

# WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

## Regular Meeting Minutes

**March 8, 2017**

The meeting of the Willingboro Municipal Utilities Authority was held on Wednesday, March 8, 2017 at the Willingboro Municipal Utilities Authority. Chairman Carl Turner called the meeting to order at 4:30 PM, and requested that everyone pledge allegiance to the flag. The Chairman instructed the Secretary to read the following statement:

Public notice of the meeting, pursuant to the Open Public Meetings Act, has been given by the Authority in the following manner:

- A. Posting written notice on the official bulletin board of the Authority building.
- B. Mailing written notice to the Municipal Clerks of Willingboro and Westampton Townships; the Secretary of the Edgewater Park Sewerage Authority and the Executive Director of the Mount Laurel Municipal Utilities Authority.
- C. Publishing a Public Notice in the Burlington County Times and Courier-Post.
- D. Directing the Secretary to enter into the minutes of this meeting this public announcement.

**Roll Call:** Cmmr. Christopher Walker (Present), Cmmr. Jacqueline Jennings (Absent), Cmmr. T. Wayne Scott (Present), Cmmr. Clayton Sills (Present), Cmmr. Carl Turner (Present) Alt. Cmmr. Webster Evans (Present), Alt. Cmmr. Charles Green (Present).

Others attending: Andrew Weber, Executive Director, Russell Trice, Engineer, Rita Taliaferro, Office Manager, Emmanuel Stuppard, Director of Operations and Maintenance, Yolanda Melville of Cooper Levenson, and Vincent Buckley, Chief Operator of the Water Treatment Plant.

### **Motion to Have another Executive Session after Comments from the Public**

Moved: Cmmr. Walker

Seconded: Cmmr. Scott

**Roll Call:** Cmmr. Turner Yes, Cmmr. Scott Yes, Cmmr. Walker Yes, Cmmr Sills Yes, Cmmr. Evans Yes

### **Comments from the Public**

M.Nock: Requested that 100k be put back into the Township budget because the township needs to hire an economic development person and so they can go after things that the township needs to bring people into the community.

R. Ellis: Stated that he wanted to know if the WMUA plans to discuss how to deal with the senior citizens in the community at this meeting.

C. Turner: Stated that we are not discussing that matter at this particular meeting but we do have a committee which is the senior citizens committee who will be chaired by Jacqueline Jennings who will be reaching out to the senior citizen center to bring issues on that matter.

**Motion to Enter Executive Session**

Moved: Cmmr. Sills

Seconded: Cmmr. Scott

**Roll Call:** Cmmr. Turner Yes, Cmmr. Scott Yes, Cmmr. Walker Yes, Cmmr Sills Yes, Cmmr. Evans Yes

**Motion to Exit Executive Session**

Moved: Cmmr. Sills

Seconded: Cmmr. Scott

**Roll Call:** Cmmr. Turner Yes, Cmmr. Scott Yes, Cmmr. Walker Yes, Cmmr Sills Yes, Cmmr. Evans Yes

**Motion to Table February 15, 2017 Reorganization Meeting Minutes and to be Changed**

Moved: Cmmr. Walker

Seconded: Cmmr. Scott

**Roll Call:** Cmmr. Turner Yes, Cmmr. Scott Yes, Cmmr. Walker Yes, Cmmr Sills Yes, Cmmr. Evans Yes

**Treasurers Report**

Moved: Cmmr. Scott

Seconded: Cmmr. Evans

**Discussion**

Y. Melville: Take out water tampering

**Roll Call:** Cmmr. Turner Yes, Cmmr. Scott Yes, Cmmr. Walker Yes, Cmmr Sills Yes, Cmmr. Evans Yes

**Motion to Table Resolution 2017-3-8-2: Garfield Park Academy Agreement**

Moved: Cmmr. Scott

Seconded: Cmmr. Walker

**Roll Call:** Cmmr. Turner Yes, Cmmr. Scott Yes, Cmmr. Walker Yes, Cmmr Sills Yes, Cmmr. Evans Yes

**Resolution 2017-3-8-2**

**SERVICES AGREEMENT  
GARFIELD PARK ACADEMY  
AND  
WILLINGBORO MUNICIPAL  
UTILITIES AUTHORITY**

THIS SERVICE AGREEMENT, is entered into between the Garfield Park Academy (hereinafter referred to as the Academy), and the Willingboro Municipal Utilities Authority (hereinafter referred to as the “WMUA”) (collectively, the “Parties”).

**1. General Requirements**

The WMUA agrees to:

- I. Test the water systems at (2) locations (see Exhibit A) to determine whether the water systems meet the Department of Environmental Protection’s lead standards.
- II. Review the floor plans for the twelve (2) locations.
- III. Develop a plan from the floor plans for all twelve (2) locations indicating all water outlets used for drinking or the preparation of food.**
- IV. Review and evaluate the plumbing plan to determine if there is any location where contamination may be likely.
- V. Create a plumbing profile of the water supply for the locations indicating the type of pipe connections and age leading from the water main to the outlets provided by the Academy.
- VI. Present to the Academy with an analysis of the water system for all twelve (12) locations and provide written recommendations for improvements to the system.
- VII. Select and oversee third-party laboratory responsible for all testing related to this Agreement.
- VIII. Perform any additional updated requirements as posted on <http://www.nj.gov/dep/watersupply/dwc-lead-schools.html> through the duration of

this Agreement. Should any requirements fall outside of the scope of this Agreement, the Parties mutually agree to modify the Agreement.

The Academy agrees to:

- I. Provide the WMUA with copies of the most recent floor plans for both locations, which will be used to create the facility plan(s),
- II. Provide the WMUA with available information regarding plumbing fixtures, including type(s) of faucets and pipes.
- III. Provide the WMUA with a copy of the plumbing plan,
- IV. Provide copies of records of water samples taken by third-party vendors, if any.
- V. Reimburse the WMUA for costs related to the third-party laboratory pursuant to the amount allocated for Task 6 and Task 7 in Paragraph 4 (“Payment and Fees”) of this Agreement.  
Provide any additional documents as required by <http://www.nj.gov/dep/watersupply/dwc-lead-schools.html> or required by the New Jersey Department of Environmental Protection.

## **2. Performance Responsibilities**

The WMUA shall complete the following tasks:

- I. **Task 1:** QAPP and Testing Sampling Plan Development: Developing and writing Quality Assurance Project Plan and Lead Drinking Water Sampling Plan.
- II. **Task 2:** Developing Sampling Document (Plumbing profile, floor plan): Developing a plumbing profile for each facility. Developing a labeling plan for all drinking outlets, a floor plan identifying all drinking outlets and creating a labeling key to ensure water samples are properly labeled.
- III. **Task 3:** Remedial Design, Coordination: Assist with notification of non-compliant outlets. Assistance in evaluating testing results, and developing a remediation plan should lead be found in the water samples. Coordinate with the Academy and testing agency to ensure compliance with the New Jersey Department of Education and New Jersey Department of Environmental Protection requirements.
- IV. **Task 4:** Sampling Collection and Reporting (400 1<sup>st</sup> Draw Sample only): Complete the water sample process, inclusive of second sample for all non-compliance outlets.
- V. **Task 5:** Sampling Collection and Reporting (40 non-compliant flush sample): Complete water sample process, inclusive of second sample for all non-compliant outlets.
- VI. **Task 6:** Laboratory Services (for 440 samples): Submission as per QAPP/Sampling Plan and following chain-of-custody requirement.
- VII. **Task 7:** Laboratory Services for Non-Compliant Samples (10% Fail Rate): Submission as per QAPP/Sampling Plan and following chain-of-custody requirement.

## **3. Term of Contract**

This Agreement shall be for a term of one (1) year, commencing March 1, 2017 and ending on February 27, 2018.

#### **4. Payment and Fees**

The Academy shall pay the WMUA the following amounts upon the successful completion of each task outlined above. The total amount for these services may not exceed \$3,975 if the WMUA's sampling requirements and the scope of services are not exceeded, as discussed below. Should the amount of services exceed \$3,975, the Parties agree to modify this Agreement in writing. The School District Program Manager or his/her designee will certify to the completion of each task. The School Business Administrator or his designee shall verify the successful completion of each task with the School District Program Manager prior to issuing payment.

- Task 1:           \$ 750.00
- Task 2:           \$ 750.00
- Task 3:           \$ 1,000.00<sup>1</sup>
- Task 4:           \$ 100.00<sup>2</sup>
- Task 5:           \$ 1250.00<sup>3</sup>
- Task 6:           \$ 125.00

**TOTAL           \$3,975.00**

#### **5. Dispute Resolution**

Any disputes which arise under this Agreement shall be first attempted to be resolved by the Academy Superintendent and the WMUA Executive Director or their designees. In the event the Superintendent and Executive Director or their designees are unable to resolve any dispute which arises under this Agreement, it is agreed that mediation will be attempted by the Parties through the offices of an Executive County Superintendent. In the event the mediation of the dispute is unsuccessful, the Parties may pursue arbitration as set forth in this Agreement. If the controversy is not resolved by mediation, then the controversy or claim shall be brought to a retired Judge of the Superior Court, who shall arbitrate any such dispute. The judge shall be mutually selected by the Parties. The arbitrator shall decide the allocation of costs, expenses and fees, if any.

#### **6. Indemnification**

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<sup>1</sup> For any additional sampling in excess of 50, the Academy will pay \$23 per outlet to the WMUA.

<sup>2</sup> For any additional sampling in excess of 50, the Academy will pay \$23 per outlet to the WMUA. This value is estimated based upon a ten percent (10%) failure rate.

<sup>3</sup> The amounts in Task 6 and Task 7 are estimated based upon a ten percent (10%) failure rate. For any sampling less than 50, the WMUA agrees to charge the Academy for actual cost and not the estimated value. For any additional sampling in excess of 50, the Academy will pay \$25 per sample.

With the exception of disputes to be resolved by Paragraph 5 above, each party will indemnify, defend and hold harmless the other party, including its agents, servants and employees, from any and all suits, claims for damages, liabilities, attorney's fees, costs, for any and all injuries to persons or property damage arising from any acts or omissions by its agents, servants and employees. This covenant shall include the provision of defense at all stages of the judicial, administrative or mediation/arbitration process. The WMUA shall indemnify the Academy against any fines or penalties levied by the New Jersey Department of Education and/or New Jersey Department of Environment Protection for non-compliance caused directly by the WMUA's non-performance and/or neglect to adhere to the guidelines at listed at <http://www.nj.gov/dep/watersupply/dwc-lead-schools.html>.

Each entity shall provide the other entity with prompt written notice of the filing of any claims and the institution of each suit, claim or action. No entity shall, without prior written consent of the other entity, adjust, settle or compromise any such claim, suit or action with respect to this project.

#### **7. No Personal Liability**

No covenant, condition or agreement contained in this Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the Academy or the WMUA, in his or her individual capacity, and neither the officers, agents or employees of the Academy or the WMUA nor any official executing this Agreement shall be liable personally on this Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Agreement.

#### **8. Termination**

The Parties agree that either may terminate this Agreement upon thirty (30) days' written notice upon the other. Cause shall be required for either party to terminate this Agreement early. Should any dispute arise regarding the termination of this Agreement, it shall be submitted to the Executive County Superintendent for resolution. His or her decision regarding any such dispute shall be final.

Neither party shall have any further financial responsibility to the other arising out of this Agreement, other than the payments called for in the body of this Agreement.

Upon termination, any and all data collected by the WMUA up to the date of termination will remain the property of the Parties to this Agreement.

#### **9. Events of Default**

Any one of the following shall constitute an event of default by any defaulting entity:

- A. Continued breach by any such entity of any representation, warranty or covenant contained in this Shared Services Agreement within thirty (30) days after written notice of such breach has been sent by any other entity to the defaulting entity or, if such breach is of a type that cannot be cured within thirty (30) days, the failure of the defaulting entity within such thirty (30) day period to commence and diligently pursue such performance to completion; or
- B. Failure by any defaulting entity to perform any other term or condition of this Agreement within thirty (30) days after written notice of such failure has been sent by any other entity or, if such failure is of a type that cannot be cured within thirty (30) days, the failure of the Defaulting Party within such thirty (30) day period to commence and diligently pursue such performance to completion.

## **10. Remedies**

Whenever any Event of Default as described in Paragraph 8 above shall have occurred and shall be continuing, and provided that prior written notice of the Default has been given to the Defaulting Party by the Non-Defaulting Party and the default has not been cured, the Non-Defaulting Party may take whatever action may appear necessary or desirable to enforce the performance and observance of any obligation, agreement or covenant of the Defaulting Party under the terms of this Agreement or may terminate this Agreement by written notice to the Defaulting Party.

No remedy which is conferred upon or which is reserved to the Parties herein is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy which is provided under the terms of this Agreement or which is now or hereafter existing at law or inequity or by statute. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver hereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

## **11. Governing Law**

This Agreement shall govern in all respects and construed under the laws of the rules and regulations of the State of New Jersey. If any terms or conditions of this Agreement or any application of this Agreement shall be determined to be contrary to the laws, rules and regulations of the State of New Jersey, such terms and conditions or application shall be deemed to be invalid, but all other terms and conditions and applications shall continue in full force and effect pursuant to N.J.S.A. 40A:65-1, et seq.

## **12. Notices**

All notices and other communications shall be in writing and shall be deemed to have been given when delivered three (3) days after mailed first class, registered or certified mail, postage prepaid, or one (1) business day after delivery via overnight service addressed to:

- a. Garfield Park Academy  
Attn: Steve Warden  
24 Glenolden Lane  
Willingboro, New Jersey 08046
- b. Willingboro Municipal Utilities Authority  
Attn: Diallyo Diggs, Director of Finance  
433 John F. Kennedy Way  
Willingboro, New Jersey 08046

**13. Miscellaneous**

- A. **Amendment.** This Agreement may not be amended or modified for any reason without the express prior written consent of the Parties.
- B. **Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- C. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
- D. **Entire Agreement.** This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the Parties hereto.
- E. **Further Assurances and Corrective Instruments.** All entities shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
- F. **Headings.** The Article and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.



G. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Agreement shall be construed, as a waiver on the part of the Parties, or any of them, of any right which is not explicitly waived in this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seal this on the dates depicted below.

**WILLINGBORO  
Garfield Park Academy**

**WILLINGBORO MUNICIPAL  
UTILITIES AUTHORITY**

\_\_\_\_\_  
Andrew Weber, Executive Director

**Resolution 2017-3-8-3: Shared Services Agreement B.O.E.**

Moved: Cmmr. Walker

Seconded: Cmmr. Scott

**Discussion**

Cmmr. Turner: Asked do we have a status of where we are with this

V. Buckley: Responded stating that everything has to be finished by July 18. We had a meeting last Friday and we have all the blueprints and Alex is currently setting everything in place.

**Roll Call:** Cmmr. Turner Yes, Cmmr. Scott Yes, Cmmr. Walker Yes, Cmmr Sills Yes, Cmmr. Evans Yes

**Resolution 2017-3-8-3**

**SHARED SERVICES AGREEMENT  
BY AND BETWEEN  
WILLINGBORO BOARD OF EDUCATION  
AND  
WILLINGBORO MUNICIPAL  
UTILITIES AUTHORITY**

THIS SHARED SERVICES AGREEMENT, pursuant to N.J.S.A. 40A:65-1 et seq., is entered into between the Willingboro Board of Education (hereinafter referred to as the “Board”), and the Willingboro Municipal Utilities Authority (hereinafter referred to as the

“WMUA”) (collectively, the “Parties”). The date of execution for this Shared Services Agreement (hereinafter referred to as the “Agreement”) is the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

## RECITALS

1. The Board is a body politic and corporate of the State of New Jersey, having its principal place of business at the Country Club Administration Building, 440 Beverly-Rancocas Road, Willingboro, NJ 08046;
2. The WMUA is a body corporate and politic of the State of New Jersey, having its principal place of business at 433 John F. Kennedy Way, Willingboro NJ 08046-2119;
3. The State of New Jersey Department of Environmental Protection has tasked municipal school districts with the implementation of Quality Assurance Project Plan (“QAPP”) for Drinking Water Sampling of Lead Concentrations in School Drinking Water Outlets;
4. The Parties have a vested interest in determining the lead concentration at drinking water outlets within the Willingboro school district so that corrective action may be implemented at any drinking water outlets found to exceed the standards of the U.S. Environmental Protection Agency;
5. The Parties conclude that it is in the best interests of the health, safety, and welfare of its citizens and residents to conduct lead testing for all public schools located within the Township of Willingboro;
6. The Parties now wish to enter into an Agreement for the participation of the Board into a QAPP for Drinking Water Sampling of Lead Concentrations in School Drinking Water Outlets, which will be administered by the WMUA; and
7. The Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., specifically authorizes governmental entities to enter into Shared Services Agreements authorized contract for any service which any party to the Shared Services Agreement is empowered to render within its jurisdiction.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the Parties, the Board will contract with the Board to provide the following services to the Board, commencing March 1, 2017 through February 27, 2018:

### **1. General Requirements**

The WMUA agrees to:

- IX. Test the water systems in twelve (12) locations (see Exhibit A) to determine whether the water systems meet the Department of Environmental Protection's lead standards.
- X. Review the floor plans for the twelve (12) locations.
- XI. Develop a plan from the floor plans for all twelve (12) locations indicating all water outlets used for drinking or the preparation of food.**
- XII. Review and evaluate the plumbing plan to determine if there is any location where contamination may be likely.
- XIII. Create a plumbing profile of the water supply for all the locations indicating the type of pipe connections and age leading from the water main to the outlets provided by the Board.
- XIV. Present to the Board an analysis of the water system for all twelve (12) locations and provide written recommendations for improvements to the system.
- XV. Select and oversee third-party laboratory responsible for all testing related to this Agreement.
- XVI. Submit invoices to the Board for costs related to the third-party laboratory testing.
- XVII. Perform any additional updated requirements as posted on <http://www.nj.gov/dep/watersupply/dwc-lead-schools.html> through the duration of this Agreement. Should any requirements fall outside of the scope of this Agreement, the Parties mutually agree to modify the Agreement.

The Board agrees to:

- VI. Provide the WMUA with copies of the most recent floor plans for all twelve (12) locations, which will be used to create the facility plan(s), by March \_\_\_\_, 2017.
- VII. Provide the WMUA with available information regarding plumbing fixtures, including type(s) of faucets and pipes by March \_\_\_\_, 2017.
- VIII. Provide the WMUA with a copy of the plumbing plan for all twelve (12) locations by March \_\_\_\_, 2017.
- IX. Provide copies of records of water samples taken by third-party vendors, if any.
- X. Reimburse the WMUA for costs related to the third-party laboratory pursuant to the amount allocated for Task 6 and Task 7 in Paragraph 4 ("Payment and Fees") of this Agreement.  
Provide any additional documents as required by <http://www.nj.gov/dep/watersupply/dwc-lead-schools.html> or required by the New Jersey Department of Environmental Protection.

## **2. Performance Responsibilities**

The WMUA shall complete the following tasks:

- VIII. **Task 1:** QAPP and Testing Sampling Plan Development: Developing and writing Quality Assurance Project Plan and Lead Drinking Water Sampling Plan.
- IX. **Task 2:** Developing Sampling Document (Plumbing profile, floor plan): Developing a plumbing profile for each facility. Developing a labeling plan for all drinking outlets, a

floor plan identifying all drinking outlets and creating a labeling key to ensure water samples are properly labeled.

- X. **Task 3:** Remedial Design, Coordination: Assist with notification of non-compliant outlets. Assistance in evaluating testing results, and developing a remediation plan should lead be found in the water samples. Coordinate with the Board and testing agency to ensure compliance with the New Jersey Department of Education and New Jersey Department of Environmental Protection requirements.
- XI. **Task 4:** Sampling Collection and Reporting (400 1<sup>st</sup> Draw Sample only): Complete the water sample process, inclusive of second sample for all non-compliance outlets.
- XII. **Task 5:** Sampling Collection and Reporting (40 non-compliant flush sample): Complete water sample process, inclusive of second sample for all non-compliant outlets.
- XIII. **Task 6:** Laboratory Services (for 440 samples): Submission as per QAPP/Sampling Plan and following chain-of-custody requirement.
- XIV. **Task 7:** Laboratory Services for Non-Compliant Samples (10% Fail Rate): Submission as per QAPP/Sampling Plan and following chain-of-custody requirement.

### **3. Term of Contract**

This Agreement shall be for a term of one (1) year, commencing March 1, 2017 and ending on February 27, 2018.

### **4. Payment and Fees**

The Board shall pay the WMUA the following amounts upon the successful completion of each task outlined above. The total amount for these services may not exceed \$29,460 if the WMUA's sampling requirements and the scope of services are not exceeded, as discussed below. Should the amount of services exceed \$29,460, the Parties agree to modify this Agreement in writing. The School District Program Manager or his/her designee will certify to the completion of each task. The School Business Administrator or his designee shall verify the successful completion of each task with the School District Program Manager prior to issuing payment.

- Task 1: \$ 4,500.00
- Task 2: \$ 4,500.00
- Task 3: \$ 0
- Task 4: \$ 9,200.00<sup>4</sup>
- Task 5: \$ 920.00<sup>5</sup>

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<sup>4</sup> For any additional sampling in excess of 400, the Board will pay \$23 per outlet to the WMUA.

<sup>5</sup> For any additional sampling in excess of 40, the Board will pay \$23 per outlet to the WMUA. This value is estimated based upon a ten percent (10%) failure rate.

- Task 6:           \$ 9,400.00<sup>6</sup>
  - Task 7:           \$ 940.00
- TOTAL           \$29,460.00**

**5. Dispute Resolution**

Any disputes which arise under this Agreement shall be first attempted to be resolved by the Board Superintendent and the WMUA Executive Director or their designees. In the event the Superintendent and Executive Director or their designees are unable to resolve any dispute which arises under this Agreement, it is agreed that mediation will be attempted by the Parties through the offices of an Executive County Superintendent. In the event the mediation of the dispute is unsuccessful, the Parties may pursue arbitration as set forth in this Agreement. If the controversy is not resolved by mediation, then the controversy or claim shall be brought to a retired Judge of the Superior Court, who shall arbitrate any such dispute. The judge shall be mutually selected by the Parties. The arbitrator shall decide the allocation of costs, expenses and fees, if any.

**6. Indemnification**

With the exception of disputes to be resolved by Paragraph 5 above, each party will indemnify, defend and hold harmless the other party, including its agents, servants and employees, from any and all suits, claims for damages, liabilities, attorney’s fees, costs, for any and all injuries to persons or property damage arising from any acts or omissions by its agents, servants and employees. This covenant shall include the provision of defense at all stages of the judicial, administrative or mediation/arbitration process. The WMUA shall indemnify the Board against any fines or penalties levied by the New Jersey Department of Education and/or New Jersey Department of Environment Protection for non-compliance caused directly by the WMUA’s non-performance and/or neglect to adhere to the guidelines at listed at <http://www.nj.gov/dep/watersupply/dwc-lead-schools.html>.

[Each entity shall provide the other entity with prompt written notice of the filing of any claims and the institution of each suit, claim or action. No entity shall, without prior written consent of the other entity, adjust, settle or compromise any such claim, suit or action with respect to this project.](#)

**7. No Personal Liability**

No covenant, condition or agreement contained in this Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the

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<sup>6</sup> The amounts in Task 6 and Task 7 are estimated based upon a ten percent (10%) failure rate. For any sampling less than 400, the WMUA agrees to charge the Board for actual cost and not the estimated value. For any additional sampling in excess of 400, the Board will pay \$23.50 per sample.

Board or the WMUA, in his or her individual capacity, and neither the officers, agents or employees of the Board or the WMUA nor any official executing this Agreement shall be liable personally on this Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Agreement.

## **8. Termination**

The Parties agree that either may terminate this Agreement upon thirty (30) days' written notice upon the other. Cause shall be required for either party to terminate this Agreement early. Should any dispute arise regarding the termination of this Agreement, it shall be submitted to the Executive County Superintendent for resolution. His or her decision regarding any such dispute shall be final.

Neither party shall have any further financial responsibility to the other arising out of this Agreement, other than the payments called for in the body of this Agreement.

Upon termination, any and all data collected by the WMUA up to the date of termination will remain the property of the Parties to this Agreement.

## **9. Events of Default**

Any one of the following shall constitute an event of default by any defaulting entity:

- C. Continued breach by any such entity of any representation, warranty or covenant contained in this Shared Services Agreement within thirty (30) days after written notice of such breach has been sent by any other entity to the defaulting entity or, if such breach is of a type that cannot be cured within thirty (30) days, the failure of the defaulting entity within such thirty (30) day period to commence and diligently pursue such performance to completion; or
- D. Failure by any defaulting entity to perform any other term or condition of this Agreement within thirty (30) days after written notice of such failure has been sent by any other entity or, if such failure is of a type that cannot be cured within thirty (30) days, the failure of the Defaulting Party within such thirty (30) day period to commence and diligently pursue such performance to completion.

## **10. Remedies**

Whenever any Event of Default as described in Paragraph 8 above shall have occurred and shall be continuing, and provided that prior written notice of the Default has been given to the Defaulting Party by the Non-Defaulting Party and the default has not been cured, the Non-Defaulting Party may take whatever action may appear necessary or desirable to enforce the performance and observance of any obligation, agreement or covenant of the Defaulting Party

under the terms of this Agreement or may terminate this Agreement by written notice to the Defaulting Party.

No remedy which is conferred upon or which is reserved to the Parties herein is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy which is provided under the terms of this Agreement or which is now or hereafter existing at law or inequity or by statute. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver hereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

#### **11. Governing Law**

This Agreement shall govern in all respects and construed under the laws of the rules and regulations of the State of New Jersey. If any terms or conditions of this Agreement or any application of this Agreement shall be determined to be contrary to the laws, rules and regulations of the State of New Jersey, such terms and conditions or application shall be deemed to be invalid, but all other terms and conditions and applications shall continue in full force and effect pursuant to N.J.S.A. 40A:65-1, et seq.

#### **12. Notices**

All notices and other communications shall be in writing and shall be deemed to have been given when delivered three (3) days after mailed first class, registered or certified mail, postage prepaid, or one (1) business day after delivery via overnight service addressed to:

- c. Willingboro Township Board of Education  
Attn: Kelvin L. Smith, School Business Administrator  
440 Beverly-Rancocas Road  
Willingboro, New Jersey 08046
  
- d. Willingboro Municipal Utilities Authority  
Attn: Diallyo Diggs, Director of Finance  
433 John F. Kennedy Way  
Willingboro, New Jersey 08046

#### **13. Miscellaneous**

H. **Amendment.** This Agreement may not be amended or modified for any reason without the express prior written consent of the Parties.

- I. **Severability.** In the event that any provision of this Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- J. **Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
- K. **Entire Agreement.** This Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the Parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the Parties hereto.
- L. **Further Assurances and Corrective Instruments.** All entities shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
- M. **Headings.** The Article and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
- N. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Agreement shall be construed, as a waiver on the part of the Parties, or any of them, of any right which is not explicitly waived in this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seal this on the dates depicted below.

**WILLINGBORO  
BOARD OF EDUCATION**

\_\_\_\_\_  
Felicia Hopson, President

\_\_\_\_\_  
Ronald G. Taylor, Superintendent

**WILLINGBORO MUNICIPAL  
UTILITIES AUTHORITY**

\_\_\_\_\_  
Andrew Weber, Executive Director

\_\_\_\_\_  
Date of Board Adoption



Kelvin Smith, Business Administrator  
Board Secretary

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Date of Board Adoption

### **Operations and Maintenance Report**

Moved: Cmmr. Walker

Seconded: Cmmr. Sills

### **Discussion**

E.Stuppard: Stated Mario's crew had a few repairs to do. We just recently had DEP come and inspect our system as well as our facilities, and operations we passed. Also had a few blockages as far as sewers.

Cmmr. Scott: Stated that he noticed something in the report that says public service leak and wants to know how that is reported

E.Stuppard: Responded stating we had a public leak and what happened was that somebody made a phone call to our office. A resident had smelled something that smelled like gas and we were able to get out there and call PSE&G figure out the situation and fix it.

Cmmr. Scott: Asked are we keeping a tab as to what section of town is having the most blockages

Cmmr. Turner: Responded answering yes that the operations and maintenance committee has that.

**Roll Call:** Cmmr. Turner Yes, Cmmr. Scott Yes, Cmmr. Walker Yes, Cmmr Sills Yes, Cmmr. Evans Yes

### **Consulting Engineer's Report**

Moved: Cmmr. Walker

Seconded: Cmmr. Scott

### **Discussion**

R. Trice: Stated that the tanks will be here Friday. The crane will be on site at 7am. The tanks are supposed to arrive at 8am and they will be ready to start lifting at about 9am.

Cmmr. Scott: Asked about the status of the transformers

R.trice: Responded stating that it will be 4-6 months

**Roll Call:** Cmmr. Turner Yes, Cmmr. Scott Yes, Cmmr. Walker Yes, Cmmr Sills Yes, Cmmr. Evans Yes

**Motion to Table Resolution 2017-3-8-1: Professional Service Appointments into Executive Session**

Moved: Cmmr. Walker

Seconded: Cmmr. Sills

**Roll Call:** Cmmr. Turner Yes, Cmmr. Scott Yes, Cmmr. Walker Yes, Cmmr Sills Yes, Cmmr. Evans Yes

**Motion to Accept the Payment of Bills**

Moved: Cmmr. Sills

Seconded: Cmmr. Scott

**Roll Call:** Cmmr. Turner Yes, Cmmr. Scott Yes, Cmmr. Walker Yes, Cmmr Sills Yes, Cmmr. Evans Yes

**Solicitors Report**

Y. Melville: All items to be discussed in executive session.

**Motion to Enter Executive Session**

Moved: Cmmr. Scott

Seconded: Cmmr. Sills

**Roll Call:** Cmmr. Turner Yes, Cmmr. Scott Yes, Cmmr. Walker Yes, Cmmr Sills Yes, Cmmr. Evans Yes

**Motion to Exit Executive Session**

Moved: Cmmr. Scott

Seconded: Cmmr. Sills

**Roll Call:** Cmmr. Turner Yes, Cmmr. Scott Yes, Cmmr. Walker Yes, Cmmr Sills Yes, Cmmr. Evans Yes

**Resolution 2017-3-8-1: Professional Service Appointments**

Moved: Cmmr. Scott

Seconded: Cmmr. Green

**Roll Call:** Cmmr. Turner Yes, Cmmr. Scott Yes, Cmmr. Green Yes, Cmmr Sills Yes, Cmmr. Evans Yes

## **RESOLUTION 2017-3-8-1**

### **PROFESSIONAL SERVICES APPOINTMENTS**

WHEREAS, N.J.S.A. 40A: 11-5 (1) (a) (i) provides for the appointment of persons who shall render professional services, and

WHEREAS, there exists a need for a Solicitor, Special Counsel, Water Treatment Project Engineer, Sewer Treatment Project Engineer, Special Projects Engineer, Labor Counsel, Bond Counsel, Independent Auditor, Insurance broker of record, Financial Advisor, Computer Network Administrator, Website Manager and Authority Physician

WHEREAS, the Treasurer has certified that funds are available and have been budgeted for these purposes, and

WHEREAS, the Local Public Contracts Law (N.J.S.A. 40A: 11-1, et seq.) requires that the Resolution authorizing the awarding of contracts for "Professional Services" without competitive bids must be publicly advertised, and

WHEREAS, the Local Unit Pay-To-Play Law (N.J.S.A. 19:44A-20.5 et seq.) requires that under certain circumstances a municipality or any agency or instrumentality thereof, shall not enter into a contract having an anticipated value in excess of \$17,500, as determined in advance and certified in writing by the municipality, agency or instrumentality, with a business entity, except a contract that is awarded pursuant to a fair and open process, and

WHEREAS, the Willingboro Municipal Utilities Authority has by resolution established such a process, and

WHEREAS, the request for qualifications and criteria for awarding such contracts was posted on the internet website maintained by the Willingboro Municipal Utilities Authority and advertised in the Burlington County Times and

WHEREAS, submissions were received and have been reviewed for the various professional appointments.

NOW, THEREFORE BE IT RESOLVED by the Willingboro Municipal Utilities Authority, assembled in special session, on the 1<sup>st</sup> day of February 2017 at the John F. Kennedy Center Willingboro, New Jersey that the following appointments be made:

Solicitor:	Cooper Levenson Law Firm
Special Counsel:	Florio Perucci Law Firm
Bond Counsel:	McManimon & Scotland
Labor Counsel:	Cooper Levenson Law Firm
Independent Auditor:	Bowman & Co.
Insurance Broker:	Corporate Employee Benefits LLC
Computer Network Administrator:	Network Management Consultants of NJ
Special Project Engineer:	CME Consulting & Municipal Engineers
Financial Advisor:	Phoenix Advisors LLC
Website Manager:	Ty Edwards ty@24mediagroup.com
Authority Physician:	Virtua Health
Consulting Engineer:	Richard A. Alaimo Associates

1. Term of appointments shall be February 1, 2017 to February 2, 2018.
2. They shall receive such compensation as set forth in this Resolution as follows:

Solicitor	not to exceed \$00,000 per annum
Special Counsel	not to exceed \$00,000 per annum
Bond Counsel	not to exceed \$00,000 per annum
Labor counsel	not to exceed \$00,000 per annum

Independent Auditor	not to exceed \$00,000 per annum
Insurance Broker of Record	not to exceed \$00,000 per annum
Computer Network Adm.	not to exceed \$0,000 per annum
Consulting Engineer	not to exceed \$000,000 per annum
Special Project Engineer:	not to exceed \$00,000 per annum
Financial Advisor:	not to exceed \$00,000 per annum
Website Manager:	not to exceed \$0,000 per annum
Authority Physician	not to exceed \$0,000 per annum

4. The Executive Director is hereby authorized to execute the contracts on behalf of the Authority.
5. These awards are made without competitive bidding as a "Professional Service" under the provisions of NJSA 40A: 11 Local Public Contracts Law and in accordance with the provision of NJSA 19:44A-20.5 et seq...
6. Notice of Appointment shall be published in the Burlington County Times as required by law within ten (10) days of appointment.

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, Chairman

ATTEST:

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Andrew Weber, Assistant Secretary

**CERTIFICATE OF AVAILABILITY  
OF FUNDS FOR CONTRACTS**

As required by NJSA 40A: 4-57, NJAC 5:30-14.5 and any other applicable requirements, I, Diallyo Diggs, Treasurer of the WILLINGBORO MUNICIPAL UTILITIES AUTHORITY have ascertained that there are available sufficient uncommitted appropriations in the 2017 Authority Operating Budgets to award contracts to the appointments set forth herein in amounts not to exceed that which has been budgeted for the purposes above cited.

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Diallyo Diggs  
Treasurer

**Comments from the Public**

P. Harvey: Stated that it would be help and beneficial to the community and the WMUA as far as attendance if we move the board meeting from 4:30 to 6:00. Also stated that Rowan University recently found lead in their water and asked we think we will have similar issues during our testing.

Cmmr. Turner: We are testing both the water going into the building as we are testing the water being collected during the lead sample. We are almost positive that the water going into the building will not have any lead in it so that would basically indicate that if any lead is found in the system it has to be in the schools piping.

**Motion to Adjourn**

Moved: Cmmr. Scott

Seconded: Cmmr. Sills

**Roll Call:** Cmmr. Turner Yes, Cmmr. Scott Yes, Cmmr. Green Yes, Cmmr Sills Yes, Cmmr. Evans Yes

