

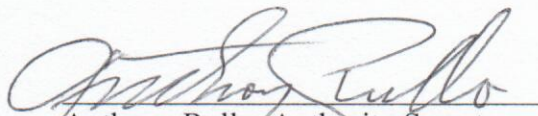
CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY

RESOLUTION 2014-10

INCREASE IN CONNECTION FEE

WHEREAS, the Carneys Point Township Sewerage Authority has determined the need to increase the Connection Fee.

NOW BE IT THEREFORE RESOLVED, which the Carneys Point Township Sewerage Authority hereby amends its Schedule of Rates with an increase in the Connection Fee to \$4445.00 to take effect April 1, 2014.


Anthony Rullo, Authority Secretary

3-18-2014
Date

Committee	Moved	Seconded	Y	N	Abstain	Absent
Rullo			X			
Reed		X	X			
Racite			X			
Graham	X		X			
Gatanis				X		

CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY

RESOLUTION 2014-11

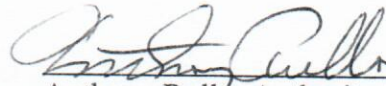
MEMBER PARTICIPATION IN A COOPERATIVE PRICING SYSTEM

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

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

WHEREAS, on May 26, 2014 the governing body of the Carneys Point Township Sewerage Authority, County of Salem, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

NOW BE IT RESOLVED as follows: Pursuant to the provisions of N.J.S.A. 40A:11-11(5), the Carneys Point Township Sewerage Authority is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.


Anthony Rullo, Authority Secretary

4/11/14
Date

Committee	Moved	Seconded	Y	N	Abstain	Absent
Rullo	✓		✓			
Reed		✓	✓			
Racite			✓			
Graham			✓			
Gatanis			✓			

**COOPERATIVE PRICING AGREEMENT BETWEEN THE
COUNTY OF SALEM AND THE CARNEYS POINT SEWERAGE AUTHORITY**

THIS AGREEMENT, made and entered into this 11th day of MAY, 2014, by and between the County of Salem, hereinafter referred to as the "Lead Agency" and the CARNEYS POINT SEWERAGE AUTHORITY hereinafter referred to as the "Participating Contracting Unit", who desire to participate in the Salem County Cooperative Pricing System – 75SCCPS.

WITNESSETH

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

WHEREAS, the County of Salem is conducting a voluntary Cooperative Pricing System with other contracting units located in the County of Salem, utilizing the administrative purchasing facilities of the County of Salem; and this Cooperative Pricing Agreement is to effect substantial economies in the purchase of work, materials, and supplies; and

WHEREAS, all parties hereto have approved the within Agreement either by Ordinance or Resolution, as appropriate, in accordance with the aforesaid Statute; and

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

NOW, THEREFORE, in consideration of the premises and of the covenants, terms, and conditions hereafter set forth, it is mutually agreed as follows:

1. The work, materials, or supplies to be priced cooperatively may include:
 - a. Computer Supplies and Accessories
 - b. Highway/Road Maintenance Supplies
 - c. Office Supplies
 - d. Rock Salt
 - e. Road Sand
 - f. Janitorial/Cleaning Supplies

and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis.

2. The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing May 26, 2014 and terminating May 25, 2019.

3. The Lead Agency, on behalf of all participating contracting units, at the beginning of participation in the Cooperative Pricing System, and on the Anniversary of the registration of the System, shall publish a legal ad in such format as required by N.J.A.C. 5:34-7.9(a) in its official newspaper normally used for such purposes by it to include such information as:
 - a. the name of the Lead Agency soliciting competitive bids or informal quotations, and
 - b. the address and telephone number of the Lead Agency, and
 - c. the State Identification Code for the Cooperative Pricing Agreement, and
 - d. the expiration date of the Cooperative Pricing System.
4. Each of the participating contracting units shall designate, in writing, to the Lead Agency, the items to be purchased and indicate therein the approximate quantities desired, the location for delivery and other requirements, to permit the preparation and filing of specifications as provided by law.
5. The specifications shall be prepared and approved by the Lead Agency and filed as required by law, and no changes shall thereafter be made except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.
6. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be prepared by the Lead Agency on behalf of all the participating contracting units desiring to purchase any item.
7. The Lead Agency when advertising for bids or soliciting informal quotations shall receive bids or quotations on behalf of all the participating contracting units. Following the receipt of bids, the Lead Agency shall review said bids and on behalf of all participating contracting units, either reject all or certain bids, or make one award to the lowest responsible bidder or bidders for each separate item. This award shall result in the Lead Agency entering into a Master Contract with the successful bidder(s) providing for two categories of purchases:
 - a. the quantities ordered for the Lead Agency's own needs, and
 - b. the estimated aggregate quantities to be ordered by other participating contracting units by separate contract, subject to specifications and prices set forth in the Lead Agency's Master Contract.
8. The Lead Agency shall enter into a formal written contract(s) directly with the successful bidder(s) only after it has certified the funds available for its own needs.
9. Each participating contracting unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to the successful vendor(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful vendor(s);

- make payment directly to the successful vendor(s); and be responsible for any tax liability.
10. No participating contracting unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other participating contracting unit. Each participating contracting unit shall accordingly be liable only for its own performance and for items ordered and received by it, and none assumes any additional responsibility or liability.
 11. The provisions of paragraphs 7, 8, 9, and 10 above shall be quoted or referred to and sufficiently described in all specifications so that bidders shall be on notice as to the respective responsibilities and liabilities of the participating contracting units.
 12. No participating contracting unit in the Cooperative Pricing System shall issue a purchase order or contract for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids or quotations which it has itself received.
 13. The Lead Agency reserves the right to exclude from consideration any good or service if, in its opinion, the pooling of the purchasing requirements or needs of the participating contracting units is either not beneficial or not workable.
 14. The Lead Agency shall not appropriate sufficient funds to enable it to perform the administrative responsibilities assumed pursuant to this Agreement.
 15. No participating contracting unit may be a participating contracting unit under this contract and either a Lead Agency or participating contracting unit under another Cooperative Pricing Agreement with respect to work, materials, or supplies included under this contract (paragraph 1 above) and any additions thereto. Nothing under this agreement shall prevent or prohibit a participating contracting unit from purchasing items under the New Jersey State Contract or from purchasing items as a participating contracting unit under another Cooperative Pricing Agreement for items not covered by this contract. If a participating contracting unit does become a lead agency or participating contracting unit with another Cooperative Pricing Agreement with items in conflict with this Agreement then the Lead Agency may terminate that participating contracting unit from this contract upon appropriate notice.
 16. The Lead Agency has the right to terminate this Agreement with a participating contracting unit if it appears that the participating contracting unit is not availing itself of the benefits of the Cooperative Pricing Agreement and if the notices required become burdensome to the Lead Agency.
 17. This Agreement shall become effective on May 26, 2014 subject to the review and approval of the Director of the Division of Local Government Services for the State of New Jersey and shall continue in effect for a period not to exceed five (5)

years from said date unless any party to this Agreement shall give written notice of its intention to terminate participation.

18. All records and documents maintained or utilized pursuant to the terms of this Agreement shall be identified by the System Identifier assigned by the Director of the Division of Local Government Services, and such other numbers as are assigned by the Lead Agency for purposes of identifying each contract and item awarded.
19. It is further agreed that the Lead Agency shall execute separate copies of this Agreement with the participating contracting units, all of which copies shall be deemed to be one single contract.
20. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

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

FOR THE LEAD AGENCY:

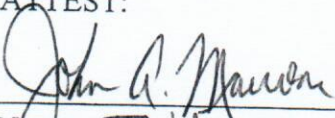
ATTEST:

Kevin Crouch, Clerk of the Board

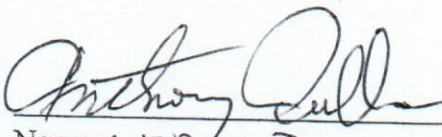
Julie A. Acton, Freeholder Director

FOR THE CONTRACTING UNIT:

ATTEST:



Name: JOHN A. MACCINI
Title: Clerk



Name: ANTHONY BULLO
Title: SECRETARY

THE CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY

RESOLUTION NO. 2014-12

**RESOLUTION OF THE CARNEYS POINT TOWNSHIP
SEWERAGE AUTHORITY EXPRESSING ITS INTENTION
TO REIMBURSE ITSELF FOR CERTAIN EXPENDITURES
RELATING TO THE AUTHORITY'S CAPITAL
IMPROVEMENT PROGRAM OUT OF THE PROCEEDS OF
BONDS OR OTHER OBLIGATIONS TO BE HEREAFTER
ISSUED BY THE AUTHORITY**

BACKGROUND

WHEREAS, The Carneys Point Township Sewerage Authority ("Authority") is a public body corporate and politic organized and existing pursuant to the Sewerage Authorities Law of New Jersey, constituting Chapter 138 of the Pamphlet Laws of 1946 of the State of New Jersey, and the acts amendatory thereof and supplemental thereto (N.J.S.A. 40:14A-1 et seq.) ("Act") and created by virtue of an ordinance of the governing body of the Township of Carneys Point, New Jersey ("Township") duly adopted on March 4, 1959; and

WHEREAS, the Authority is the owner and operator of sewerage facilities ("System"); and

WHEREAS, the Authority has determined to undertake a capital improvement project consisting of reconstruction and repairs to the System, including the sewer line replacement at Hollywood Avenue and reconstruction of certain sewer mains, all as more particularly described in the information prepared in connection therewith by the Authority's Consulting Engineer, on file and available for inspection in the offices of the Authority (collectively, the "Project"); and

WHEREAS, the Authority intends to incur expenditures for the costs of engineering, obtaining various permits and approvals, and preparation, design, planning, acquisition and installation of the Project including, without limitation, expenditures to certain of its consultants, engineers, attorneys and others for services rendered in connection with the Project (collectively, the "Project Costs"); and

WHEREAS, the Authority intends to pay such expenditures using temporarily available funds in anticipation of reimbursing such expenditures from the proceeds of bonds or other obligations hereafter issued by the Authority in the aggregate principal amount of up to \$1,000,000 ("Project Debt Obligations"); and

WHEREAS, in accordance with the requirements of the Internal Revenue Code of 1986, as amended ("Code"), and the regulations promulgated thereunder including, without limitation, Income Tax Regulation §1.150-2(e), the Authority now desires to express its intention to reimburse itself for such expenditures out of the proceeds of the Project Debt Obligations.

NOW, THEREFORE, BE IT RESOLVED BY THE CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY AND THE MEMBERS THEREOF, AS FOLLOWS:

Section 1. The Authority hereby declares its reasonable expectation to reimburse the expenditures paid by the Authority to pay the Project Costs prior to the date of issuance of the Project Debt Obligations including, without limitation, expenditures to certain of its consultants, engineers, attorneys and others for services rendered in connection with the Project, out of the proceeds of the Project Debt Obligations which are to be issued by the Authority after the date of this Resolution.

Section 2. The Authority intends that the expenditures made by or on behalf of the Authority with respect to the Project are to be permanently financed with the proceeds of the Project Debt Obligations.

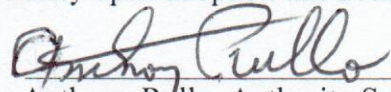
Section 3. The expenditures to be incurred by the Authority to pay the costs of the Project prior to the date of issuance of the Project Debt Obligations will initially be paid from Authority funds which are not permanently available for the Project.

Section 4. This Resolution is to be retained by the Authority and made publicly available for inspection at the offices of the Authority from the date hereof through the date of issuance of the Project Debt Obligations.

Section 5. The appropriate Authority officials are hereby authorized to designate the "original expenditures" in a written "reimbursement allocation", within the meaning of Income Tax Regulation §1.150-2(c)(2), that evidences the Authority's use of proceeds to reimburse an original expenditure on the date of issue of the Project Debt Obligations.

Section 6. All resolutions, or parts thereof, inconsistent herewith are hereby rescinded and repealed to the extent of any such inconsistency.

Section 7. This resolution shall take effect immediately upon adoption this 20th day of May, 2014.


 Anthony Rullo, Authority Secretary

Committee	Moved	Seconded	Y	N	Abstain	Absent
Rullo		X	X			
Reed			X			
Racite			X			
Graham			X			
Gatanis	X		X			

**CARNEYS POINT SEWERAGE AUTHORITY
RESOLUTION 2014-13
Annual Audit Report**

WHEREAS, N.J.S.A. 40A:5A-15 requires the governing body of each local authority to cause an annual audit of its accounts to be made, and

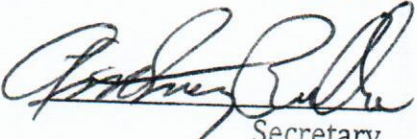
WHEREAS, the audit report for the fiscal year ended November 30, 2013 has been completed and filed with the State of New Jersey Department of Community Affairs, Division of Local Government Services pursuant to N.J.S.A. 40A:5A-15, and

WHEREAS, N.J.S.A. 40A:5A-17 requires the governing body of each authority to, within 45 days of receipt of the annual audit, certify by resolution to the Local Finance Board that each member thereof has personally reviewed the annual audit report, and specifically the sections of the audit report entitled "General Comments" and "Recommendations", in accordance with N.J.S.A. 40A:5A-17,

NOW, THEREFORE BE IT RESOLVED, that the governing body of the Carneys Point Township Sewerage Authority hereby certifies to the Local Finance Board of the State of New Jersey that each governing body member has personally reviewed the annual audit report for the fiscal year ended November 30, 2013, and specifically has reviewed the sections of the audit report entitled "General Comments and Recommendations", and has evidenced same by group affidavit in the form prescribed by the Local Finance Board.

BE IT FURTHER RESOLVED, that the secretary of the authority is hereby directed to promptly submit to the Local Finance Board the aforesaid group affidavit, accompanied by a certified true copy of this resolution.

IT IS HEREBY CERTIFIED THAT THIS IS A TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING HELD ON JUNE 17, 2014.


Secretary

Committee	Moved	Seconded	Y	N	Abstain	Absent
Rullo		✓	✓			
Reed	✓		✓			
Racite			✓			
Graham			✓			
Gatanis			✓			

THE CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY

RESOLUTION NO. 2014-14

**RESOLUTION OF THE CARNEYS POINT TOWNSHIP
SEWERAGE AUTHORITY, AUTHORIZING THE
SUBMISSION OF AN APPLICATION TO THE NEW
JERSEY LOCAL FINANCE BOARD PURSUANT TO
N.J.S.A. 40A:5A-6**

BACKGROUND

WHEREAS, The Carneys Point Township Sewerage Authority ("Authority") desires to make application to the New Jersey Local Finance Board for its review and/or approval of the Authority's Project Notes, Series 2014, pursuant to *N.J.S.A. 40A:5A-6*, in a principal amount not to exceed \$1,000,000; and

WHEREAS, the Authority believes:

- (a) it is in the public interest to accomplish such purpose;
- (b) said purpose or improvements are for the health, welfare, convenience or betterment of the inhabitants of the constituent municipalities served by the Authority;
- (c) the amounts to be expended for said purpose or improvements are not unreasonable or exorbitant; and
- (d) the proposal is an efficient and feasible means of providing services for the needs of the inhabitants of the constituent municipalities served by the Authority and will not create an undue financial burden to be placed upon the Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY AND THE MEMBERS THEREOF, AS FOLLOWS:

Section 1. The application to the New Jersey Local Finance Board is hereby approved, and the Authority's Chairman, Vice Chairman, Treasurer, Secretary, Bond Counsel, Consulting Engineer, Solicitor and Auditor along with other representatives of the Authority, are hereby authorized to prepare such application and to represent the Authority in matters pertaining thereto.

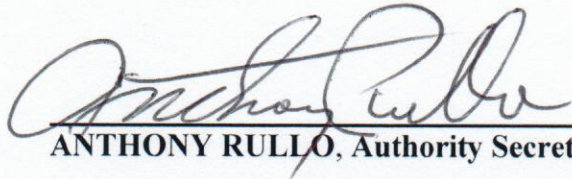
Section 2. The Authority Secretary is hereby directed to prepare and file a copy of this resolution with the New Jersey Local Finance Board as part of such application.

Section 3. The New Jersey Local Finance Board is hereby respectfully requested to consider such application and to record its findings, recommendations and/or approvals as provided by the applicable New Jersey law.

Recorded Vote

Committee	Moved	Seconded	Y	N	Abstain	Absent
Rullo		✓	✓			
Reed	✓		✓			
Racite			✓			
Graham			✓			
Gatanis			✓			

The foregoing is a true copy of a resolution adopted by the Authority on June 17, 2014.



ANTHONY RULLO, Authority Secretary



(PART I)

ID# _____

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
LOCAL FINANCE BOARD
APPLICATION CERTIFICATION

Applicant's Name: The Carneys Point Township Sewerage Authority ("Authority")

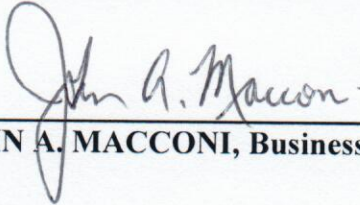
I, John A. Macconi, Business Manager of the Authority

DO HEREBY DECLARE:

That the documents submitted herewith and the statements herein are true to the best of my knowledge and belief; and

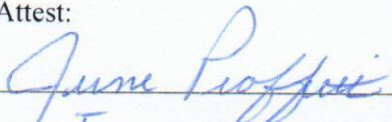
That this application was considered and its submission to the Local Finance Board approved by the governing body of the Authority on June 17, 2014; and

That the governing body of the Authority has notified each participating local unit of its submission of this application to the Local Finance Board and has made available to each, a true copy of this application.



JOHN A. MACCONI, Business Manager

Attest:



June 18, 2014

(date)

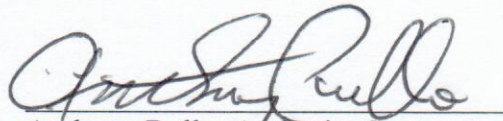
CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY

RESOLUTION 2014-15

PERMANENT LABORER APPOINTMENTS

WHEREAS, the Carneys Point Township Sewerage Authority has determined the need to permanently appoint Barry Whitehead and Kevin Zeigler to Plant Operators.

BE IT RESOLVED, that the Carneys Point Township Sewerage Authority do hereby appoint **Barry Whitehead and Kevin Zeigler** as permanent plant operators at the sewerage plant. This appointment will become effective August 1, 2014. The starting hourly rate for both employees will be \$16.56 according to the Teamsters Local Union No. 676 contract.


Anthony Rullo, Authority Secretary

6-15-14
Date

Committee	Moved	Seconded	Y	N	Abstain	Absent
Rullo		✓	✓			
Reed			✓			
Racite			✓			
Graham	✓		✓			
Gatanis						✓

RESOLUTION 2014-16

CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY

RELEASING MAINTENANCE BOND NUMBER 5947942-A
DATED AUGUST 5, 2003 IN THE AMOUNT OF \$22,770.75
IN FAVOR OF THE CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY
BY SAFECO INSURANCE COMPANY OF AMERICA

WHEREAS, Lakeview Woods, LLC is the developer of Lakeview Woods Development in Carneys Point Township, Salem County, New Jersey, which required new sewer service to be constructed; and

WHEREAS, a maintenance bond was required after the sewer service improvements were completed; and

WHEREAS, Safeco Insurance Company of America issued said bond in the amount of \$22,770.75 to ensure that improvements once installed were properly operating and would be suitably maintained for a period of two (2) years from the date said improvements were accepted by the Carneys Point Township Sewerage Authority; and

WHEREAS, said improvements were properly installed and duly accepted by the Carneys Point Township Sewerage Authority; and

WHEREAS, it has been more than two (2) years from the date said improvements were accepted.

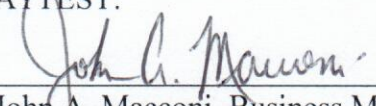
NOW, THEREFORE, BE IT RESOLVED, by the Carneys Point Township Sewerage Authority that the aforesaid bond number 5947942-A be and is hereby discharged and of no further force and effect.

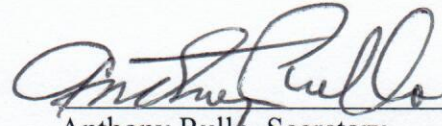
Recorded vote

Name	Aye	No	Abstain	Absent
Dr. Joseph F. Racite	✓			
Dr. Albert Graham	✓			
Paul Reed	✓			
Anthony Rullo	✓			
Richard Gatanis				✓

The foregoing is a true copy of a resolution adopted by the Carneys Point Township Sewerage Authority on July 15, 2014.

ATTEST:


John A. Macconi, Business Mgr


Anthony Rullo, Secretary