Application			10/28/14	
TWA Permit Approval	10/28/14		2/2/15 2/2/17 2/2/18	Approved Feb 2, 2015 and valid for 2 years; One-year time extension approved Feb 23, 2018 through Feb 2, 2019.
Receive DLUR Decision			11/24/14	Applicability Determination – Flood Hazard Area Individual or General Permit not required. Valid for 5 years.
Property Transfer Complete			10/27/14	Refers to property title. Will follow completion of land acquisition
Adv & Bid	12/31/14	4/10/17	6/13/17	
Receive Bids	3/31/15	6/13/17	6/13/17	
Award			8/1/17	
Preconstruction Meeting			2/27/18	
Notice to Proceed			3/6/18	
Submittals			7/4/18	Complete
Mobilization/Start Construction	6/30/18	8/13/18 (A)	8/13/18 (A)	Complete
Force Main	7/25/18	8/20/18 (A)	9/30/18 (A)	Complete
Gravity Sewer	9/3/18	10/22/18 (A)	11/08/18 (A)	Complete
Wet Well & Grinder Vault	10/17/18	10/17/18 (A)	11/08/18 (A)	Complete
Pumping Station	11/21/19	12/15/18 (E)	3/15/19 (E)	Start date revised; Revised estimate for End Date from 1/15/18 based on slower progress and allowance for holidays.
Substantial Completion	1/1/19	1/15/19 (E)	3/15/19 (E)	Contract requires by 3/1/2019
Final Completion	2/15/19	2/15/19 (E)	3/31/19 (E)	Contract requires by 3/31/2019

(A) Actual; (E) Estimated



**GENERAL COUNSEL** - Eric M. Bernstein, Esquire

Copies of the General Counsel report dated February 21, 2019 were distributed as follows:

To: Franklin Township Sewerage Authority Chairman and Commissioners

From: Eric M. Bernstein, Esquire

Below is a status report of pending matters for the Franklin Township Sewerage Authority:

1. Hamilton Street Pump Station: We have reviewed and commented on the draft bid specifications. We are continuing to work with the Authority and its professionals to move the project forward.
2. Somerset Street Pump Station: The project is moving forward with more legal and administrative oversight necessary. As the Project moves forward, we anticipate issues needing to be addressed on an ongoing basis, including, but not limited to, a potential tort claim action by a neighbor.
3. Rodney Avenue Pump Station: This project is "DONE"; well, almost done, there are still some odds and ends "close out" items/"punch list" items.
4. Sewer Inspections: Speaking to Authority on ongoing basis about this issue.
5. City of New Brunswick: Ongoing negotiations as to longstanding agreement regarding hookups for certain properties on the border between the two (2) municipalities.
6. Handling advice and assistance issues with ED and staff on contracts and policies, as well as applicability on new State laws/regulations, and complying with OPRA/OPMA issues.
7. Handling the coordination of a sewer improvement plan as to Marcy Avenue. Parties are continuing to work to move this plan to fruition.
8. Foxwood Drainage Area: This is an ongoing project involving the FTSA and this office, which we are coordinating with all professional and staff parties.
9. Elizabeth Avenue Sanitary Sewer Installation: Working with Authority and its professionals to move the Project to fruition.
10. Employment Issues. We continue to work with the Executive Director and his staff on various employment issues to Union and non-union staff, including insurance reimbursement.

11. General assistance as to bid specs and review and related financial issues.
12. Birch Glen/Sycamore Developers: Working with FTSA staff to draft a proposed Developers Agreement hoping to move the matter along.

## **EXECUTIVE DIRECTOR'S REPORT**

Ms. Roach presented this report on behalf of Mr. Regan as follows:

### **FEBURARY 2019**

#### **1. Revenue Report**

- Attached

#### **2. Expense Report**

- Attached

#### **3. Cash Position**

- Attached

#### **4. Discussion Items**

- Connections Fees – Revising Estimate to 390
- Engineering Intern (Christian)
- FY20 Budget
  - o Appropriations – 90% complete
  - o Capital Budget – 75% complete
  - o Plan to have Draft at April Meeting
  - o Potentially schedule a Special Meeting on April 16<sup>th</sup> to approve/introduce budget

#### **5. Resolutions**

##### **Standard**

- **Payroll Account**
- **Operating Expense Account**
- **Renewal and Replacement**
- **Escrow**

##### **Additional**

- a) Developer's Agreement Communication
  - a. Updated Draft reviewed by legal and revised comments incorporated.
  - b. Significant addition is a maintenance bond/fee for dedeed Pump Stations \$26000 x 15 = 390,000. Cost based upon BOE.
- b) Sanitary Sewer Rehabilitation Foxwood Drive Drainage Area – Change Order #1
- c) Sanitary Sewer Rehabilitation Foxwood Drive Drainage Area – Change Order #2
- d) Hamilton Street Pumping Station - Engineering Agreement - Bid and Construction Phase
- e) Authorization to create a job description for Engineering Intern

f) Authorization to Advertise for Engineering Intern

**6. Other Items**

- AEA Recommendations/ Commissioner Orientation
  - o Ordered AEA Handbook – a good overview of Commissioner’s responsibilities
- AEA 2019 Spring March 12-13<sup>th</sup>, Atlantic City

**7. Closed session**

Number of items

**OPERATIONS REPORT**

Copies of the Operations report were provided as follows:

**FEBRUARY 2019**

**Pump Stations**

Routine pump station maintenance including valve exercising, wet well cleaning, alarm testing and pump lubrications were performed.

All emergency generators were exercised in accordance with the States’ Air Quality Program.

**Weston Canal P.S.:** On the 22<sup>nd</sup> of the month, Municipal Maintenance Company came to replace the blower fan for VFD #2 (variable frequency drive), this unit prevents the drive from overheating. Our maintenance crew replaced the faulty pressure switch on the air compressor for the bubbler level control.

**Six Mile Run P.S.:** During the month, our staff made entry into the wet well to repair the high-high-level float ball, this is a redundant back-up.

**Meadow Ave P.S.:** Our maintenance crew found that the OEM battery charger for the emergency generator was defective, we installed a separate battery charger/maintainer.

**Rodney Ave P.S.:** During the month National Fence Company was on-site to repair the damaged fence along the slanted retaining wall, other issues that are in need of attention are still being scheduled by CARBROS’ sub-contractors.

**Odor Control**

EVOQUA performed their monthly service and inspection of our odor and corrosion control systems, based on the data collected using Oda-loggers we were able to reduce



the feed rates at a few sites due to the colder temperatures. There were no odor complaints during the month.

### **Developer's Related Issues**

During the month, our staff performed inspections for the developers of Summerfields & 745 Hamilton Street. The Authorities staff has been performing inspections on the Foxwood Drive Rehab Project as well as the Somerset Street P.S. Project.

### **Collection System Related Issues**

**Gravity Sewer Flushing (2-Year Twp. Wide Program)** During the month, our staff flushed and cleaned 35,715' of main sewer lines as part of our ongoing preventive maintenance program.

With our new 2-year goal starting the middle of last month, current est. is 7% of our overall goal.

During the month, our staff cleared several down trees and branches following the inspection of all of our sanitary sewer easements, these inspections took place following the winter storms.

Our maintenance staff stopped the infiltration in 7 MH's during the month using injection grout followed by the rebuilding and repairs of the MH benches and channels.

During the high winds on 2/25/19 we experienced several interruptions of city power at our pump stations causing the emergency generators to run intermittently as designed. Weston Canal was constantly blipping as of late morning (11:45am) so I switched the station operation to emergency generator due to the variations of electric being supplied from city power, this allowed the operation of the station to run normal without causing any pump, VFD or control failures.

### **Complaint and Alarm Dispositions**

During the month, our staff responded to several concerns for slow draining sewers, in each case the cause was found to be on the homeowner's side of the service. We advised the home owner to contact a licensed plumber. In addition, we responded to two (2) after hour pump station alarms, each were relative to power interruptions.

### **Safety**

There were no accidents or injuries for the Month of February.

**Pine St P.S. – Commerce P.S. – Meadow Ave P.S. – Six Mile Run P.S.:** As reported last month, during the annual OSHA required overhead hoist inspections there were some minor repairs/defects that needed attention and those repairs were completed on the 19<sup>th</sup>.



**Connections**

Current Months Connections: 0  
Total to Date: 37.50  
Anticipated to Date: 520

**\*Note: January 2019 -** The .50 connection is from an Affordable Housing Unit.

**COMMITTEE REPORTS:**

**NEGOTIATIONS / PERSONNEL COMMITTEE**

Chairman Galtieri said there will be an item addressed with regards to personnel under the Executive Closed Session via attorney-client privilege.

**MUNICIPAL LIAISON COMMITTEE**

Chairman Galtieri said there was nothing to report other than they are working thorough water main repairs and they are working to plan out for the road repaving.

Chairman Galtieri said he wanted to point out that during the Township Budget hearings, the Authority was commended for keeping up with its equipment, in particular, the VAC truck.

**CONSTRUCTION COMMITTEE**

Nothing to report.

**SAFETY COMMITTEE**

Nothing to report.

**APPROVAL OF RESOLUTIONS**

The Approval of some of the resolutions will be done by "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 \$ 133,094.90**

**Operating Expense Account \$ 131,968.18**

**Renewal and Replacement \$ 31,407.00**

**Escrow Account \$ 19,257.50**

Ms. DeVeaux made a motion to approve the Consent Agenda, seconded by Ms. Ford.

A roll call was taken as follows:

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

**ADDITIONAL RESOLUTIONS**

**RESOLUTION  
03052019 - 5**

**RESOLUTION AUTHORIZING AMENDMENT TO THE DEVELOPERS  
AGREEMENT (FTSA TEMPLATE)**

**BE AND IT HEREBY RESOLVED**, by the Township of Franklin

Sewerage Authority in the County of Somerset that the attached is an  
Amendment to the Developer's Agreement for the Township of Franklin be  
and is hereby approved.

Offered by: Ms. DeVeaux

Seconded by: Ms. Ford

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

**RESOLUTION**  
**03052019 – 6**

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE  
A CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE WITH  
NATIONAL WATER MAIN CLEANING CO. FOR CHANGE WORK ORDER  
NO. 1 AS TO THE SANITARY SEWER REHABILITATION FOR THE  
FOXWOOD DRIVE DRAINAGE AREA PROJECT 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 awarded a contract for construction services to National Water Main Cleaning Co., with a principal place of business located at 1806 Newark-Jersey City Turnpike, Kearny, New Jersey 07032 (hereinafter referred to as “National Water”) and authorized the Executive Director to execute a contract with National Water on behalf of the Authority, with respect to the proposed cleaning and televising of eight (8”) inch and ten (10”) inch sanitary sewers, cured in place pipe lining of eight (8”) inch and ten (10”) inch gravity sewer main, trenchless point repairs and service lateral lining of four (4”) inch and six (6”) inch sewer laterals in the Foxwood Drive Drainage Area (hereinafter referred to as the “Project”); and,

**WHEREAS**, National Water, by letter dated January 31, 2019, a copy of which is on file in the Authority’s office of the Administrative Manager and made a part hereof, has requested a “Contract Modification Proposal and Acceptance” (hereinafter referred to as “Change Work Order No. 1”) to amend the service contract for the Project to incorporate additional unit price

item work due to field conditions encountered, to adjust quantities as needed to compete the work and to investigate and repair additional mains and laterals where infiltration was observed near the Foxwood Drive drainage area. A supplemental item to address the need for grouting of additional joints is also included. There is no net change to the Contract Value to Contract Period under the proposed contract modification; and,

**WHEREAS**, David H. Coats, P.E. of CME Associates (hereinafter referred to as the “Engineer”), on behalf of the Authority, has reviewed National Water’s submission for Change Work Order No. 1 and recommends that Change Work Order No. 1 be authorized by the Authority; and,

**WHEREAS**, Authority Attorney Eric M. Bernstein, Esq., and the offices of Eric M. Bernstein & Associates, L.L.C. has also reviewed the Authority Engineer’s and the Contractor’s submissions and accepts same based on the recommendations of the Authority Engineer.

**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 the Contract Modification Proposal and Acceptance to Change Work Order No. 1 without the need for any further action of this Board of Commissioners.

**BE IT FURTHER RESOLVED** that the Contract Modification Proposal and Acceptance for Change Work Order No. 1 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 (which at this time is does not).

**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: Ms. Ford

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

**RESOLUTION  
02052019 – 7**

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE  
A CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE WITH  
NATIONAL WATER MAIN CLEANING CO. FOR THE SANITARY SEWER  
REHABILITATION FOXWOOD DRIVE DRAINAGE AREA PROJECT ON  
BEHALF OF THE FRANKLIN TOWNSHIP SEWERAGE AUTHORITY**

**WHEREAS**, the Sewerage Authority of the Township of Franklin, 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 awarded a contract for construction services to National Water Main Cleaning Co., with a principal place of business located at 1806 Newark-Jersey City Turnpike, Kearny, New Jersey 07032 (hereinafter referred to as “National Water”), and authorized the Executive Director to execute a contract with National Water on behalf of the Authority, with respect to the proposed cleaning and televising of eight (8”) inch and ten (10”) inch sanitary sewers, cured in place pipe lining of eight (8”) inch and ten (10”) inch gravity

sewer main, trenchless point repairs and service lateral lining of four (4") inch and six (6") inch sewer laterals in the Foxwood Drive Drainage Area (hereinafter referred to as the "Project"); and,

**WHEREAS**, National Water, by letter dated February 28, 2019, a copy of which is on file in the Authority's Office of the Administrative Manager and made a part hereof, has requested a "Contract Modification Proposal and Acceptance" (hereinafter referred to as "Change Work Order No. 2") to amend the service contract for the Project requesting the additional lump sum payment of Sixty-Three Thousand Five Hundred Fifty Dollars (\$63,550.00) for an increase in contract quantities required to construct the Project due to additional corrective work of the same type of work as the present contract requires based upon field investigations performed as part of the contract; and,

**WHEREAS**, David H. Coats, P.E. of CME Associates (hereinafter referred to as the "Engineer"), on behalf of the Authority, has reviewed the National Water's submission for Change Work Order No. 2 and recommends that the Change Work Order No. 2 be authorized by the Authority; and,

**WHEREAS**, Authority Attorney Eric M. Bernstein, Esq., and the offices of Eric M. Bernstein & Associates, L.L.C. has reviewed the Engineer's and the Contractor's submissions and accepts same based on the recommendations of the Engineer.

**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 the Contract Modification Proposal and Acceptance to Change Work Order No. 2 for a total amount of Sixty-

Three Thousand Five Hundred Fifty Dollars (\$63,550.00) without the need for any further action of this Board of Commissioners.

**BE IT FURTHER RESOLVED** that the Contract Modification Proposal and Acceptance for Change Work Order No. 2 shall be subject to the Certification of the Board of Commissioners' Secretary – Treasurer as to the availability of funds for payment for same.

**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: Ms. Ford

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

**RESOLUTION  
02052019 – 8**

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



**BE AND IT HEREBY RESOLVED**, by the Township of Franklin Sewerage Authority in the County of Somerset that CME be and is hereby authorized to provide Professional Services relative to the Bid and Construction Phase relative to the Hamilton Street Pumping Station in the amount not to exceed \$ 347,772.00. (See attached Agreement). The Agreement is acceptable as to format and the Executive Director or designee is authorized to execute the Agreement.

Offered by: Ms. DeVeaux

Seconded by: Ms. Ford

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

**RESOLUTION  
02052019 – 9**

**RESOLUTION AUTHORIZING THE CREATION OF A JOB DESCRIPTION  
FOR AN ENGINEERING INTERN**

**BE AND IT IS HEREBY RESOLVED**, by the Township of Franklin Sewerage Authority in the County of Somerset that the Board of Commissioners authorize the Executive Director to create a new job description in accordance with the attached document.

Offered by: Ms. DeVeaux

Seconded by: Ms. Ford

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

**RESOLUTION  
02052019 – 10**

**RESOLUTION AUTHORIZING THE ADVERTISEMENT FOR AN  
ENGINEERING INTERN**

**BE AND IT IS HEREBY RESOLVED**, by the Township of Franklin Sewerage Authority in the County of Somerset that the Board of Commissioners authorize the Executive Director to advertise for the Engineering Intern position in accordance with the attached document.

Offered by: Ms. DeVeaux

Seconded by: Ms. Ford

VOTE:	Mr. Anbarasan	-	Absent
	Ms. DeVeaux	-	Aye
	Ms. Ford (Alt. #2)	-	Aye
	Mr. Jalloh	-	Aye
	Mr. Tiwari	-	Absent
	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) involving a former employee under negotiations other than collective bargaining and attorney-client privilege.

Mr. Bernstein said there may or may not be formal action taken at the conclusion of the Executive Session.

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 7:09 PM, seconded by Ms. Ford.

A Roll Call was taken by acclamation as follows:

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

The parties then commenced in Executive Session.

Mr. Jalloh made a motion to come out of the Executive Session, seconded by Ms. DeVeaux at 7:26 P.M.

A Roll Call was taken by acclamation as follows:

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

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

Mr. Bernstein stated that, let the record reflect that all members of the Board of Commissioners of the Franklin Township Sewerage Authority present prior to the commencement of the Executive Session were present at the recommencement of the Open Session, as well as the Acting Executive Director, the Acting Executive Director /Operations Manager, the Staff Engineer, and General Counsel. Mr. Bernstein said the Consulting Engineers were excused prior to the commencement of the Executive Session and Commissioner Anbarasan is still excused at the moment from the meeting. Mr. Bernstein said there was a discussion with the Board relative to a recently retired employee and reimbursement of healthcare benefits that are being taken care of and a book transfer within the Authority's budget to account for all of these items so there will be no need for a formal action to be taken. Mr. Bernstein said that there was also an update on the ongoing discussions between the Authority and the developers for Sycamore Development relative to a possible hook-up to a facility within the auspices of the Authority of which no formal action needs to be taken.

Chairman Galtieri asked for a motion to adjourn.

Ms. DeVeaux made a motion to adjourn the meeting at 7:28 PM, seconded by Ms. Ford.



All Commissioners present voted "Aye".

Respectfully submitted,

*Apryl L. Roach*

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

**RESOLUTION**

03052019 - 1

**BE AND IT IS HEREBY RESOLVED, by the Township of Franklin Sewerage Authority in the County of Somerset, that Requisition #630 of the Payroll Account Fund per Bond Resolution dated August 28, 1989 for the amount of \$ 133,094.90 be authorized and approved for payment, and**

**BE IT FURTHER RESOLVED that a Certified Copy of the RESOLUTION together with Requisition #630 of the Payroll Account Fund be forwarded to the Bank of New York – Mellon, New Jersey Trustee.**

Offered by: Ms. DeVeaux

Seconded by: Ms. Ford

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



\_\_\_\_\_  
**SECRETARY / TREASURER**

  
\_\_\_\_\_  
**CHAIRPERSON**

**Adopted: March 5, 2019**

**RESOLUTION**

03052019 - 2

**BE AND IT IS HEREBY RESOLVED**, by the Township of Franklin Sewerage Authority in the County of Somerset, that Requisition #686 of the Operating Expense Fund per Bond Resolution dated August 28, 1989, for the amount of \$ 131,968.18 be authorized and approved for payment, and

**BE IT FURTHER RESOLVED** that a Certified Copy of the RESOLUTION together with Requisition #686 of the Operating Expense Fund be forwarded to the Bank of New York – Mellon, New Jersey Trustee.

Offered by: Ms. DeVeaux

Seconded by: Ms. Ford

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



\_\_\_\_\_  
**SECRETARY / TREASURER**

  
\_\_\_\_\_  
**CHAIRPERSON**

**Adopted: March 5, 2019**



**RESOLUTION**

03052019 - 3

**BE AND IT IS HEREBY RESOLVED, by the Township of Franklin Sewerage Authority in the County of Somerset, that Requisition # 095 of the Renewal and Replacement Account per Bond Resolution dated August 28, 1989 for the amount of \$ 31,407.00 hereby be authorized and approved for payment, and**

**BE IT FURTHER RESOLVED that a Certified Copy of the RESOLUTION together with Requisition # 095 of the Renewal & Replacement be forwarded to the Bank of New York – Mellon New Jersey, Trustee.**

**Offered by:** Ms. DeVeaux

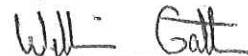
**Seconded by:** Ms. Ford

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



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**SECRETARY / TREASURER**



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**CHAIRPERSON**

**Adopted: March 5, 2019**

**RESOLUTION  
MARCH 2019  
03052019 - 4**

**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.**

PVP FRANKLIN, LLC – RELEASE OF ESCROW FUNDS	\$ 19,257.50
<b>TOTAL ESCROW FUND</b>	<b><u>\$ 19,257.50</u></b>

**Offered by:** Ms. DeVeaux

**Seconded by:** Ms. Ford

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

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**SECRETARY / TREASURER**

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**CHAIRPERSON**

**Adopted: March 5, 2019**

**RESOLUTION**

03052019 - 5

**Re: DEVELOPERS AGREEMENT – AMENDMENT  
(FTSA TEMPLATE)**

**BE AND IT HEREBY RESOLVED, by the Township of Franklin  
Sewerage Authority in the County of Somerset that the attached is an  
Amendment to the Developer’s Agreement, for the Township of Franklin be  
and is hereby approved.**

**Offered by: Ms. DeVeaux**

**Seconded by: Ms. Ford**

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



**SECRETARY / TREASURER**

  
**CHAIRMAN**

**Adopted: March 5, 2019**



## **Appendix E**

# **Model Developer's Agreement**

*[Under no circumstances shall this template be deleted or modified in any way. Any questions shall be directed to the Authority's Staff Engineer]*

CAPACITY ALLOCATION AND DEVELOPER'S  
ON-TRACT AND OFF-TRACT AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ by and between:

THE FRANKLIN TOWNSHIP SEWERAGE AUTHORITY, a public body corporate and politic of the State of New Jersey, with offices at 70 Commerce Drive, Somerset, New Jersey 08873-3470 (hereinafter referred to as the "Authority" or "FTSA")

and

(hereinafter referred to as the "Developer")

WITNESSETH

WHEREAS, The Developer is the owner of parcels of land located within the Township of Franklin designated as Block(s) \_\_\_\_\_, Lot(s) \_\_\_\_\_ on the Official Tax Map of the Township of Franklin consisting of \_\_\_\_\_

\_\_\_\_\_ and;

WHEREAS, the Developer has submitted to the Authority for approval, Plans and Specifications for the construction of certain sanitary sewer facilities to be located on Block \_\_\_\_\_, Lot \_\_\_\_\_ of the Official Tax Map of the Township of Franklin for providing sanitary sewer service to that development known as "\_\_\_\_\_" (The "Development") consisting of \_\_\_\_\_ on approximately \_\_\_\_\_ acres, more particularly described on plans entitled "\_\_\_\_\_", prepared by \_\_\_\_\_, dated \_\_\_\_\_, \_\_\_\_\_, latest revision dated \_\_\_\_\_, \_\_\_\_\_ and consisting of \_\_\_\_\_ sheets, as approved by the Authority ("Approved Plans and Specifications") and any other governmental entity having jurisdiction thereover; and shall [✓] one of the following:

- A. [ ] WHEREAS, the \_\_\_\_\_ of the Township of Franklin ("Approving Board" or "Board") granted \_\_\_\_\_ approval on \_\_\_\_\_ for the subject property; and

WHEREAS, the Development consists of \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

as more fully set forth in a resolution adopted by the Board on \_\_\_\_\_; Resolution #: \_\_\_\_\_;  
or

B. [ ] WHEREAS, the Township of Franklin does not require approval from the "Approving Board" or "Board"; but requires approval from the "Technical Review Committee", Construction Department, or similar.

WHEREAS, the proposal consists of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WHEREAS, the Developer and the Authority desire to enter into an agreement setting forth the rights, duties and obligations of the parties in connection with the construction of the sanitary sewer utility improvements related to said Development, including off-tract improvement obligations of the Developer.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises, covenants and representations herein contained, the parties hereto, for themselves, their heirs, successors and assigns agree as follows:

I. ALLOCATION OF SANITARY SEWER CAPACITY

1. Allocation. An allocation of sanitary sewer capacity within the Authority's conveyance facilities is hereby granted in accordance with the Authority's Sanitary Sewer Allocation Policy dated January 12<sup>th</sup>, 1999 and adopted by the Authority on January 12<sup>th</sup>, 1999 ("Allocation Policy") and the Rates, Rules and Regulations adopted thereunder. The Developer is hereby granted a wastewater conveyance capacity allocation of \_\_\_\_ gallons per day to be utilized in connection with the Approved Plans and Specifications for \_\_\_\_\_.

2. Reversion of Allocation upon Re-application. Any change, modification or amendment to the Approved Plans and Specifications for this Development by Developer which is of such type or magnitude that the Approving Board should determine that the same can only be approved as a new application for development (as that term is defined within the Municipal Land Use Law) and not as an amendment to the existing Development, and which is approved by that Board as a new Development, shall likewise be deemed by the Authority to be a new Development, whereupon any allocation of wastewater conveyance capacity granted herein shall become null and void and shall revert to the Authority. In that event, a new application for wastewater conveyance capacity shall be submitted to the Authority for that new Development. The Authority shall utilize the resolution of the Approving Board, including the date of its adoption, to implement the Allocation Policy and to establish the priority of the new Development thereunder. Developer and the Authority acknowledge and agree that any abandonment of this Development or any modification to it which is so extensive that for all intents and purposes this Development is superseded or fundamentally changed shall void the allocation granted herein, while minor and customary amendments and modifications to the Approved Plans and Specifications which do not intrinsically change this Development shall neither void this allocation nor change the priority of this Development under the Authority's Allocation Policy.

3. Duration of Allocation. The allocation of capacity set forth herein shall remain valid and effective for the same period that the Developer maintains a valid Treatment Works Approval (TWA) with the New Jersey Department of Environmental Protection ("NJDEP") for this Development. In



the event that circumstances arise resulting in the Developer's inability to proceed (whether or not beyond the control of the Developer), the Authority retains the right to revoke the assigned gallonage allocation subject to applicable law and administrative practice in accordance with the Allocation Policy and the Rules and Regulations adopted thereunder if the Developer fails to achieve reasonable progress toward utilization of the gallonage allocation as measured by issuance of certificates of occupancy. For this development, reasonable progress shall be 100% utilization of the gallonage allocation within \_\_\_\_ years of the execution of this Agreement, subject to any tolling permitted by law.

[ ] Mark here if TWA approval is not required. If so the allocation of capacity set forth in section I-1 shall remain valid and effective indefinitely subject to a change in the conditions.

4. Transfer of Gallonage. The Developer agrees that the wastewater conveyance capacity allocation for this Development cannot be traded, sold, or otherwise reallocated by the Developer, unless the property to which the gallonage is allocated is sold to a new owner in which case the wastewater conveyance capacity allocation, together with all off-tract improvement obligations set forth or incorporated by reference herein, shall run with the land and be transferred to the new owner. All unused or excess wastewater conveyance capacity not needed by this Development shall automatically revert to the Authority with no credit issued.

## II. AGREEMENT AS TO SANITARY SEWER FACILITIES

1. Sanitary Sewerage Collection System. The Developer shall install at its sole cost and expense a complete on-tract sanitary sewerage collection system consisting of sanitary sewer mains, together with all appurtenances, manholes and other accessories, all in accordance with the Approved Plans and Specifications and in accordance with the Rates, Rules and Regulations of the Authority.

2. Connection to Existing Facilities. The Developer shall connect said sanitary sewer collection system to the Authority's existing sanitary sewer facilities at the Developer's sole cost and expense as set forth on the Approved Plans and Specifications and as required by the Authority. The Developer acknowledges that such existing facilities of the Authority may not be contiguous to the property which comprises this proposed development.

3. Permits. The Developer shall, at its sole cost and expense, obtain all necessary permits, including but not limited to a Treatment Works Approval Permit from the NJDEP and any other governmental entity having jurisdiction thereover. The Developer shall comply with all terms and conditions thereof.

4. Construction in Accordance with Plans and Specifications. All construction of said sanitary sewerage collection system shall be in accordance with the Approved Plans and Specifications above mentioned and as directed and approved by the Authority.

5. Conveyance of System to the Authority. All sanitary sewer mains and other appurtenances comprising the sanitary sewer collection system abovementioned, constructed by the Developer in public rights-of-way or easement areas shall be conveyed to the Authority in fee simple, by Bill of Sale or other adequate document of conveyance acceptable to the Authority's Legal Counsel, free and clear of all liens and encumbrances, for no additional consideration, upon completion thereof, provided that the Authority shall first certify to the satisfactory installation of the system. The Developer covenants and agrees that it will not object to this transfer of ownership before any Court or administrative agency in the State of New Jersey.



6. Revenues, Fees and Charges. Upon operation of the sanitary sewer collection system, or any portion thereof, irrespective of whether the same has yet been conveyed to or accepted by the Authority, all revenues, fees, and other charges thereafter derived shall belong to the Authority.

7. Acceptance of System. It is understood and agreed that the conveyance and dedication of the Sanitary Sewer Collection system constructed by the Developer shall not become effective until the Authority accepts the same by formal Resolution and a "Final Certificate of Inspection".

8. Service Connections. The construction of the sanitary sewer collection system shall include the installation of \_\_\_\_\_ service connection(s) to the edge of the right-of-way to service \_\_\_\_\_, all to be done at the Developer's sole cost and expense and in accordance with the Rates, Rules and Regulations of the Authority.

The Developer, at its sole cost and expense, shall install service connections to the edge of the right-of-way for each improved or unimproved lot along the route of any sanitary sewer line installed by the Developer off-site, but associated with this development, if the same is set forth as a requirement within the "Additional Provisions" in Section IV hereafter.

9. Permit and Approval to Operate. Prior to the operation of the sanitary sewer system installed by the Developer, the Authority, upon written request of the Developer and with the Developer's cooperation, shall secure a "Permit to Operate" or its equivalent from the New Jersey Department of Environmental Protection ("NJDEP"), if applicable, and obtain such other formal approval(s) as may be required in order to operate said sanitary sewer collection system. All costs associated with obtaining such Permit and/or approvals shall be borne by Developer.

### III. AGREEMENT AS TO OFF-TRACT IMPROVEMENTS

[ ] Mark here if no Impact Fees are required (to be marked by the Authority's staff).

1. Off-Tract Improvement Obligation. The Developer acknowledges that in addition to on-tract and off-tract improvements required to connect the Development to existing Authority systems, the Development also poses an impact upon existing Authority facilities. The Authority and Developer agree that the Authority has power and authority pursuant to the Municipal and County Utilities Authorities Law (N.J.S.A. 40:14B-1 et seq.), New Jersey case law and other legal precedent, including the Authority's Rates, Rules and Regulations, to install or require the Developer to install both on-tract and off-tract facilities and infrastructure necessary to secure adequate service from the common sanitary sewer facilities of the Authority. To the extent that the capacity of such existing facilities is exceeded, Developer acknowledges the need for relieving or expanding those existing facilities or providing new facilities. The Authority shall determine the extent to which the Developer will be required to pay an Off-Tract Improvement Fee ("OTIF") or construct certain off-tract improvements in lieu of such payment, based in part upon the findings as contained in the Infrastructure Master Plan and Impact Analysis, dated December 1998, and as may be from time to time amended.

2. Off-Tract Improvement Fee. The Developer agrees to remit to the Authority the sum of \$ \_\_\_\_\_ as the full amount of the Developer's proportionate share of the costs of the off-tract improvement(s) as determined by the Authority on \_\_\_\_\_, 2\_\_, in accordance with the Authority's Rates, Rules and Regulations concerning OTIF requirements. Such off-tract fee shall be paid as follows:

Fifty (50%) percent within 90 days of the execution of this Agreement, the balance being due one (1) year after the execution of this Agreement, or unless otherwise stated here. If the Impact Fee is not paid on schedule then a late penalty of 1.5 percent per month will be charged on the unpaid balance.

[Alternate if Commercial Development:

The fee shall be paid in its entirety within 90 days of the execution of this Agreement by all parties. If the Impact Fee is not paid on schedule then a late penalty of 1.5 percent per month will be charged on the unpaid balance.]

3. Satisfaction of Developer's Off-Tract Improvement Obligations. Satisfactory completion of the Developer's obligations in accordance with the terms and conditions of this Agreement and the payment of the OTIF as set forth herein, shall satisfy all off-tract improvement obligations which the Developer has to the Authority.

4. Time of the Essence. The Developer acknowledges that the payment of the OTIF or the construction of the off-tract improvements are important components of the Authority's program for the continued operation of its sanitary sewer system. Therefore, the Developer acknowledges that time is of the essence in connection with the obligations of the Developer herein, and accordingly, the Developer shall be required to undertake all actions and submit all OTIFs as set forth herein in a timely fashion, without any further demand by the Authority.

5. Obligation to Run with the Land. Developer agrees that satisfaction of the off-tract improvement obligation set forth herein constitutes a part of the consideration for the grant by the Authority of the wastewater conveyance capacity set forth in this Agreement, and performance of all off-tract improvement obligations shall be a condition of this Agreement which shall be deemed to run with the land, and which shall be binding not only upon Developer, but also upon all heirs, successors and/or assigns of Developer's interest in the Development.

#### IV. COLLECTION SYSTEM MAINTENANCE AGREEMENT

[ ] Mark here if the Collection System is privately owned (to be marked by the Authority's staff).

1. The Owner of the Property shall undertake a preventative maintenance program which shall include of routine sewer cleanings, visual manhole inspections, Pump Station maintenance, odor control, I&I investigations, etc. as to retain the effective utilization of the sewerage facilities for the collection of the sanitary sewers as designed. Should the Owner fail to properly maintain the sewerage facilities, then said Owner shall be considered in default and in that event, the Authority reserves the absolute right to retain immediate ownership and maintenance of the sewerage facilities for purposes of securing overall public safety and shall further retain the right to charge against the Owner any outstanding maintenance costs which shall be subject to a lien being filed against the Property.

2. Inflow & Infiltration (I&I). The Township of Franklin Ordinance No. 3484 prohibits the introduction of substances which are not normal sanitary sewage and specifically prohibits infiltration. The Authority is authorized by Statute, regulation, and ordinance to enforce an investigation of a system for the presence of inundation following storm events and to further require the removal of such infiltration. The Owner shall commence an investigation at their own expense once every 10 years or if deemed by the Authority. All findings shall be submitted to the Authority and updated in the Owner's Operations and Maintenance Manual (see section 3A below).



3. Maintenance Schedule and Supplemental Procedures. The aforementioned maintenance program shall be performed in accordance with the maintenance schedule and procedures outlined in the Operations and Maintenance Manual entitled, "\_\_\_\_\_". The Operations and Maintenance Manual shall be kept by the property Owner in a safe and known location. Maintenance and repair activity logs shall be maintained by the property Owner and shall be provided to any appropriate governing authority upon their request.

4. Licensed Operator. N.J.A.C.7:10A which is authorized by N.J.S.A. 13:1D-1 et seq., 58:10A-1 et seq., 58:11-64 et seq., and 58:12A-1 et seq. requires that a system that serves more than 250 people or which conveys more than 25,000 gallons of wastewater per day shall be overseen by a licensed operator. This operator shall submit monthly status reports to the Authority via email at the expense of the Owner. A status report template will be provided to the Owner by the Authority. Prior the issuing of a CO, the Owner shall verify a Licensed Operator was acquired.

5. Right of Access for Facility Inspection. The Owner hereby grants permission for authorized personnel of the Authority to enter the property upon which the sewerage facilities are located for the purpose of inspecting such Facilities. Such inspections shall be made by Authority personnel at such times as deemed appropriate by Authority staff and may be conducted without prior notification.

6. Emergency Maintenance and Repairs. In the event that an emergency situation arises that makes it impractical to serve written notice upon the Owner and to provide Owner with a reasonable period for completion of necessary maintenance and repairs, then, and in that event, the Authority may immediately enter upon the property and perform or cause to be performed such emergency maintenance.

7. Reasonable Exercise of Rights. All rights of the Authority herein above set forth shall be exercised by the Authority in a reasonable fashion and in the event of dispute in respect to the foregoing, the issue shall be decided by a court of competent jurisdiction.

a. Danger to Public. In the event that the sewerage facilities become a danger to public safety or public health, or if the sanitary sewerage facilities are in need of maintenance, the Owner will be notified in writing. Upon receipt of such notice, the Owner shall have fourteen (14) days to implement maintenance and repair of the Sanitary Sewer Facilities in a manner that is approved by the Authority's staff; provided, however, that if the repairs or maintenance are of an emergent nature, the Owner may be notified by telephone, facsimile, overnight delivery or hand delivery to implement immediate maintenance and repair of the sewerage facilities. If the Owner fails or refuses to perform such maintenance and repair, the Authority may immediately enter upon the Property with vehicles and equipment and proceed to perform such maintenance and repair and bill the cost thereof to the Owner. In the event of such entry by the Authority, the Owner agrees to save, defend, indemnify and hold the Authority harmless from and against any loss, damage, claim, suit or expense caused by or arising from any damage or injury to property or persons arising from or in connection with any of the rights hereby granted to the Authority. All costs incurred shall become a lien against the Property which shall be collected in the same manner as property taxes or by any other available manner provided by law.

b. Notice: Except in cases of emergency as provided herein, any notice related to this Agreement to be given to the Owner or to the Authority shall be sufficient if given in writing and sent by first class mail, postage prepaid, addressed to the Owner or Authority at the address set forth at the beginning of this Agreement, unless either party delivers a substitute address to the other party by certified mail, return receipt requested, in which case the notice shall be sent to that address.

c. Successors and Assigns. Wherever in this Agreement any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively.

d. Governing Law. This Agreement shall in all respects be governed and constructed in accordance with the laws of the State of New Jersey.

e. Amendment. The provisions of this Agreement may not be amended, modified or terminated without the express written consent of the Authority, and no such amendment, modification or termination shall be effective for any purpose unless set forth in writing and signed by the appropriate officials of the Authority.

Mark here if the Collection System is FTSA owned (to be marked by the Authority's staff).

8. The Authority shall maintain the sewerage facilities to which it has ownership; the Authority's responsibilities shall include of inspections, maintenance work, repairs, etc. The Authority shall not be responsible for those parts of the sewerage facilities to which the Owner has ownership (see section 2B below).

9. The Owner shall own the lateral from the cleanout between the property line and the curb line, to the building(s). If a cleanout does not exist in this location, then the owner owns the lateral from the building(s) to the property line or sanitary sewer easement line. The Owner is also responsible for the cost of cleaning the lateral in the street if the blockage is due to excessive amounts of grease or other material originating in the building(s) which should not be discharged to the sewer.

10. Pump Station Maintenance Fee. If the Owner deeds their Pump Station to the Authority to maintain, the Owner agrees to remit to the Authority the sum \$ \_\_\_\_\_, as determined by the Authority on \_\_\_\_\_, 2\_\_, which shall represent a 15 year Maintenance Fee as determined by the Authority. This Maintenance Fee shall include the costs of Daily Inspections, Monthly Maintenance, Wet Well Cleanings, or other fees as deemed necessary by the Authority.

Mark here if section IV-3B is not applicable (to be marked by the Authority's staff).



## V. GENERAL PROVISIONS

1. Contribution by Others. The Developer shall not be entitled to any contribution by the user or users of any sanitary sewer lines, facilities or appurtenances subsequently connected to any sanitary sewer lines, facilities or appurtenances installed by the Developer arising from the fact that the Developer has paid for or installed such sanitary sewer lines, facilities or appurtenances or has paid any fees to the Authority pursuant to this Agreement and/or the Authority's Rates, Rules and Regulations.

2. Time for Completion of Project. It is agreed that all sewer utility improvements to be constructed by the Developer shall be completed within three (3) years of the date of preliminary approval as extended or tolled and prior to final approval thereof by the Approving Board unless a final performance guarantee is posted pursuant to the Rates, Rules and Regulations of the Authority. All work to be performed by the Developer shall be completed within two (2) years of the posting of said performance guarantee.

3. Agreement to Run With the Land and Release. This Agreement and its covenants shall run with the land and shall inure to the benefit of the Authority and its successors and assigns and shall be binding on any successor in title of the Developer, including, without limitation, any purchaser of the property comprising the Development, PROVIDED HOWEVER, that bona fide purchasers of single family units from the Developer shall not be bound by the terms and conditions of this Agreement. This Agreement shall be recorded in the Office of the Somerset County Clerk by the Authority at the expense of the Developer.

4. Within a reasonable time after the Developer has complied with all its obligations set forth herein, including, without limitation, the payment of all monetary obligations, the Authority shall adopt a resolution authorizing the execution of a release in satisfaction of this Agreement. This release in satisfaction shall be in recordable form and shall be recorded in the Office of the Somerset County Clerk by the Authority at the expense of the Developer. Within twenty (20) business days after request by the Developer, or an assignee thereof, the Executive Director of the Authority shall certify to such person as the requesting party may designate, by writing duly acknowledged, (i) whether or not there exists any default(s) under this Agreement, and (ii) if a default(s) exists, the nature thereof and a detailed description of each and every then outstanding default.

5. Easements, Rights-of-Way, Record Drawings and Operation and Maintenance Manuals. The Developer agrees to obtain all necessary sanitary sewer easements, rights-of-way and any other easements for on-tract and off-tract improvements as set forth on the Approved Plans and Specifications, or otherwise required by the Authority. The easements shall be conveyed in a form acceptable to the Authority. Said easements shall be granted by the Developer or third parties to the Authority free and clear of all liens and encumbrances at the Developer's sole cost and expense prior to the commencement of construction. Conveyance of the easements shall be a condition of acceptance of the facilities by the Authority. The easements shall be recorded at the expense of the Developer in the Office of the Somerset County Clerk. For those portions of the sanitary sewer systems which will ultimately be owned, operated and maintained by the Authority, unless otherwise provided to the contrary, the Developer shall grant or have granted to the Authority by third parties, at the Authority's request, appropriate easements along the entire length of the facilities to be conveyed to the Authority not in any public street, with a width of 20 feet measured at right angles, generally extending 10 feet on each side of the center line of the length of any such pipe, sewer line or extension or part thereof, together with the power of the Authority, its representatives, agents and



employees to enter upon the lands of the owner within such rights-of-way, as well as upon streets, or other easements to construct, place, repair, replace, maintain and control any pipe, sewer line, appurtenant facility or extension of any part thereof or installation therein. Upon completion by the Developer and acceptance by the Authority of all or any portion of the improvements set forth herein, the improvements and all accompanying easements and rights-of-way shall be turned over and conveyed by the Developer and/or third party owners to the Authority, free and clear of all liens, encumbrances and mortgages. Any conveyance of easements shall be made by Deed or other related documents as may be reasonably required by the Authority, utilizing the form of easement document previously approved by the Authority. Prior to the Authority's acceptance of the conveyance of any such easement or right-of-way, the Developer shall furnish the Authority with a title search, satisfactory to the Authority's Legal Counsel, for any premises traversed by any such easement, whether or not the Developer is the fee owner of such premises.

The taking of said easements shall not be construed as the exercise of dominion or control by the Authority over any street or sanitary sewer located therein until such time as the street(s) is formally accepted by the Township and the Authority formally accepts the easements and the facilities located therein.

The Developer shall furnish seal record drawings to the Authority (hard copy, electronic, and CAD files) for all improvements being constructed hereunder in accordance with the requirements of the Authority and subject to the approval of the Authority. All such record drawings, plans, reviews and approvals thereof by the Authority shall be completed at the Developer's sole cost and expense.

If required by the Authority, the Developer, at its sole cost and expense, shall furnish to the Authority all operation and maintenance manuals for the improvements as applicable, along with manufacturers' catalogues, certifications, guarantees, warranties, and the like, as any of the above would apply.

6. Payment of Fees. The Developer shall pay to the Authority, at the rate which is then in effect, all sanitary sewer connection fees imposed by the Authority pursuant to its Rates, Rules and Regulations, except as otherwise provided for herein. The Developer shall comply with the Authority's Rates, Rules and Regulations with regard to obtaining a Sanitary Sewer Connection Permit for each unit within the Development which the Developer intends to connect to the Authority's facilities.

7. Project Review Fees, Permits, Inspection, and Impact (off-tract improvements cost determination) Fees; Escrow Deposits. The project review fees for the professional, staff, and administrative costs incurred by the Authority in connection with the planning, design, construction, and approval of the improvements set forth herein, shall be paid by the Developer through an escrow account to be established by the Authority. The Authority shall provide a reasonable estimate of all such costs and the Developer shall pay the entire estimate therefore at the time this Agreement is executed. When the amount in escrow is reduced to a sum equal to 25% of its original amount, the same shall be replenished to the original amount within 5 days written notice from the Authority to the Developer. The Developer shall be entitled to copies of any vouchers or the calculations and methodology utilized to develop the charges imposed against said escrow account. Except where specifically provided to the contrary in this Agreement, that portion of Appendix B and Appendix F of the Rates, Rules and Regulations, Specifications, Rate and Fee Schedules for Furnishing Services of the Authority, as adopted and as modified from time to time, shall apply. The Authority reserves the right to suspend activity on the improvements set forth herein if the escrow deposit is not maintained



in accordance with this paragraph. All interest on said escrow shall be governed pursuant to the requirements of N.J.S.A. 40:14B-20.1.

The approval and permit to construct the sanitary sewer systems, appurtenances, facilities and/or off-tract improvements as set forth herein shall not be issued unless and until approvals for said systems are obtained in writing from the FTSA and the NJDEP, if necessary, and any other governmental entities having jurisdiction thereover and unless and until a construction inspection fee deposit is paid to the Authority by the Developer in the initial amount as set forth in the Rates, Rules and Regulations. It is understood that the Developer shall be responsible for obtaining all such approvals from the Authority, and if necessary, the NJDEP, and any other governmental entity having jurisdiction thereover and for the payment of all fees and costs in connection therewith.

8. Incorporation by Reference. The Developer's application, all maps on file, construction plans, detailed maps, State laws, Township ordinances, Authority Rates, Rules and Regulations, Approving Board Rules and Regulations, Resolutions with respect to this development and all the terms and conditions of all previous approvals by this Authority are hereby incorporated herein by reference and made part hereof as if set forth at length.

9. Stop Work Order. In the event that the Authority determines that there is an improper installation of the sanitary sewer facilities set forth herein, either on-tract or off-tract, and/or a violation of the terms of this Agreement or of the Rules and Regulations of the Authority or any other agency having jurisdiction hereunder, the Authority may issue a Stop Work Order for said work until said violation is corrected. The foregoing remedy shall be in addition to and not in lieu of any other rights and remedies that the Authority may have to enforce the obligations of the Developer under this Agreement.

10. Rates, Rules and Regulations. The Developer shall comply with the Rules and Regulations of the Authority as from time to time revised, amended or readopted, entitled "Rates, Rules and Regulations", applicable to sewer service in the Township of Franklin, Somerset County, NJ.

11. Performance and Maintenance Guarantees. The Developer agrees to post an appropriate performance guarantee. The cost estimates for said guarantee shall be made in accordance to FTSA's Rates, Rules, and Regulations, determined from Appendix F.

Specifically, to guarantee and ensure performance of the terms and conditions of this Agreement and as a condition of final approval of the Development by the Authority, the Developer shall post a performance guarantee or other instrument as provided in the Authority's Rates, Rules and Regulations in a form acceptable to the Authority's Legal Counsel in an amount equal to 12 % of the estimated cost of the improvements as determined by Appendix F, 10% in the form of cash, with the remainder in the form of a surety bond or other collateral acceptable to the Authority and its Legal Counsel, including a letter of credit in a form so acceptable, with said guarantees expressly conditioned upon the satisfactory performance of the fulfillment of the obligations set forth in this Agreement, the construction of the improvements set forth herein, and compliance with all applicable Rules and Regulations of the Authority, the requirements of the NJDEP and the local building codes, as well as compliance with the requirements of any other governmental entities or agencies having jurisdiction over the subject matter referred to herein.

Reduction in the amount of the performance guarantee shall be in accordance with the provisions of the Municipal Land Use Law, specifically N.J.S.A. 40:55D-53. The cash portion of the performance guarantee shall be placed in an interest bearing account in the name of the Authority. All interest

accruing on said cash amount shall be governed pursuant to the requirements of N.J.S.A. 40:14B-20.1.

Upon default of the Developer, the Authority shall be entitled to enforce the performance guarantee in accordance with its terms. The Authority shall enjoy all the rights and remedies provided by state statutes, local ordinances and case law. In the event of a default, the Authority can demand specific performance of the within Agreement, or, in the alternative, payment of all costs, expenses, fees and damages, in order to fulfill the terms of this Agreement and the requirements of the Authority, without first doing the work at its cost and expense.

At such time as the sewer utility improvements have been formally accepted by the Authority as provided in Section II, paragraph 7 herein, the Developer shall post a Maintenance Guarantee made in accordance with the Rates, Rules and Regulations of the Authority, which shall be in a form acceptable to the Authority's Legal Counsel.

It is understood and agreed that the guarantees posted and deposited hereunder shall cover all obligations set forth in this Agreement, as well as compliance with all applicable Rates, Rules and Regulations of the Authority, the requirements of the NJDEP and local building codes related to this construction. The guarantees shall cover all attorneys' fees, costs of suit, and any other Authority expenses which may be incurred as a result of the enforcement of this Agreement with respect to these requirements.

To the extent that the performance/maintenance bond is provided in the form of cash or check, it can be deposited in the Developer's escrow account. However, that portion of the escrow account cannot be drawn upon until the Developer is in default of the Agreement. Should the Developer sell the property to a new owner, provisions must be made in the Agreement of Sale with regard to the transfer of the escrow monies and the new owner satisfying the Developer Agreement performance/maintenance bond requests prior to the release of the original Developer's bonds. Likewise, the Authority must be notified in writing proper to the sale of any property subject to a Developer Agreement.

12. Indemnification. The Developer covenants and agrees to indemnify and hold harmless the Authority, its officers, agents, employees, servants, Consulting Engineer, Legal Counsel, and each and every one of them against and from any and all liability, suits, and costs of every kind and description, and from all damages to which said Authority or any of its officers, agents, employees, servants, Consulting Engineer or Legal Counsel may be put with respect to any personal or other injury, loss or property damage which the Authority may suffer as a result of carelessness in the performance of said work or through the negligence of said Developer or through any improper or defective machinery, implements or appliances used by the Developer in the aforesaid work or through any act of omission or commission on the part of the Developer, its agent or agents, or as a result of any claim, demand, cost or judgment that may be made against it arising out of this Agreement or performance of its obligations hereunder, unless the said liability, loss or damage is caused by, or arises out of, the negligence of the Authority, its officers, agents, employees, servants, Consulting Engineer or Legal Counsel.

13. Safety of Employees. The Developer shall take all precautions for the safety of all employees at the work site and shall comply with all provisions of Federal, State, Municipal and Authority regulations and building codes to prevent accidents or injuries to persons on or about or adjacent to the premises where the work is being performed.



14. Insurance. The Developer shall procure insurance for public personal injury liability and property damage liability including contingent liability and contractual liability which might result from the performance of the work required under this Agreement and shall provide the Authority with a Certificate of Insurance designating the Authority, its Consulting Engineer and Legal Counsel as additional named insureds under each said policy. The Developer further covenants and agrees that it will provide vehicular liability and property damage insurance coverage and will provide the Authority with a Certificate of Insurance designating the Authority and its Consulting Engineer as additional insured. Coverage shall be in not less than the following amounts:

Comprehensive General Liability (Bodily injury and property damage)	\$1,000,000.00 combined single limit
Automobile Liability (Bodily injury and property damage)	\$1,000,000.00 combined single limit
Excess Liability and Property Damage	\$3,000,000.00 combined single limit

15. Worker's Compensation Insurance. The Developer further covenants and agrees that it will provide workers' compensation insurance coverage for its employees and will require evidence of such coverage to be supplied by any subcontractor who may be employed to perform work under this Agreement.

16. Conviction of offenses. The Developer herein represents that neither the Developer nor any person owning 5% or more of the stock or equity interest in the Developer's business, has been convicted of an offense under N.J.S.A. 2C:21-34, N.J.S.A. 2C:27-2, N.J.S.A. 2C:27-3, N.J.S.A. 2C:27-5, N.J.S.A. 2C:27-9, N.J.S.A. 2C:27-10, N.J.S.A. 2C:27-11, N.J.S.A. 2C:29-4, N.J.S.A. 2C:30-2, or N.J.S.A. 2C:30-3, all as set forth in N.J.S.A. 2C:51-2.

17. Record Owner of Property. Under penalty of law, Developer herein certifies that it is or will be the owner of record of the property which is the subject matter of this Agreement prior to commencement of construction of the improvements set forth herein and is not a contract purchaser, agent, or other representative of the true owner.

18. American Products. Pursuant to N.J.S.A. 40A:11-18 as amended by P.L. 1982, c. 107, the Developer agrees that only manufactured products of the United States, wherever available, shall be utilized in the work as set forth in this Developer's Agreement.

19. Voluntary Agreement. The Developer herein represents that it has voluntarily entered into this Agreement and the same has not been executed by the Developer under duress, coercion, or other pressure imposed by the Authority or its representatives or any representative or agency of the Township of Franklin. Accordingly, the Developer herein covenants and agrees that it will not bring any action in law or in equity against the Authority with respect to the obligations assumed by the Developer under this Agreement or the terms and conditions thereof, which have been mutually negotiated by and between the parties.

In the event of any legal action instituted by a third party or governmental agency or official challenging the validity of any provision of this Agreement, the parties hereto agree to defend and fully cooperate in defending said action(s) to seek to uphold the validity and enforceability of this Agreement, or any portion(s) thereof. The Developer shall be responsible for the payment of any fees for professionals retained by either party in the defense of such actions.

20. Non-Reliance. The Developer acknowledges that it has not relied upon any cost estimates or opinions rendered by representatives of the Authority, including its Consulting Engineer, Executive Director, Legal Counsel, or any member or employee of the Authority, and that the Developer has satisfied itself as to the anticipated final construction costs of the improvement(s) set forth herein and its obligations hereunder prior to the execution of this Agreement.

21. Financial Ability of the Developer. The Developer represents that it is financially able to undertake and complete the obligations set forth in this Agreement and any financing which it may require is either currently available to it or can be secured subsequent to execution of this Agreement.

22. Non-Waiver. The failure of either party to insist upon strict performance of any of the covenants or conditions of this Agreement or to exercise any option herein conferred in any one or more instance shall not be construed as a waiver or a relinquishment for the future of any such covenant, condition or option, but the same shall be and remain in full force and effect unless amended in writing.

23. Severability/Illegal Provisions. Should any provision of this Agreement be found to be void or contrary to public policy, then such provision shall be deemed deleted from this Agreement. Such deletion, however, shall not affect the validity of the remaining provisions of this Agreement which shall remain in effect, unless the intent or purposes of this Agreement are frustrated by such deletion.

24. Captions. The captions throughout this Agreement are inserted only for reference and convenience. They in no way define or limit the scope or intent of any provision of this Agreement.

25. Entire Agreement. This instrument contains the entire Agreement between the parties with regard to the subject matter set forth herein. It may only be changed by agreement in writing, signed by both parties, and may not be orally modified.

The parties hereto agree that they shall execute, acknowledge and deliver any and all other instruments or documents and engage in any other future actions which are reasonably necessary to effectuate the purposes of this Agreement. Furthermore, each party agrees to mutually cooperate with the other to fulfill the purposes and intent of this Agreement.

26. Agreement Not Equivalent to Board Approval. The execution of this Agreement by the Authority and the Developer shall in no way constitute an approval or have any binding effect upon any pending development application or future development application which is submitted by the Developer to any board or agency of the Township of Franklin or otherwise, and nothing herein shall be so construed. The Developer shall continue to be obligated to comply with all development approval requirements within the Township of Franklin or of any other board or agency having jurisdiction.

27. Enforcement. In addition to the methods and modes of enforcement set forth in Paragraph 8 of this Article IV and elsewhere in this Agreement, in the event that the Developer fails to make any payment as required under this Agreement as and when due, or to perform its obligations hereunder, the Authority, in its sole and absolute discretion, without waiving or impairing any other rights it may have under law or this Agreement, may undertake the following actions, or any combination thereof, at any time upon 10 business days written notice to the Developer, and provided that the Developer does not cure such failure within such 10 day period:

- a. Refuse to sign off on any construction permits, certificates of occupancy, or any other permits, licenses or certificates for any improvements for the proposed development;



- b. Issue a Stop Work Order to the Developer;
- c. Institute proceedings to compel compliance by the Developer with the terms and conditions of this Agreement.

28. Payment of Legal Fees. In the event that the Authority has to enforce the terms of this Agreement, the Developer shall pay all of the Authority's reasonable costs and expenses in connection therewith, including Attorneys' fees, Court costs and expert witness fees.

29. Governing Law. This Agreement shall be construed, governed and enforced in accordance with the laws of the State of New Jersey.

30. Notice. Any notices, requests, or other communications under this Agreement shall not be effective unless the same are in writing and mailed by Registered or Certified Mail, postage prepaid, or overnight delivery service, or by FAX transmission, addressed to the parties at the addresses below:

TOWNSHIP OF FRANKLIN SEWERAGE AUTHORITY  
70 Commerce Drive  
Somerset, New Jersey 08873-3470  
Fax (732) 873-2038

Copy to:

Authority Attorney

and

CDM Smith Inc.  
110 Fieldcrest Ave #8  
6<sup>th</sup> Floor  
Edison, New Jersey 08837

VI. ADDITIONAL PROVISIONS.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto the day and year indicated on the acknowledgments attached hereto and made a part hereof.

ATTEST:

TOWNSHIP OF FRANKLIN SEWERAGE AUTHORITY:

\_\_\_\_\_ (Type Name)

\_\_\_\_\_ (Type Name)

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Signature)

Secretary-Treasurer

Chairperson

WITNESS:

\_\_\_\_\_

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



CAPACITY, ALLOCATION AND  
DEVELOPER'S AGREEMENT

Between:

FRANKLIN TOWNSHIP  
SEWERAGE AUTHORITY

-and-

---

DATE

**FRANKLIN TOWNSHIP SEWERAGE AUTHORITY**

**RESOLUTION**

03052019 - 6

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE WITH NATIONAL WATER MAIN CLEANING CO. FOR CHANGE WORK ORDER NO. 1 AS TO THE SANITARY SEWER REHABILITATION FOR THE FOXWOOD DRIVE DRAINAGE AREA PROJECT 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 awarded a contract for construction services to National Water Main Cleaning Co., with a principal place of business located at 1806 Newark-Jersey City Turnpike, Kearny, New Jersey 07032 (hereinafter referred to as "National Water") and authorized the Executive Director to execute a contract with National Water on behalf of the Authority, with respect to the proposed cleaning and televising of eight (8") inch and ten (10") inch sanitary sewers, cured in place pipe lining of eight (8") inch and ten (10") inch gravity sewer main, trenchless point repairs and service lateral lining of four (4") inch and six (6") inch sewer laterals in the Foxwood Drive Drainage Area (hereinafter referred to as the "Project"); and,

**WHEREAS**, National Water, by letter dated January 31, 2019, a copy of which is on file in the Authority's office of the Administrative Manager and made a part hereof, has requested a "Contract Modification Proposal and Acceptance" (hereinafter referred to as "Change Work Order No. 1") to amend the service contract for the Project to incorporate additional unit price item work

due to field conditions encountered, to adjust quantities as needed to compete the work and to investigate and repair additional mains and laterals where infiltration was observed near the Foxwood Drive drainage area. A supplemental item to address the need for grouting of additional joints is also included. There is no net change to the Contract Value to Contract Period under the proposed contract modification; and,

**WHEREAS**, David H. Coats, P.E. of CME Associates (hereinafter referred to as the “Engineer”), on behalf of the Authority, has reviewed National Water’s submission for Change Work Order No. 1 and recommends that Change Work Order No. 1 be authorized by the Authority; and,

**WHEREAS**, Authority Attorney Eric M. Bernstein, Esq., and the offices of Eric M. Bernstein & Associates, L.L.C. has also reviewed the Authority Engineer’s and the Contractor’s submissions and accepts same based on the recommendations of the Authority Engineer.

**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 the Contract Modification Proposal and Acceptance to Change Work Order No. 1 without the need for any further action of this Board of Commissioners.

**BE IT FURTHER RESOLVED** that the Contract Modification Proposal and Acceptance for Change Work Order No. 1 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 (which at this time is does not).

**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:** Ms. Ford

**VOTE:**

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



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**SECRETARY-TREASURER**



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**CHAIRMAN**

**Adopted: March 5, 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

January 30, 2019

Mr. Brian G. Regan, Executive Director  
Franklin Township Sewerage Authority  
70 Commerce Drive  
Somerset, NJ 08873

**Re: Franklin Township Sewerage Authority  
Sanitary Sewer Rehabilitation  
Foxwood Drive Drainage Area  
File No.: PFS00319.02**

Dear Mr. Regan:

Please find enclosed three (3) executed copies of NJDEP Form CCS-002 – Contract Modification Proposal and Acceptance for Change Order No. 1 for the above referenced Project.

The enclosed Contract Modification represents increases and decreases in estimated quantities for certain unit price items in the Contract, and the addition of a Supplemental item to address additional work requested by the Authority due to field conditions encountered during the work to date.

This Contract Modification makes no change to the present Contract amount or Contract period.

The supplementary work described herein could not, in our opinion, have reasonably been effectuated by a separately bid contract without unduly disrupting the basic work and imposing adverse cost consequences on the Authority and provides an improved level of service to the residents served by the Authority.

It is our recommendation that the enclosed Contract Modification No. 1 be authorized by the Authority. Upon authorization, please sign and return all three (3) executed originals to this office for our transmittal to the NJDEP for their review and funding consideration.

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

Very truly yours,  
**CME ASSOCIATES**

David H. Coats, P.E.  
Authority Engineer's Office


Enclosures  
DHC/

**CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE**

<b>1. ISSUING OFFICE</b> Franklin Township Sewerage Authority	<b>2. PROJECT NO.</b> 340839-07	<b>3. CONTRACT NO.</b> Sanitary Sewer Rehabilitation Foxwood Drive Drainage Area	<b>4. MODIFICATION NO.</b> One
<b>5. TO (CONTRACTOR)</b> National Water Main Cleaning Co. 1806 Newark-Jersey City Turnpike Kearny, NJ 07032		<b>6. PROJECT LOCATION AND DESCRIPTION</b> This project consists of cleaning and televising of 8" and 10" sanitary sewers, cured in place pipe lining of 8" and 10" gravity sanitary sewer main, trenchless point repairs, and service lateral lining of 6" and 4" sewer laterals.	
<b>7. A proposal is required for making the hereinafter described change in accordance with specification and drawing revisions cited herein or listed in attachment hereto. Submit your proposal in space indicated on page 2, attach detailed breakdown of prime and sub-contract costs (See the clause of this contract entitled, "Changes". DO NOT start work under this proposed change until you receive a copy signed by the Contracting Officer or a directive to proceed).</b>			
1/31/19 _____ Date	David H. Coats Project Manager _____ Type Name and Title	_____ Signature	
<b>8. DESCRIPTION OF CHANGE:</b> Pursuant to the clause of this contract covering changes, the contractor shall furnish all labor and material, and all work necessary to accomplish the following described work:			
This Contract Modification incorporates FTSA Change Order 1 processed by the FTSA to incorporate additional unit price item work due to field conditions encountered, to adjust quantities as needed to complete the work, and to investigate and repair additional mains and laterals where infiltration was observed near the Foxwood Drive drainage area. A supplemental item to address the need for grouting of additional joints is also included. The detailed changes in quantities and Supplemental item are presented in the Change Order form attached.			
There is no net change to the Contract Value to Contract Period under this Contract Modification.			
TOTAL COST OF THIS MODIFICATION \$ 0.00			
The contract time is hereby: increased <input type="checkbox"/> decrease <input checked="" type="checkbox"/> or remains the same <input type="checkbox"/> by _____ calendar days as a result of this modification. This is a non-compensable extension of time.			
The foregoing modification is hereby accepted:			
National Water Main Cleaning Co. _____ CONTRACTOR	Franklin Township Sewerage Authority _____ OWNER	_____ (NJPE SEAL)	CME Associates _____ ENGINEER
BY: <u>Raymond Laidley</u>	BY: _____	BY: _____	
DATE: <u>1/31/19</u>	DATE: _____	DATE: <u>1/31/19</u>	
<b>APPROVAL:</b>			
_____ STATE OF NEW JERSEY		_____ DATE	



### CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

<b>9. ISSUING OFFICE</b> Franklin Township Sewerage Authority	<b>10. PROJECT NO.</b> 340839-07	<b>11. CONTRACT NO.</b> Sanitary Sewer Rehabilitation Foxwood Drive Drainage Area	<b>12. MODIFICATION NO.</b> One
<b>13. CONTRACTOR'S PROPOSAL – CHANGE IN CONTRACT PRICE</b> (Detailed breakdown, attach additional sheets as necessary)			
(Proposed)			
The bulk of the changes under this Contract Modification are adjustment to the estimated quantities, utilizing the same unit prices as included in the Awarded Contract. A Supplemental Item is required to address the additional joint grouting and the backup information for that item is included herein.			
<b>NET INCREASE</b> \$ <u>0.00</u>	<b>NET DECREASE</b> \$ <u>\$0.00</u>	<b>CALENDER DAYS INCREASE</b> <u>0 DAYS</u>	
<b>DATE:</b> 1/31/19	<b>TYPE NAME AND TITLE:</b> Raymond Lindsley, National Water Main Cleaning Co. Treasurer	<b>SIGNATURE:</b> 	

### CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

<p>14. ISSUING OFFICE &amp; PROJECT NO.  Franklin Township Sewerage Authority</p>	<p>15. CONTRACT NO.  Sanitary Sewer Rehabilitation Foxwood Drive Drainage Area</p>	<p>16. MODIFICATION NO.  One</p>
<p>17. ORIGINAL CONTRACT BID PRICE ..... \$ <u>1,440,265.00</u>  TOTAL OF CURRENT CHANGE ORDER..... \$ <u>00.00</u>  TOTAL CONTRACT COST INCLUDING CHANGE ORDERS ... \$ <u>1,440,265.00</u></p>		
<p>18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS:</p> <p>This Contract Modification incorporates FTSA Change Order 1 processed by the FTSA to incorporate additional unit price item work due to field conditions encountered, to adjust quantities as needed to complete the work, and to investigate and repair additional mains and laterals where infiltration was observed near the Foxwood Drive drainage area. A supplemental item to address the need for grouting of additional joints is also included. The detailed changes in quantities and Supplemental item are presented in the Change Order form attached.</p> <p>There is no net change to the Contract Value to Contract Period under this Contract Modification</p>		
<p>19. OTHER IMPACTS RESULTANT OF THIS CHANGE: None.</p>		
<p>20. RESUME OF NEGOTIATIONS OR RECOMMENDATIONS (Loanee's Representative) :  See Enclosed</p>		
<p>DATE:</p>	<p>TYPE NAME AND TITLE OF LOANEE'S REPRESENTATIVE:  Franklin Township Sewerage Authority</p>	<p>SIGNATURE:</p>

**CME ASSOCIATES  
3141 BORDENTOWN AVENUE  
PARLIN, NEW JERSEY 08859**

**CHANGE ORDER NO. 1**

**FILE NO:** PFS-00319.02  
**DATE PREPARED:** JANUARY 30, 2019  
**OWNER:** FRANKLIN TOWNSHIP SEWAGE AUTHORITY  
**CONTRACTOR:** NATIONAL WATER MAIN CLEANING CO.  
**PROJECT:** SANITARY SEWER REHABILITATION FOXWOOD DRIVE DRAINAGE AREA

GENTLEMEN,

YOU ARE HEREBY ADVISED OF THE FOLLOWING CHANGES IN THE CONTRACT QUANTITIES OR IN CASE OF SUPPLEMENTAL WORK YOU AGREE TO ITS PERFORMANCE BY YOUR FIRM AT THE PRICES STATED HEREIN.

**LOCATION OF CHANGE:** FRANKLIN TOWNSHIP

**NATURE AND REASON FOR CHANGE:**

THIS CHANGE ORDER REFLECTS INCREASE AND DECREASE IN CONTRACT QUANTITIES AND SUPPLEMENTAL ITEMS REQUIRED TO CONSTRUCT THE PROJECT.

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	UNIT	TOTAL COST
<b>INCREASE ITEMS</b>					
4a1	CIPP LINING OF SEWER LINES - 8 INCH DIAMETER	\$ 28.65	2,500.00	LF	\$ 71,625.00
4a2	CIPP LINING OF SEWER LINES - 10 INCH DIAMETER	\$ 28.65	600.00	LF	\$ 17,190.00
4b1	SERVICE LATERAL LINING - 4 INCH DIAMETER	\$ 2,450.00	25.00	UN	\$ 61,250.00
4b2	SERVICE LATERAL LINING - 6 INCH DIAMETER	\$ 2,450.00	40.00	UN	\$ 98,000.00
8	TRAFFIC DIRECTOR, MUNICIPAL POLICE ALLOWANCE (\$20,000.00)	\$ 20,000.00	0.60	ALLOW	\$ 12,000.00
	<b>SUBTOTAL INCREASEE ITEMS:</b>				\$ 260,065.00
<b>DECREASE ITEMS</b>					
2	EXISTING SEWER PIPE CLEANING	\$ 0.50	(8,000.00)	LF	\$ (4,000.00)
2b	EXISTING SEWER PIPE MECHANICAL CLEANING	\$ 2.00	(475.00)	LF	\$ (950.00)
3a	TELEVISION INSPECTION OF SEWER PIPES	\$ 1.35	(8,000.00)	LF	\$ (10,800.00)
3b	TELEVISION INSPECTION OF LATERAL SEWER LINES	\$ 345.00	(585.00)	UN	\$ (201,825.00)
4c1	ADDITIONAL SERVICE LATERAL LINING - 4 INCH DIAMETER	\$ 70.00	(30.00)	LF	\$ (2,100.00)
4c2	ADDITIONAL SERVICE LATERAL LINING - 6 INCH DIAMETER	\$ 70.00	(62.00)	LF	\$ (4,340.00)
5	GROUT AND PRESSURE TEST JOINTS	\$ 850.00	(44.00)	UN	\$ (37,400.00)
8	ALLOWANCE FOR WORK NOT SPECIFIED (\$25,000.00)	\$ 25,000.00	(1.00)	ALLOW	\$ (25,000.00)
	<b>SUBTOTAL DECREASEE ITEMS:</b>				\$ (288,415.00)
<b>SUPPLEMENTAL ITEMS</b>					
SUP-1	ADDITIONAL GROUTING AND PRESSURE TESTING OF JOINTS	\$ 26,350.00	1.00	LS	\$ 26,350.00
	<b>SUBTOTAL SUPPLEMENTAL ITEMS:</b>				\$ 26,350.00
	<b>TOTAL INCREASE ITEMS:</b>				\$ 260,065.00
	<b>TOTAL DECREASEE ITEMS:</b>				\$ (288,415.00)
	<b>TOTAL SUPPLEMENTAL ITEMS:</b>				\$ 26,350.00
	<b>TOTAL CHANGE ORDER:</b>				\$ -
	<b>ORIGINAL CONTRACT AMOUNT:</b>				\$ 1,440,265.00
	<b>ADJUSTED CONTRACT AMOUNT BASED UPON CHANGE ORDER NO. 1</b>				\$ 1,440,265.00

**CONTRACT COMPLETION TIME:**  
NO CHANGE TO CONTRACT PERIOD

APPROVED BY:

  
CONTRACTOR

OWNER

  
ENGINEER

AUTHORIZED BY RESOLUTION NO.:



**FRANKLIN TOWNSHIP SEWERAGE AUTHORITY**

**RESOLUTION**

03052019 - 7

**RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE WITH NATIONAL WATER MAIN CLEANING CO. FOR THE SANITARY SEWER REHABILITATION FOXWOOD DRIVE DRAINAGE AREA PROJECT ON BEHALF OF THE FRANKLIN TOWNSHIP SEWERAGE AUTHORITY**

**WHEREAS**, the Sewerage Authority of the Township of Franklin, 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 awarded a contract for construction services to National Water Main Cleaning Co., with a principal place of business located at 1806 Newark-Jersey City Turnpike, Kearny, New Jersey 07032 (hereinafter referred to as “National Water”), and authorized the Executive Director to execute a contract with National Water on behalf of the Authority, with respect to the proposed cleaning and televising of eight (8”) inch and ten (10”) inch sanitary sewers, cured in place pipe lining of eight (8”) inch and ten (10”) inch gravity sewer main, trenchless point repairs and service lateral lining of four (4”) inch and six (6”) inch sewer laterals in the Foxwood Drive Drainage Area (hereinafter referred to as the “Project”); and,

**WHEREAS**, National Water, by letter dated February 28, 2019, a copy of which is on file in the Authority’s Office of the Administrative Manager and made a part hereof, has requested a “Contract Modification Proposal and Acceptance” (hereinafter referred to as “Change Work Order No. 2”) to amend the service contract for the Project requesting the additional lump sum payment

of Sixty-Three Thousand Five Hundred Fifty Dollars (\$63,550.00) for an increase in contract quantities required to construct the Project due to additional corrective work of the same type of work as the present contract requires based upon field investigations performed as part of the contract; and,

**WHEREAS**, David H. Coats, P.E. of CME Associates (hereinafter referred to as the “Engineer”), on behalf of the Authority, has reviewed the National Water’s submission for Change Work Order No. 2 and recommends that the Change Work Order No. 2 be authorized by the Authority; and,

**WHEREAS**, Authority Attorney Eric M. Bernstein, Esq., and the offices of Eric M. Bernstein & Associates, L.L.C. has reviewed the Engineer’s and the Contractor’s submissions and accepts same based on the recommendations of the Engineer.

**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 the Contract Modification Proposal and Acceptance to Change Work Order No. 2 for a total amount of Sixty-Three Thousand Five Hundred Fifty Dollars (\$63,550.00) without the need for any further action of this Board of Commissioners.

**BE IT FURTHER RESOLVED** that the Contract Modification Proposal and Acceptance for Change Work Order No. 2 shall be subject to the Certification of the Board of Commissioners’ Secretary – Treasurer as to the availability of funds for payment for same.

**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: Ms. Ford

**VOTE:**

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



---

**SECRETARY-TREASURER**



---

**CHAIRMAN**

Adopted: March 5, 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

February 28, 2019

Mr. Brian G. Regan, Executive Director  
Franklin Township Sewerage Authority  
70 Commerce Drive  
Somerset, NJ 08873

**Re: Franklin Township Sewerage Authority  
Sanitary Sewer Rehabilitation  
Foxwood Drive Drainage Area  
File No.: PFS00319.02**

Dear Mr. Regan:

Please find enclosed three (3) executed copies of NJDEP Form CCS-002 – Contract Modification Proposal and Acceptance for Change Order No. 2 for the above referenced Project.

The enclosed Contract Modification represents increases in estimated quantities for certain unit price items in the Contract, and these increases in estimated quantities are required due to field conditions encountered during the work to date that require additional quantity in addition to that in the Awarded Contract.

This Contract Modification makes no change to the present Contract period.

The supplementary work described herein could not, in our opinion, have reasonably been effectuated by a separately bid contract without unduly disrupting the basic work and imposing adverse cost consequences on the Authority and provides an improved level of service to the residents served by the Authority.

It is our recommendation that the enclosed Contract Modification No. 2 be authorized by the Authority. Upon authorization, please sign and return all three (3) executed originals to this office for our transmittal to the NJDEP for their review and funding consideration.

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

Very truly yours,  
**CME ASSOCIATES**


David H. Coats, P.E.  
Authority Engineer's Office

Enclosures  
DHC/

### CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

<b>1. ISSUING OFFICE</b> Franklin Township Sewerage Authority	<b>2. PROJECT NO.</b> 340839-07	<b>3. CONTRACT NO.</b> Sanitary Sewer Rehabilitation Foxwood Drive Drainage Area	<b>4. MODIFICATION NO.</b> Two
<b>5. TO (CONTRACTOR)</b> National Water Main Cleaning Co. 1806 Newark-Jersey City Turnpike Kearny, NJ 07032		<b>6. PROJECT LOCATION AND DESCRIPTION</b> This project consists of cleaning and televising of 8" and 10" sanitary sewers, cured in place pipe lining of 8" and 10" gravity sanitary sewer main, trenchless point repairs, and service lateral lining of 6" and 4" sewer laterals.	

7. A proposal is required for making the hereinafter described change in accordance with specification and drawing revisions cited herein or listed in attachment hereto. Submit your proposal in space indicated on page 2, attach detailed breakdown of prime and sub-contract costs (See the clause of this contract entitled, "Changes". DO NOT start work under this proposed change until you receive a copy signed by the Contracting Officer or a directive to proceed).

2/28/19                      David H. Coon, Project Manager                        
 Date                                      Type Name and Title                                      Signature

8. DESCRIPTION OF CHANGE: Pursuant to the clause of this contract covering changes, the contractor shall furnish all labor and material, and all work necessary to accomplish the following described work:



This Contract Modification incorporates FTSA Change Order 2 processed by the FTSA.

This Change Order reflects increase in contract quantities required to construct the project. Increase in quantities due to additional corrective work of the same type of work as present contract is required based upon field investigations performed as part of this contract. During the work of the project and based upon the investigation of the work of this project, it is necessary to increase the estimated quantities of certain corrective work items into the contract. The specific items are listed in the enclosed Change Order No. 2 form. The increase items and unit price items and the existing unit prices will be maintained.

TOTAL COST OF THIS MODIFICATION \$ 63,550.00

The contract time is hereby: increased  decrease  or remains the same  by \_\_\_\_\_ calendar days as a result of this modification. This is a non-compensable extension of time.

The foregoing modification is hereby accepted:


National Water Main Cleaning Co. CONTRACTOR	Franklin Township Sewerage Authority OWNER	CME Associates ENGINEER (NJPE SEAL)
BY: 	BY: _____	BY: 
DATE: <u>2/28/19</u>	DATE: _____	DATE: <u>2/28/19</u>
Raymond R Lindsley Secretary/Treasurer		

APPROVAL:

STATE OF NEW JERSEY

DATE

### CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

9. ISSUING OFFICE Franklin Township Sewerage Authority	10. PROJECT NO. 340839-07	11. CONTRACT NO. Sanitary Sewer Rehabilitation Foxwood Drive Drainage Area	12. MODIFICATION NO. Two
13. CONTRACTOR'S PROPOSAL - CHANGE IN CONTRACT PRICE (Detailed breakdown, attach additional sheets as necessary)			
(Proposed)			
All of the items of this contract modification are existing unit price items, and the additional corrective work required is of the same nature as the work within the present contract, so use of the existing unit prices is appropriate.			
NET INCREASE \$ <u>63,550.00</u>	NET DECREASE \$ <u>\$0.00</u>	CALENDER DAYS INCREASE <u>0 DAYS</u>	
DATE: <i>2/26/19</i>	TYPE NAME AND TITLE: Raymond Lindsley, National Water Main Cleaning Co. Treasurer	SIGNATURE: 	



### CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

<p>14. ISSUING OFFICE &amp; PROJECT NO. Franklin Township Sewerage Authority</p>	<p>15. CONTRACT NO. Sanitary Sewer Rehabilitation Foxwood Drive Drainage Area</p>	<p>16. MODIFICATION NO. Two</p>
<p>17. ORIGINAL CONTRACT BID PRICE ..... \$ <u>1,440,265.00</u>                  TOTAL OF CURRENT CHANGE ORDER..... \$ <u>63,550.00</u>                  TOTAL CONTRACT COST INCLUDING CHANGE ORDERS ... \$ <u>1,503,815.00</u></p>		
<p>18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS:</p> <p>This Contract Modification incorporates FTSA Change Order 2 processed by the FTSA.</p> <p>This Change Order reflects increase in contract quantities required to construct the project. Increase in quantities due to additional corrective work of the same type of work as present contract is required based upon field investigations performed as part of this contract. During the work of the project and based upon the investigation of the work of this project, it is necessary to increase the estimated quantities of certain corrective work items into the contract. The specific items are listed in the enclosed Change Order No. 2 form. The increase items and unit price items and the existing unit prices will be maintained.</p>		
<p>19. OTHER IMPACTS RESULTANT OF THIS CHANGE: None.</p>		
<p>20. RESUME OF NEGOTIATIONS OR RECOMMENDATIONS (Loanee's Representative) :</p> <p>Existing unit prices utilized and appropriate</p>		
<p>DATE:</p>	<p>TYPE NAME AND TITLE OF LOANEE'S REPRESENTATIVE:  Franklin Township Sewerage Authority</p>	<p>SIGNATURE:</p>

**CME ASSOCIATES  
3141 BORDENTOWN AVENUE  
PARLIN, NEW JERSEY 08859**

**CHANGE ORDER NO. 2**

FILE NO.: PFS-00319.02  
 DATE PREPARED: FEBRUARY 28, 2019  
 OWNER: FRANKLIN TOWNSHIP SEWAGE AUTHORITY  
 CONTRACTOR: NATIONAL WATER MAIN CLEANING CO.  
 PROJECT: SANITARY SEWER REHABILITATION FOXWOOD DRIVE DRAINAGE AREA

GENTLEMEN,

YOU ARE HEREBY ADVISED OF THE FOLLOWING CHANGES IN THE CONTRACT QUANTITIES OR IN CASE OF SUPPLEMENTAL WORK YOU AGREE TO ITS PERFORMANCE BY YOUR FIRM AT THE PRICES STATED HEREIN.

LOCATION OF CHANGE: FRANKLIN TOWNSHIP

NATURE AND REASON FOR CHANGE:

THIS CHANGE ORDER REFLECTS INCREASE IN CONTRACT QUANTITIES REQUIRED TO CONSTRUCT THE PROJECT. INCREASE IN QUANTITIES DUE TO ADDITIONAL CORRECTIVE WORK OF THE SAME TYPE OF WORK AS PRESENT CONTRACT IS REQUIRED BASED UPON FIELD INVESTIGATIONS PERFORMED AS PART OF THIS CONTRACT. DURING THE WORK OF THE PROJECT AND BASED UPON THE INVESTIGATION OF THE WORK OF THIS PROJECT, IT IS NECESSARY TO INCREASE THE ESTIMATED QUANTITIES OF CERTAIN CORRECTIVE WORK ITEMS INTO THE CONTRACT.

ITEM NO.	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	UNIT	TOTAL COST
<b>INCREASE ITEMS</b>					
4a1	CIPP LINING OF SEWER LINES - 8 INCH DIAMETER	\$ 28.65	400.00	LF	\$ 11,460.00
4b1	SERVICE LATERAL LINING - 4 INCH DIAMETER	\$ 2,450.00	10.00	UN	\$ 24,500.00
4c1	ADDITIONAL SERVICE LATERAL LINING - 4 INCH DIAMETER	\$ 70.00	162.00	LF	\$ 11,340.00
4d1	POINT REPAIR LINING - 8 INCH DIAMETER	\$ 400.00	30.00	LF	\$ 12,000.00
4d2	POINT REPAIR LINING - 10 INCH DIAMETER	\$ 425.00	10.00	LF	\$ 4,250.00
	<b>SUBTOTAL INCREASEE ITEMS:</b>				\$ 63,550.00
	<b>TOTAL INCREASE ITEMS:</b>				\$ 63,550.00
	<b>TOTAL CHANGE ORDER:</b>				\$ 63,550.00
	<b>ORIGINAL CONTRACT AMOUNT:</b>				\$ 1,440,265.00
	<b>CONTRACT AMOUNT BASED ON CHANGE ORDER NO. 1</b>				\$ 1,440,265.00
	<b>ADJUSTED CONTRACT AMOUNT BASED UPON CHANGE ORDER NO. 2</b>				\$ 1,503,815.00

CONTRACT COMPLETION TIME:  
NO CHANGE TO CONTRACT PERIOD

APPROVED BY:

*Raymond R Lindsley*

CONTRACTOR  
**Raymond R Lindsley**

OWNER

*[Signature]*

ENGINEER

ADDITIONAL COMMENTS:

**RESOLUTION**

03052019 - 8

**Re: ENGINEERING AGREEMENT – CME ASSOCIATES  
FOR THE HAMILTON STREET PUMPING STATION BID AND  
CONSTRUCTION PHASE**

**BE AND IT HEREBY RESOLVED, by the Township of Franklin  
Sewerage Authority in the County of Somerset that CME be and is hereby  
authorized to provide Professional Services relative to the Bid and  
Construction Phase relative to the Hamilton Street Pumping Station in the  
amount not to exceed \$ 347,772.00. (See attached Agreement).  
The Agreement is acceptable as to format and the Executive Director or  
designee is authorized to execute the Agreement.**

**Offered by: Ms. Ford**

**Seconded by: Ms. DeVeaux**

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



**SECRETARY / TREASURER**

  
**CHAIRMAN**

**Adopted: March 5, 2019**





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

***THIS AGREEMENT*** made this \_\_\_\_\_ day of \_\_\_\_\_ 2018, 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 \_\_\_\_\_ 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, retention 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: \_\_\_\_\_  
Name:

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

**WITNESS:**

**ENGINEER:**

By: \_\_\_\_\_  
Amy Terhune

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

\\PARLIN-FS1\sys\HOME\WPROCA-J\Franklin Twp Sewerage Authority\00315.04 Hamilton St PS\INJEIT\CONAD Engineering Agreement\19\_0215\_Exhibit A .doc

DRAFT





**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
<b>Subtotal</b>	<b>51</b>	<b>hours</b>			<b>\$</b>	<b>9,207.00</b>

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
<b>Subtotal</b>	<b>2199.25</b>	<b>hours</b>			<b>\$</b>	<b>283,584.00</b>

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
<b>Subtotal</b>	<b>377</b>	<b>hours</b>			<b>\$</b>	<b>54,981.00</b>
<b>Project Total</b>	<b>2627.25</b>	<b>hours</b>			<b>\$</b>	<b>347,772.00</b>

# 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.







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](http://www.state.nj.us/treasury/contract_compliance))

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

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

Sworn on this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public, State of New Jersey

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





**RESOLUTION**

03052019 - 9

**Re: JOB DESCRIPTION FOR ENGINEERING INTERN**

**BE AND IT IS HEREBY RESOLVED, by the Township of Franklin Sewerage Authority in the County of Somerset that the Board of Commissioners authorize the Executive Director to create a new job description in accordance with the attached document.**

**Offered by: Ms. DeVeaux**

**Seconded by: Ms. Ford**

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

  
\_\_\_\_\_  
**CHAIRMAN**



**SECRETARY-TREASURER**

**Adopted: March 5, 2019**

## **Engineering Intern**

**Type:** Full Time

**Period:** 06/03/2019 – 08/16/2019

**Salary/Pay Rate:** \$15.00/hour

**Department:** Engineering

**Posted Date:** 03/06/2019

### **GENERAL PURPOSE**

- Assist the Authority's Staff Engineer with day-to-day Operations at the Franklin Township Sewerage Authority (FTSA).

### **SUPERVISION RECEIVED**

- Report to the Authority's Staff Engineer on a daily basis.

### **ESSENTIAL DUTIES & RESPONSIBILITIES**

- Environmental Engineering & Permitting: Assist the Staff Engineer in the review of sanitary sewer applications to ensure that all projects meet the requirements of the FTSA Rates, Rules, and Regulations.
- GIS Administration: Assist the Staff Engineer in making updates to the Authority's Geography Information System (GIS) per new connections and staff feedback.
- Capacity Assurance: With the supervision of the Staff Engineer, the Engineering Intern will work to collect and analyze data to determine the capacities of the Authority's Pump Stations and report findings to the Executive Director.
- Other work as needed by the Staff Engineer.

### **MINIMUM QUALIFICATIONS**

- Currently enrolled in a program relating to Civil, Environmental, or Chemical Engineering (ABET Accredited) with a minimum of 60 completed credits.
- Must have completed a class in Fluid Mechanics.
- Previous water/wastewater engineering and ArcPro GIS experience is a plus.

### **WORK ENVIRONMENT**

- Office with some field experience.

*The Franklin Township Sewerage Authority is a publicly owned collection system whose mission is to protect public health by preserving the state waters from pollution through efficient and cost effective collection and transfer of wastewater throughout our franchise area.*

*Applications available at Franklin Township Sewerage Authority, 70 Commerce Drive, Somerset, NJ 08873.*

**THE FRANKLIN TOWNSHIP SEWERAGE AUTHORITY DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, RELIGION, SEX, SEXUAL PREFERENCE, AGE OR HANDICAP.**

**THE FRANKLIN TOWNSHIP SEWERAGE AUTHORITY IS A DRUG FREE WORK PLACE.**

**RESOLUTION**

03052019 - 10

**Re: AUTHORIZATION TO ADVERTISE FOR ENGINEERING INTERN**

**BE AND IT IS HEREBY RESOLVED, by the Township of Franklin Sewerage Authority in the County of Somerset that the Board of Commissioners authorize the Executive Director to advertise for the Engineering Intern position in accordance with the attached document.**

**Offered by:** Ms. Ford

**Seconded by:** Ms. DeVeaux

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

  
**SECRETARY-TREASURER**

  
**CHAIRMAN**

**Adopted: March 5, 2019**



## **Engineering Intern**

**Type:** Full Time

**Period:** 06/03/2019 – 08/16/2019

**Salary/Pay Rate:** \$15.00/hour

**Department:** Engineering

**Posted Date:** 03/06/2019

### **GENERAL PURPOSE**

- Assist the Authority's Staff Engineer with day-to-day Operations at the Franklin Township Sewerage Authority (FTSA).

### **SUPERVISION RECEIVED**

- Report to the Authority's Staff Engineer on a daily basis.

### **ESSENTIAL DUTIES & RESPONSIBILITIES**

- Environmental Engineering & Permitting: Assist the Staff Engineer in the review of sanitary sewer applications to ensure that all projects meet the requirements of the FTSA Rates, Rules, and Regulations.
- GIS Administration: Assist the Staff Engineer in making updates to the Authority's Geography Information System (GIS) per new connections and staff feedback.
- Capacity Assurance: With the supervision of the Staff Engineer, the Engineering Intern will work to collect and analyze data to determine the capacities of the Authority's Pump Stations and report findings to the Executive Director.
- Other work as needed by the Staff Engineer.

### **MINIMUM QUALIFICATIONS**

- Currently enrolled in a program relating to Civil, Environmental, or Chemical Engineering (ABET Accredited) with a minimum of 60 completed credits.
- Must have completed a class in Fluid Mechanics.
- Previous water/wastewater engineering and ArcPro GIS experience is a plus.

### **WORK ENVIRONMENT**

- Office with some field experience.

*The Franklin Township Sewerage Authority is a publicly owned collection system whose mission is to protect public health by preserving the state waters from pollution through efficient and cost effective collection and transfer of wastewater throughout our franchise area.*

*Applications available at Franklin Township Sewerage Authority, 70 Commerce Drive, Somerset, NJ 08873.*

**THE FRANKLIN TOWNSHIP SEWERAGE AUTHORITY DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, RELIGION, SEX, SEXUAL PREFERENCE, AGE OR HANDICAP.**

**THE FRANKLIN TOWNSHIP SEWERAGE AUTHORITY IS A DRUG FREE WORK PLACE.**