

# WILLINGBORO MUNICIPAL UTILITIES AUTHORITY

## Special Meeting Minutes

**March 30, 2017**

The meeting of the Willingboro Municipal Utilities Authority was held on Thursday, March 30, 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 (Absent), 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 (Absent).

Others attending: Andrew Weber, Executive Director, Russell Trice, Engineer, Rita Taliaferro, Office Manager, Emmanuel Stuppard, Director of Operations and Maintenance, and Yolanda Melville of Cooper Levenson.

### **Comments from the Public**

None

\*Cmmr. Walker arrived

### **Resolution 2017-3-30-1: Sample Collection and Testing Service Creation**

Moved: Cmmr. Scott

Seconded: Cmmr. Walker

**Roll Call:** Cmmr. Turner No, Cmmr. Scott Yes, Cmmr. Walker Yes, Cmmr Sills Yes, Cmmr. Evans Yes

## **RESOLUTION 2017-3-30-1**

### **Sample Collection and Testing Service Creation**

WHEREAS, the Willingboro Municipal Utilities Authority has the statutory authority to “provide for the public health and welfare” pursuant to N.J.S.A. 40:14B-20; AND

WHEREAS, the Willingboro Municipal Utilities Authority has the statutory authority to charge fees for services relating to the provision of water services deemed necessary to insure the safety of the public and protection of the water system pursuant to N.J.S.A. 40:14B-21; AND

WHEREAS, the Board of the Willingboro Municipal Utility Authority has determined that providing water sample collection and testing in our service area serves the public health and welfare by assisting the public and commercial entities in maintaining the quality of their particular water delivery system; AND

WHEREAS, water testing has become a pressing concern in our community and statewide and demand has increased for sample collection and water testing services from private entities interested in analyzing internal plumbing and water quality; AND

WHEREAS, the additional revenue from providing sample collection and testing services will benefit the residents of Willingboro by helping to maintain low water rates; AND

NOW, THEREFORE IT BE RESOLVED, that on this the 30<sup>th</sup> day of March 2017, the Willingboro Municipal Utility Authority will provide sample collection services to private entities and individuals within our service area.

BE IT FURTHER RESOLVED that all contracts for such services not covered by a previously established service charge will be evaluated by the Willingboro Municipal Utility Authority Solicitor.

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Carl Turner, Chairman

#### SECRETARY CERTIFICATION

I, Andrew Weber, Assistant Secretary of the Willingboro Municipal Utilities Authority hereby certify that the aforementioned resolution was duly adopted by

the Willingboro Municipal Utilities Authority at its special meeting held on March 30, 2017.

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Andrew Weber, Assistant Secretary

**Resolution 2017-3-30-2: Agreement Between Garfield Park Academy and Willingboro Municipal Utilities**

Moved: Cmmr. Walker

Seconded: Cmmr. Scott

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

**RESOLUTION 2017-3-30-2**

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

THIS AGREEMENT, made and effective this \_\_\_\_ day of \_\_\_\_\_, 2017 (“Effective Date”), between the Garfield Park Academy, a private school organized pursuant to the laws of the State of New Jersey with its principal office located at 24 Glenolden Lane, Willingboro, New Jersey 08046 (hereinafter referred to as the “ACADEMY”), and the Willingboro Municipal Utilities Authority, a body corporate and politic of the State of New Jersey, having its principal place of business at 433 John F. Kennedy Way, Willingboro, New Jersey 08046-2119 (hereinafter referred to as the “WMUA”). The ACADEMY and the WMUA are hereinafter collectively referred to as the “Parties” in the Agreement.

W I T N E S S E T H

WHEREAS, the ACADEMY is a New Jersey public school district, charter school, renaissance school, jointure commission, educational services commission, approved private school for students with disabilities acting under contract to provide educational services on behalf of New Jersey public school districts, State-funded early childcare facilities pursuant to N.J.A.C. 6A:13A, and receiving schools as defined by N.J.A.C. 6A:14-7.1(a).

WHEREAS, the State of New Jersey has required the ACADEMY to assure the availability of potable drinking water through sanitary means in school facilities or upon school grounds in accordance with the Safe Drinking Water Act, N.J.S.A. 58:12A-1 et seq., the rules promulgated pursuant thereto, N.J.A.C. 7:10 and 6A:26-6, Planning and Construction Standards for School Facilities. The ACADEMY is required to conduct lead sampling and analysis pursuant to the procedures established in N.J.A.C. 6A:26-12.4 in all drinking water outlets to which a student or staff member has or may have access, in each school facility, other facility, or temporary facility, as those terms are defined in N.J.A.C. 6A:26-12.4.

WHEREAS, the WMUA is public body created or organized pursuant to the Municipal and County Utilities Authorities Law, N.J.S.A. 40:14B-1, et seq., which is duly authorized to contract for services related to the testing of drinking water quality.

WHEREAS, the ACADEMY and the WMUA desire to enter into this Agreement for the testing of school drinking water quality, which shall be in accordance with the Safe Drinking Water Act, N.J.S.A. 58:12A-1 et seq., the rules promulgated pursuant thereto, N.J.A.C. 7:10 and 6A:26-6, Planning and Construction Standards for School Facilities, under the terms and conditions set forth in this Agreement herein.

NOW THEREFORE, for and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and intending to be legally bound, the Parties herein agree as follows:

## **1. General Requirements**

The WMUA agrees to:

- I. Collect water samples at two (2) locations (see **Exhibit A** attached).
- II. Review the floor plans for the two (2) locations.
- III. Develop a sampling plan from the floor plans for all two (2) locations indicating all water outlets used for drinking or the preparation of food.
- IV. 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.
- V. Present to the ACADEMY an analysis of the water system for all two (2) locations and provide written recommendations for improvements to the system.
- VI. Procure the services of a third-party certified laboratory responsible for all testing related to this Agreement.
- VII. Oversee the third-party certified 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 5 (“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:** Quality Assurance Project Plan (“QAPP”) and Testing Sampling Plan Development
  - a. The WMUA will develop and write the Quality Assurance Project Plan and Lead Drinking Water Sampling Plan.
- II. **Task 2:** Developing Sampling Document (Plumbing profile, floor plan)
  - a. The WMUA will perform the following duties:
    - i. Develop a plumbing profile for each facility.
    - ii. Develop 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.
  - b. Sampling procedure shall be created in accordance with a lead sampling plan pursuant to N.J.A.C. 6A:26-12.4(d)(1), which shall include:
    - i. The names and responsibilities of all individuals involved in sampling; and
    - ii. A plumbing survey for each facility that identifies how water enters and flows through each facility, the types of plumbing materials used in the facility, such as the service line, piping, solder, fixtures, drinking water outlets where students or staff have or may have access, and point of use treatment, such as drinking water filters.
- III. **Task 3:** Remedial Design, Coordination

- a. The WMUA will perform the following duties:
  - i. Assist with notification of non-compliant outlets.
  - ii. Assistance in evaluating testing results, and developing a remediation plan should lead be found in the water samples.
  - iii. 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 (40 1<sup>st</sup> Draw Sample only):

- a. The WMUA will complete the water sample process, inclusive of second sample for all non-compliance outlets.
- b. The sampling procedure will be subject to the following requirements pursuant to N.J.A.C. 6A:26-12.4(d)(1)(iii):
  - i. Samples shall be taken after water has sat, undisturbed in the school pipes for at least eight (8) hours but no more than forty-eight (48) hours before the sample is taken;
  - ii. At least eight (8) hours prior to sampling, signs shall be posted to indicate that water shall not be used and access to the buildings subject to the sampling shall be restricted to all but authorized staff members;
  - iii. Existing aerators, screens, and filters shall not be replaced or removed prior to or during sampling; and
  - iv. All samples shall be collected in pre-cleaned high-density polyethylene (HDPE) 250 milliliter (mL) wide-mouth single-use rigid sample containers that are properly labeled.

**V. Task 5:** Sampling Collection and Reporting (4 non-compliant flush sample)

- a. The WMUA will complete water sample process, inclusive of second sample for all non-compliant outlets.
- b. The sampling procedure will be subject to the following requirements pursuant to N.J.A.C. 6A:26-12.4(d)(1)(iii):
  - i. Samples shall be taken after water has sat, undisturbed in the school pipes for at least eight (8) hours but no more than forty-eight (48) hours before the sample is taken;
  - ii. At least eight (8) hours prior to sampling, signs shall be posted to indicate that water shall not be used and access to the buildings subject to the sampling shall be restricted to all but authorized staff members;
  - iii. Existing aerators, screens, and filters shall not be replaced or removed prior to or during sampling; and
  - iv. All samples shall be collected in pre-cleaned high-density polyethylene (HDPE) 250 milliliter (mL) wide-mouth single-use rigid sample containers that are properly labeled.

**VI. Task 6:** Laboratory Services (for 40 samples)

- a. The WMUA will comply with submission requirements of the QAPP/Sampling Plan and adhere to applicable chain-of-custody requirements.
- b. Pursuant to N.J.A.C. 6A:26-12.4(d)(2), analysis of samples shall be conducted as follows:
  - i. Analysis shall be conducted by a certified laboratory to analyze for lead in drinking water;
  - ii. The laboratory shall use an approved analytical method pursuant to the Federal Safe Drinking Water Act at 40 C.F.R. 141.23(k)(1); and
  - iii. Sample analysis shall be conducted in accordance with a QAPP, which shall be signed by the an authorized representative or designee of the ACADEMY, the certified laboratory, and an authorized representative or designee of the WMUA. The QAPP shall include the identification of analytical methods, chain-of-custody procedures, data validation and reporting processes, detection limits, reporting to three significant figures, field blanks, and quality control measures required by the certified method.

**VII. Task 7:** Laboratory Services for Non-Compliant Samples (10% Fail Rate):  
Submission as per QAPP/Sampling Plan and following chain-of-custody requirement.

- a. Pursuant to N.J.A.C. 6A:26-12.4(d)(2), analysis of samples shall be conducted as follows:
  - i. Ensure that analysis is conducted by a certified laboratory to analyze for lead in drinking water;
  - ii. Ensure that the certified laboratory uses an approved analytical method pursuant to the Federal Safe Drinking Water Act at 40 C.F.R. 141.23(k)(1); and
  - iii. Ensure that the Sample analysis is conducted by the certified laboratory in accordance with a QAPP, which shall be signed by an authorized representative or designee of the ACADEMY, the certified laboratory, and an authorized representative or designee of the WMUA. The QAPP shall include the identification of analytical methods, chain-of-custody procedures, data validation and reporting processes, detection limits, reporting to three significant figures, field blanks, and quality control measures required by the certified method.

The ACADEMY will be responsible for the following tasks:

- I. Assign an authorized representative or designee who will certify/verify the WMUA's completion of each task prior to issuing payment to the WMUA.
- II. Assign an authorized representative or designee to review and verify all final laboratory sampling results by the certified laboratory pursuant to N.J.A.C. 6A:26-12.4(e).
- III. Review and verify all final laboratory sampling results by the certified laboratory pursuant to N.J.A.C. 6A:26-12.4(e).

- IV. Conduct all reporting and/or notification requirements pursuant to N.J.A.C. 6A:26-12.4(e).
- V. Ensure continued testing of drinking water outlets as provided as necessary pursuant to N.J.A.C. 6A:26-12.4(f).
- VI. Submit annual documentation to the Department of Education, if necessary, that lead testing was completed in accordance with state and federal laws.
- VII. Apply for any additional exemptions and/or reimbursements required by the Department of Education, if necessary.

### **3. Duration of Contract**

The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement. This Agreement is not subject to renewal unless expressly the Parties agree to modify this Agreement in writing.

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

The terms of payment pursuant to this Agreement shall be as follows:

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 **\$3,700** if the WMUA's sampling requirements and the scope of services are not exceeded, as discussed below. Should the amount of services exceed \$3,700, 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. An authorized representative or designee of the ACADEMY shall verify the successful completion of each task prior to issuing payment to the WMUA.

- Task 1: \$ 750.00
- Task 2: \$ 750.00
- Task 3: \$ 0.00
- Task 4: \$ 1,000.00 (subject to the "Exceptions" referenced below)
- Task 5: \$ 100.00 (subject to the "Exceptions" referenced below)
- Task 6: \$ 1,000.00 (subject to the "Exceptions" referenced below)
- Task 7: \$ 100.00 (subject to the "Exceptions" referenced below)

**TOTAL \$ 3,700.00**

### **EXCEPTIONS**

- **TASK 4:** For any additional sampling in excess of 40, the ACADEMY will pay \$23 per outlet to the WMUA.
- **TASK 5:** For any additional sampling in excess of 40, the ACADEMY will pay \$23 per outlet to the WMUA. This value is estimated based upon a ten percent (10%) failure rate.



- **TASK 6 and TASK 7:** The amounts in Task 6 and Task 7 are estimated based upon a ten percent (10%) failure rate. For any sampling less than 40, the WMUA agrees to charge the ACADEMY for actual cost and not the estimated value. For any additional sampling in excess of 40, the Academy will pay \$25 per sample.

## **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 authorized designees. In the event the Superintendent and Executive Director or their authorized designees are unable to resolve any dispute arising under this Agreement, the Parties may pursue arbitration as set forth in this Agreement. 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.

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 for Dispute Resolution pursuant to Paragraph 5. 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 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 9 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.

## **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, Director of Operations  
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. Successors and Assignment; Third Party Beneficiaries.** This Agreement shall be binding and shall inure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement does not create, nor shall it be deemed to create any rights to any other party as a third party beneficiary.

**B. Severability.** In the event that one or more of the provisions of this Agreement shall for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intent of the Parties hereto that such illegality or invalidity shall not affect any other provisions hereof, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein unless a court of competent jurisdiction holds that such provisions are not severable from all other

provisions of the Agreement or that the deletion materially alters the substance of this Agreement.

- 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, together with all exhibits attached hereto, 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.
- E. **Amendment.** This Agreement may not be amended or modified for any reason without the express prior written consent of the Parties.
- F. **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 terms of this Agreement or to correct any inconsistent or ambiguous term hereof.
- G. **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 Agreement.
- H. **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.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized officers and have affixed their corporate seals the day and year first written above.

**GARFIELD PARK ACADEMY**

Attest:

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

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

\_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**WILLINGBORO MUNICIPAL  
UTILITIES AUTHORITY**

Attest:

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Special Resolution 2017-3-30-6: Congratulating Joeretha "Rita" Taliaferro on the Occasion of her Retirement from the Willingboro Municipal Utilities Authority and to Recognize her 30 years of Dedicating Service to the Residents of Willingboro Township**

Moved: Cmmr. Scott

Seconded: Cmmr. Walker

**Discussion**

All Members of the board showed there appreciation for Mrs. Rita

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

**Resolution 2017-3-30-4: Resolution Appointing Assistant Treasurer, Secretary and Assistant Secretary for the Willingboro Municipal Utilities Authority**

Moved: Cmmr. Sills

Seconded: Cmmr. Evans

**Discussion**

D. Diggs: Maurice Counts Assistant Secretary, JoAnna Walker Treasurer, Andrew Weber Secretary.

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

**RESOLUTION 2017 - 3-30-4**

**RESOLUTION APPOINTING ASSISTANT TREASURER, SECRETARY AND  
ASSISTANT SECRETARY FOR THE WILLINGBORO MUNICIPAL UTILITIES  
AUTHORITY**

WHEREAS there exists a need to appoint an Assistant Treasurer, Secretary and Assistant Treasurer for the Willingboro Municipal Utilities Authority due to the retirement of current assistant treasurer and administrative reorganization; and

WHEREAS, the following individuals have been deemed qualified to fulfil the positions and are currently employed by the WMUA

NOW, THEREFORE, BE IT RESOLVED by the Willingboro Municipal Utilities Authority Board of Directors as follows:

1. That Joanna Walker is hereby appointed to the position of Assistant Treasurer for the Willingboro Municipal Utilities Authority ("WMUA") for a term of three years Ending January 30, 2020 or until Joanna Walker is no longer employed by the WMUA whichever occurs first.
2. That Andrew Weber is hereby appointed to the position of Secretary for the Willingboro Municipal Utilities Authority ("WMUA") for a term of three years Ending January 30, 2020 or until Andrew Weber is no longer employed by the WMUA whichever occurs first.
3. That Maurice Counts is hereby appointed to the position of Assistant Secretary for the Willingboro Municipal Utilities Authority ("WMUA") for a term of three years Ending January 30, 2020 or until Maurice Counts is no longer employed by the WMUA whichever occurs first.
4. This resolution shall take effect immediately upon adoption.
5. This resolution be made a part of the minutes of this public meeting.

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Chairman

ATTEST:

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Secretary

**Approve Resolution 2017-3-30-5: Authorizing Sale of Surplus Property As Amended**

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 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

**RESOLUTION 2017-3-30-5**

**AUTHORIZING SALE OF SURPLUS PROPERTY**

WHEREAS, the Willingboro Municipal Utilities Authority has determined that certain assets owned by this Authority are no longer needed, and

WHEREAS, NJSA 40A:11-36 provides for the manner and method of sale or other disposition of public property, and

WHEREAS, a Notice of Sale of Surplus Property will be advertised in the Burlington County Times and/or on Gov Deals.

NOW, THEREFORE, BE IT RESOLVED by the Willingboro Municipal Utilities Authority assembled in regular session this 30th day of March, 2017 that:

1. The following property shall be sold:

A. Approximately 1,500 retired water meters.

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, Chairman

ATTEST:

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Andrew Weber, Assistant Secretary

**Motion to Exit 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 Follow Staff Recommendation for Resolution 2017-3-30-3: Professional Service Appointments**

Moved: Cmmr. Walker

Seconded: Cmmr. Sills

**Roll Call:** Cmmr. Turner Yes, Cmmr. Scott No, Cmmr. Walker Yes, Cmmr Sills No, Cmmr. Evans Yes

**RESOLUTION 2017-3-30-3**

**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 15<sup>th</sup> day of February 2017 at the John F. Kennedy Center Willingboro, New Jersey that the following appointments be made:

Special Project Engineer: CME Consulting & Municipal Engineers

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:

Consulting Engineer not to exceed \$600,000.00 per annum

Special Project Engineer: not to exceed \$150,000.00 per annum

3. The Executive Director is hereby authorized to execute the contracts on behalf of the Authority.
4. 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...
5. 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

**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. Sills

Seconded: Cmmr. Scott

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

**Motion to Follow Staff Recommendation for Supervisors to Carry Beepers**

Moved: Cmmr. Evans

Seconded: Cmmr. Scott

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

**Motion to Follow Staff Recommendation to Pay Overtime for Lead Testing**

Moved: Cmmr. Sills

Seconded: Cmmr. Scott

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

**Motion to Pay Tree Claim**

Moved: Cmmr. Sills

Seconded: Cmmr. Scott

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

**Motion to Approve Payment to Service Master**

Moved: Cmmr. Scott

Seconded: Cmmr. Sills

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

**Motion to Accept Recommendation of Council to Negotiate Settlement with Victory Church**

Moved: Cmmr. Scott

Seconded: Cmmr. Sills

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

**Motion to Adjourn**

Moved: Cmmr. Evans

Seconded: Cmmr. Sills

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

