

CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY

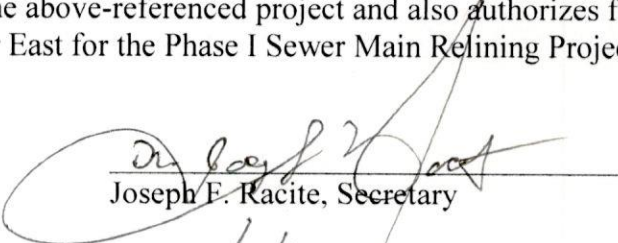
RESOLUTION 2016-1

**APPROVING CHANGE ORDER FOR PHASE 1 SEWER MAIN RELINING PROJECT
AND AUTHORIZING FINAL PAYMENT TO AM LINER EAST**

WHEREAS, the Carneys Point Township Sewerage Authority Engineer Sickels & Associates has recommended approval of Change Order No. 1 and final payment to AM Liner East (see attached letters) regarding the Phase 1 Sewer Main Relining Project; and

WHEREAS, the change order will decrease the Contract by \$83,358.50 making the Contract total \$594,258.50, and with approval of this change order the final payment to the Contractor (AM Liner East) will be \$58,925.17;

THEREFORE BE IT RESOLVED, that the Carneys Point Township Sewerage Authority authorizes Change Order No.1 for the above-referenced project and also authorizes final payment of \$58,925.17 to AM Liner East for the Phase I Sewer Main Relining Project.



Joseph E. Racite, Secretary

1/20/16

Date

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

January 14, 2016

Carneys Point Township Sewerage Authority
Municipal Building
303 Harding Highway
Carneys Point, New Jersey 08069

Attention: Chairman & Board

Reference: Change Order No. 1
Phase 1 Sewer Main Relining and Manhole Cleaning Revised
Contractor: AM-Liner East, Inc.
Contract No. 4-2013
S&A File No. CPSA-115

Dear Mr. Chairman & Board:

Please find enclosed four (4) original copies of Change Order No. 1 requiring execution and approval by the Authority. We respectfully request that this item be placed on the agenda for approval at the next available Authority meeting.

The Change Order reflects the asbuilt quantities for material/services that were deducted and/or added during the construction of this project (See attached Contract Change Order Form). This Change Order will decrease the Contract by \$83,358.50. The Contract total is \$594,258.50.

Upon execution of the Change Order, the Authority shall retain two (2) original copies for your files and forward two (2) original copies to this office. We will forward one (1) original copy to the Contractor under separate cover. The remaining original copy will be retained for our records.

If you have any questions regarding this matter, please contact this office.

Very truly yours,

SICKELS & ASSOCIATES, INC.



Erik K. Biermann, P.E., C.M.E.
Senior Engineer

Enclosure

Copy To: Jay Todd, Business Manager, w/enclosure
Adam Telsey, Esq., CPTSA Solicitor, w/enclosure
Olen All, AM-Liner East, Inc., w/enclosure
David Roché, Construction Manager, Sickels & Associates, Inc., w/enclosure

CONTRACT CHANGE ORDER

ORDER NO.	1
DATE:	January 14, 2016
STATE:	New Jersey
COUNTY:	Salem

CONTRACT FOR: Phase 1 Sewer Main Relining and Manhole Cleaning

OWNER: Carneys Point Township Sewerage Authority

TO: AM-Liner East, Inc.

You are hereby requested to comply with the following changes from the contract plans and specifications.

ITEM NO.	Description of Changes (Supplemental Plans & Specifications Attached)	Unit Cost	Bid Quantity	Revised/Final Quantity	Change in Contract Price
Base					
2A	In-Situ Lining of 6" Sanitary Sewer	\$ 48.10	2600 LF	1,945	(\$31,505.50)
2B	In-Situ Lining of 6" Sanitary Sewer	\$ 40.30	3750 LF	3,719	(\$1,249.30)
2C	In-Situ Lining of 6" Sanitary Sewer	\$ 61.10	600 LF	711	\$6,782.10
2D	In-Situ Lining of 6" Sanitary Sewer	\$ 68.90	3800 LF	2,996	(\$55,395.60)
2E	Reconnect and Re-Establish Service Laterals	\$ 389.40	200 EA	107	(\$36,214.20)
3	General Cleaning and Inspection of Manholes	\$ 94.40	90 EA	50	(\$3,776.00)
4	Contingency	\$10,000.00	1 LS	0	(\$10,000.00)
Supplemental Items					
	Seal Lateral Connection	\$ 5,000.00	EA	4	\$20,000.00
	Point Repair MH 78 to MH 66	\$28,000.00	LS	1	\$28,000.00
TOTAL					(\$83,358.50)
NET CHANGE IN CONTRACT PRICE					(\$83,358.50)

JUSTIFICATION: The Change Order reflects the asbuilt quantities for material/services that were deducted and/or added during the construction of the project.

The amount of the Contract will be decreased by the sum of: Eighty Three Thousand Three Hundred Fifty Eight Dollars and Fifty Cents ----- (\$83,358.50)

The Contract Total Including this & Previous Change Orders will be: Five Hundred Ninty Four Thousand Two Hundred Fifty Eight Dollars and Fifty Cents ----- (\$594,258.50)

The Contract Period Provided for Completion will be: Unchanged.

This document will become a supplement to the Contract and all provisions will apply hereto.

Requested by: Contractor) - Mel Willett - Vice President - AM-LINER EAST, INC.	Date: January 15, 2016
Recommended by: Engineer) <i>[Signature]</i>	Date: 1-18-16
Accepted by: Authority)	Date:

January 14, 2016

Carneys Point Township Sewerage Authority
Municipal Building
303 Harding Highway
Carneys Point, New Jersey 08069

Attention: Chairman & Board

Reference: Final Payment No. 3
Phase 1 Sewer Main Relining and Manhole Cleaning Revised
Contractor: AM-Liner East, Inc.
Contract No. 4-2013
S&A File No. CPSA-115

Dear Mr. Chairman & Board Members:

Please be advised that all work for the above referenced project has been completed as required per the Bid Specifications. This has been confirmed with both Professional Consulting, Inc. (PCI) and Authority operations staff. The Contract was awarded to AM-Liner East, Inc. of Berryville, Virginia in an amount not to exceed \$677,617.00. Upon completion of the construction of the project, Change Order No. 1 was needed to adjust the final as-built quantities that were necessary/not necessary and additional items of work needed for the proper completion of the Contract that resulted in a reduction in the Contract Amount of \$83,358.50. The final revised Contract Amount is \$594,258.50.

Enclosed please find a copy of the request for payment, dated January 14, 2016, as prepared by AM-Liner East, Inc. The Contractor is requesting final payment in the amount of \$58,925.17.

As noted our office has received confirmation from PCI and Authority Staff of completion of the work and the as-built quantities requested for payment. The work was completed and finished in 2014 and certified payrolls have been submitted to our office and have been enclosed herein. In addition we have received the Contractor's releases for substantial payment and final payment and a signed statement from Ricky Slade Construction, Inc. that they have no liens on the Contractor or the Authority. The Contractor is therefore requesting payment for the balance of the work including sealing of four lateral connections, a point repair, and retainage. **Based upon the above, our office is recommending payment in the amount of \$58,925.17 contingent upon the approval of Change Order No. 1.**

All of the above items are shown on the attached spreadsheet entitled "Application and Certification for Payment", Application No. 3 dated January 14, 2016. This reflects our recommendation for payment:

Original Contract Amount	\$677,617.00
Change Order No. 1 Amount.....	\$(83,358.50)
Revised Contract Amount	\$594,258.50
Cost of work completed and verified to date.....	\$594,258.50
Retainage (2%)	\$0.00
Amount previously paid	\$535,333.33
Amount recommended this payment.....	\$ 58,925.17

Reference: **Final Payment No. 3**
Phase 1 Sewer Main Relining and Manhole Cleaning Revised
Contractor: AM-Liner East, Inc.
Contract No. 4-2013
S&A File No. CPSA-115

It should be noted that in accordance with the recommendation by PCI a one (1) year maintenance bond is required for the project and the effective date was to be January 1, 2015. The expiration date would have been January 1, 2016. Since the project is complete and has been covered by the performance bond for the full duration of what would have been the maintenance period it is our recommendation that the maintenance bond requirement be waived by the Authority and that upon receipt of all project releases and required closeout documentation that the performance bond be released.

At this time, we would request that the necessary resolution be prepared to release the Performance Bond and waive the Maintenance Bond requirement.

We respectfully request this item be placed on the agenda for approval at the next available Authority meeting.

If you have any questions relative to the above, please contact this office.

Very truly yours,

SICKELS & ASSOCIATES, INC.



Erik Biermann, PE, CME
Senior Engineer

Enclosures: Payment Application
Substantial Completion Release
Final Completion Release
Certified Payrolls
Statement by Ricky Slade Construction, Inc.

Copy To: Jay Todd, Business Manager, w/enclosure
Adam Telsey, Esq., CPTSA Solicitor, w/enclosure
Olen All, AM-Liner East, Inc., w/enclosure
David Roché, Construction Manager, Sickels & Associates, Inc., w/enclosure

PAGE _____ OF _____ PAGES

DISTRIBUTION TO: OWNER ARCHITECT CONTRACTOR

PROJECT NO: _____ CONTRACT DATE: _____

CONTRACT NO: #3 plus Retainage

PROJECT: Ph.I Sewer Main Relining and Manhole Cleaning Revised

VIA ENGINEER: Professional Consulting, Inc.
Octagon 10 Office Center
1719 Route 10, Suite 314
Parsippany, New Jersey 07054

CONTRACT: 4-2013

PROJECT: Ph.I Sewer Main Relining and Manhole Cleaning Revised

TO OWNER: City of Point Township Sewerage Authority

FROM CONTRACTOR: AM-Liner East, Inc.
601 Jack Enders Blvd
Berryville, Virginia 22611

CONTRACT FOR: _____

CONTRACTOR'S APPLICATION FOR PAYMENT

The undersigned Contractor certifies that to the best of the Contractor's knowledge,

information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

1. ORIGINAL CONTRACT SUM BASE YEAR \$ 677,617.00

2. Net change by Change Orders \$ (83,358.50)

3. CONTRACT SUM TO DATE (Line 1 +/- Line 2) \$ 594,258.50

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 594,258.50

5. RETAINAGE:

a. 2% of Completed Work \$ 594,258.50

b. 0% of Store Material \$ -

Completed Work To Date

Stored Materials To Date

Total Retainage (Lines 5a + 5b) \$ -

6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total) \$ 594,258.50

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) \$ 535,333.33

8. CURRENT PAYMENT DUE \$ 58,925.17

9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) \$ -

AMOUNT CERTIFIED \$ 58,925.17

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:  Date: 1-18-16

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the prejudice to any rights of the Owner or Contractor under this Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006-5292

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
	\$ 54,782.10	\$ 138,140.60
TOTALS	\$ 54,782.10	

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

OWNER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AIA DOCUMENT G702, APPLICATION AND CERTIFICATE FOR PAYMENT, CONTAINING CONTRACTOR'S SIGNED CERTIFICATION IS ATTACHED.
 IN TABULATION BELOW, AMOUNTS ARE STATED TO THE NEAREST DOLLAR.
 USE COLUMN I ON CONTRACTS WHERE VARIABLE RETAINAGE FOR LINE ITEMS MAY APPLY.

APPLICATION NUMBER: 3 plus retainage
 APPLICATION DATE: 12/22/2014
 PERIOD TO: Thru December 2014
 ARCHITECT'S PROJECT NO: WKD#90652.50

A ITEM NO.	B DESCRIPTION OF WORK	C QUANTITY	D SCHEDULED VALUE	E WORK COMPLETED FROM PREVIOUS APPLICATION (D+E)	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (C-G)	I RETAINAGE 2%
1	Insurance, Bonds, Permits & Temporary Construction	1.00	\$ 6,576.00	1.00		\$ 6,576.00	\$ -	\$ -
2A	In-Situ Lining of 6" Sanitary Sewer	1,945.00	\$ 93,554.50	1,945.00		\$ 93,554.50	\$ -	\$ -
2B	In-Situ Lining of 8" Sanitary Sewer	3,719.00	\$ 149,875.70	3,719.00		\$ 149,875.70	\$ -	\$ -
2C	In-Situ Lining of 12" Sanitary Sewer	711.00	\$ 43,442.10	711.00		\$ 43,442.10	\$ -	\$ -
2D	In-Situ Lining of 15" Sanitary Sewer	2,996.00	\$ 206,424.40	2,996.00		\$ 206,424.40	\$ -	\$ -
2E	Reconnect or Re-Establish Service Laterals	107.00	\$ 41,665.80	107.00		\$ 41,665.80	\$ -	\$ -
3	General Cleaning and Inspection of Manholes	50.00	\$ 94.40	50.00		\$ 94.40	\$ -	\$ -
4	Contingency	-	\$ 10,000.00			\$ -	\$ -	\$ -
S1	Seal Lateral Connection	4 EA	\$ 5,000.00			\$ -	\$ -	\$ -
S2	Point Repair MH 78 to MH 66	1 LS	\$ 28,000.00			\$ -	\$ -	\$ -
			\$ 594,258.50			\$ 594,258.50	\$ -	\$ -

AIA DOCUMENT G703 - APPLICATION AND CERTIFICATE FOR PAYMENT - MAY 1983 EDITION - AIA-C-1983
 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20008

100%

G703-1983

DOCUMENT 00630 - SUBSTANTIAL COMPLETION RELEASE
FOR CONTRACT NO. 4-2013
CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY
PHASE 1-SEWER MAIN RELINING AND MANHOLE CLEANING REVISED

This Release, dated JANUARY 15, 2016, is given BY

the Releaser (s)

AM-Liner East Inc" 601 Jack Enders Blvd, Berryville, VA 22611
(Contractor)

TO: Carneys Point Township Sewerage Authority ("Owner") and Professional Consulting, Inc. ("Engineer")

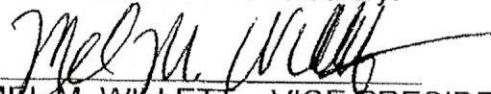
1. Release. The Contractor releases and gives up any and all claims and rights which it may have against the Owner, Engineer, and their agents, servants, or employees. This releases all claims, including those of which Contractor is not aware and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now. Contractor specifically releases the following claims:

Any and all claims and liability of whatsoever nature for anything done or furnished or in any manner arising out of the performance of:

Contract No. 4-2013, PHASE 1-SEWER MAIN RELINING AND MANHOLE CLEANING REVISED

2. Payment. In consideration of Contractor receiving payment in the amount of \$594,258.50, in payment for the total value of work completed debiting prior payments and the value of \$0.00 for Retainage and Tentative List of Items to be completed or corrected for making this Release. The Contractor will receive the remaining payment due upon completion of the Tentative List Work, if applicable.
3. Who is Bound. Contractor is bound by this Release. Anyone who succeeds to Contractor's rights and responsibilities is also bound. This Release is made for the benefit of Owner and all who succeed to their rights and responsibilities.
4. Signatures Contractor understands and agrees to the terms of this Release. If this Release is made by a corporation, its proper corporate officers have signed and the corporate seal is affixed.

Witnessed and Attested By:


MEL M. WILLETT - VICE PRESIDENT

CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY

RESOLUTION 2016-2

**AWARDING ROUTE 295 PUMP STATION FORCE MAIN
REHABILITATION PROJECT (CONTRACT 2-2014)**

WHEREAS, the Carneys Point Township Sewerage Authority has need to make improvements to the Route 295 pump station force main; and

WHEREAS, the requirements for such repairs have been prepared in a written specifications package by the Authority's State of New Jersey licensed Professional Engineer for public bid solicitation; and

WHEREAS, a Notice to Bid was published in the Authority's designated newspaper, according to the N.J.S.A. 40A:11-1 et seq., on December 10, 2015; and

WHEREAS, the Carneys Point Township Sewerage Authority accepted sealed bids and opened said bids at a public bid opening meeting on January 14, 2016, and the results were as follows:

Bidder	Base Bid	Alternate Bid	Total Bid
Aqua Infrastructure Rehabilitation Co., LLC Bear, DE	\$ 393,275.00	\$ 102,000.00	\$495,275.00
G. Helmer Construction Co., Inc. Williamstown, NJ	\$ 566,112.00	\$ 128,000.00	\$ 694,112.00

THEREFORE BE IT RESOLVED, that the Carneys Point Township Sewerage Authority awards the contract for the Route 295 Pump Station Force Main Rehabilitation Project to **Aqua Infrastructure Rehabilitation Co.**, of Bear, DE, in an amount not to exceed **\$495,275.00**.



 Joseph F. Racite, Secretary

1/20/16

 Date

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

January 15, 2016

Carneys Point Township Sewerage Authority
303 Harding Highway
Carneys Point, New Jersey 08069

Attention: Jay Todd, Business Manager (Via E-mail & Standard Mail)

**Reference: Receipt of Sealed Bids for the
Route 295 Pump Station Force Main Rehabilitation
Carneys Point Township Sewerage Authority
S&A File Number CPSA-104**

Dear Mr. Todd:

On Thursday, January 14, 2016, at 11:00 A.M., sealed bids for the above referenced project were received and publicly opened at the Carneys Point Township Municipal Building by Olivier Peña of Sickels & Associates, Inc. and Frank Hartman, Qualified Purchasing Agent of the Carneys Point Township Sewerage Authority (CPTSA).

The project consists of the CIPP lining of a deteriorated section of an existing 8-inch asbestos concrete pipe force main along Hollywood Avenue (Salem County Route 518) in the approximate area from Springfield Avenue to Hickory Avenue within the roadway along the frontage of Salem Community College. The project includes installing approximately 2,155 LF of CIPP liner, installation of a bypass of the force main to an adjacent gravity sewer main and replacement of an air release valve (ARV) and ARV manhole.

Eight (8) prospective bidders obtained documents and two (2) submitted proposals for this project. The apparent low bidder is Aqua Infrastructure Rehabilitation Company, LLC dba Tri State Grouting, of Bear, Delaware. The bid offered is in the amount of \$393,275.00 for the Base Bid and \$102,000.00 for the Alternate Bid for a total Bid Amount of \$495,275.00. The following chart summarizes the bids submitted.

Bidder	Base Bid	Alternate Bid	Total Bid Amount
Aqua Infrastructure Rehabilitation Co., LLC dba Tri State Grouting	\$393,275.00	\$102,000.00	\$495,275.00
G. Helmer Construction Company, Inc.	\$566,112.00	\$128,000.00	\$694,112.00

The Contractor is qualified to perform the work under this Contract. They have provided a list of projects currently under construction and that have been completed of a similar nature to this Contract. Our office has completed projects with this company in the past and their work has been deemed acceptable.

**Reference: Receipt of Sealed Bids for the
Route 295 Pump Station Force Main Rehabilitation
Carneys Point Township Sewerage Authority
S&A File Number CPSA-104**

We have reviewed the low bid offered and believe it to be in order. Although, we do note that the bids exceed the estimated cost originally prepared for this project. However this project is being funded through a \$1.1 M bond issue through the PCFA for sewer projects. This is the first of two projects that were intended to be covered through this funding and currently there are sufficient funds available to award the full scope of the force main project. The second is the Phase 2 sewer project, which is still moving through the permitting process. Given the current bidding climate, it appears that both projects cannot be fully covered by this bond issue and that additional funding would need to be secured to fully fund the second of the two projects.

As a result of this assessment of funds, we coordinated with the Authority's operations staff to evaluate the priority of each of the projects. For several reasons the Route 295 Force Main project has a higher priority and greater consequences if there is another break in the force main. In addition the Route 295 Force Main project must be completed before the County paves Hollywood Avenue in April. Once the paving is done there will be a 5 year NJDOT moratorium on any road openings, which would necessarily delay the force main project for at least 5 years, greatly increasing the risk of catastrophic failure of the force main. **Therefore, we recommend the award of the bid to Aqua Infrastructure Rehabilitation Company, LLC dba Tri State Grouting in an amount not to exceed \$495,275.00 for the Base Bid plus Alternate Bid.** This recommendation is subject to the review of the Authority's Solicitor and contingent upon the verification of funds by the financial officer.

We respectfully request this item be placed on the agenda for review and approval at the next available Authority meeting. It should be noted that we are returning the original bid documents for your records and have forwarded copies of the bid forms and related documents to Adam Telsey, Esquire, Authority Solicitor for his review and comment. Subject to the award of the bid, the bid bonds can be returned to the respective bidders.

If you have any questions regarding the above, please contact our office. We will be pleased to discuss the matter with you at your convenience.

Very truly yours,

SICKELS & ASSOCIATES, INC.



Erik K. Biermann, PE, CME
Senior Engineer

EKB: ddr

Original Enclosures

Copy To: Anthony Rullo, Chairman, CPTSA, w/enclosure (Via E-mail & Standard Mail)
Robert DeBlock, Superintendent, CPTSA, w/enclosure (Via E-mail Only)
Frank Hartman, Qualified Purchasing Agent, CPTSA (Via E-mail Only)
Adam Telsey, Esquire, Authority Solicitor, w/enclosures (Via E-mail & Standard Mail)
David Roché, Sickels & Associates Inc., w/enclosure

SICKELS & ASSOCIATES, INC. - BID SUMMARY

Route 295 Pump Station Force Main Rehabilitation
Carneys Point Township Sewerage Authority, Salem County, New Jersey

S&A File No. CPSA-104

January 14, 2016

ITEM NO.	DESCRIPTION	QUANTITY	UNIT MEAS.	Aqua Infrastructure Rehabilitation Co., LLC dba Tri State Grouting - Bear DE		G. Helmer Construction Co., Inc. Williamstown, NJ	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID							
1	Mobilization (Not to Exceed 3% of Bid & to be Reimbursed After 10% of Work Completed)	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 14,592.00	\$ 14,592.00
2	Permanent Force Main Bypass Installation - Complete	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 61,100.00	\$ 61,100.00
3	Force Main Cleaning	2,155	LF	\$ 10.00	\$ 21,550.00	\$ 25.00	\$ 53,875.00
4	Pre-Lining Inspection Video	2,155	LF	\$ 5.00	\$ 10,775.00	\$ 3.00	\$ 6,465.00
5	8" Cipp Lining (Base Bid)	1,055	LF	\$ 85.00	\$ 89,675.00	\$ 218.00	\$ 229,990.00
6	Post-Lining Inspection Video	1,055	LF	\$ 5.00	\$ 5,275.00	\$ 3.00	\$ 3,165.00
7	Air Release Manhole - Complete	1	LS	\$ 30,000.00	\$ 30,000.00	\$ 48,800.00	\$ 48,800.00
8	Soil Erosion & Sediment Control Measures	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 26,000.00	\$ 26,000.00
9	Site Staging & Site Restoration	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 56,625.00	\$ 56,625.00
10	Test Pits (If & Where Directed)	6	UNIT	\$ 1,000.00	\$ 6,000.00	\$ 500.00	\$ 3,000.00
11	Force Main Access Pits (If & Where Directed)	8	UNIT	\$ 15,000.00	\$ 120,000.00	\$ 1,250.00	\$ 10,000.00
12	Traffic Control (Including Devices, Signage, Flagmen)	1	LS	\$ 25,000.00	\$ 25,000.00	\$ 12,500.00	\$ 12,500.00
13	Police Traffic Direction (Owner's Allowance)	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
14	Contingency Allowance for Additional Repairs and/or Work	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
TOTAL AMOUNT OF BASE BID					\$ 393,275.00		\$ 566,112.00
ALTERNATE BID							
1	8" Cipp Lining (Alternate Bid)	1,100	LF	\$ 85.00	\$ 93,500.00	\$ 102.00	\$ 112,200.00
2	Post-Lining Inspection Video (Alternate Bid)	1,100	LF	\$ 5.00	\$ 5,500.00	\$ 3.00	\$ 3,300.00
3	Traffic Control (Alternate Bid)	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 12,500.00	\$ 12,500.00
TOTAL AMOUNT OF ALTERNATE BID					\$ 102,000.00		\$ 128,000.00
TOTAL AMOUNT OF BASE BID & ALTERNATE BID					\$ 495,275.00		\$ 694,112.00

CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY

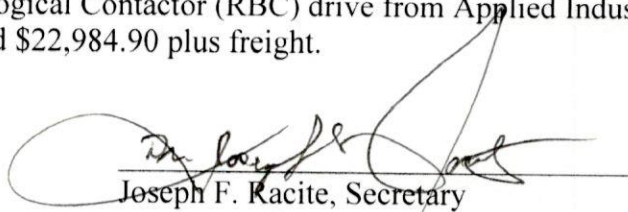
RESOLUTION 2016-3

AWARDING PURCHASE OF RBC DRIVE

WHEREAS, the Carneys Point Township Sewerage Authority has need to replace a Rotating Biological Contactor (RBC) drive; and

WHEREAS, the Carneys Point Township Sewerage Authority Engineer Sickels & Associates has received two quotes for this purchase and is recommending purchase of this equipment from Applied Industrial Technologies in New Castle, Delaware, at a cost not to exceed \$22,984.90 plus freight;

THEREFORE BE IT RESOLVED, that the Carneys Point Township Sewerage Authority awards purchase of a Rotating Biological Contactor (RBC) drive from Applied Industrial Technologies at a cost not to exceed \$22,984.90 plus freight.



Joseph F. Racite, Secretary

1/20/16

Date

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

January 14, 2016

Carneys Point Township Sewerage Authority
Municipal Building
303 Harding Highway
Carneys Point, NJ 08069

ATTN: Chairman and Board

**RE: RBC DRIVE LETTER REPORT
AND REPLACEMENT RECOMMENDATION
CPTSA WASTEWATER TREATMENT FACILITY
S&A FILE NO. CPSA - 108**

Dear Mr. Chairman and Board Members:

Our office has prepared this letter in order to provide a summary of our efforts to recommend a replacement for the Rotating Biological Contactor (RBC) drive. The drive initially failed in March of 2015 when the torque arm broke free from the concrete anchor. This was repaired and the RBC was started up again at the end of July, but based on the rough operation it was apparent that the drive itself had to be repaired as well. Inspections by Ram Industrial Services of the original Browning gear reducer (model 415SMF148) revealed shearing damage to the 2nd Intermediate Pinion (Part No. LY5001-8 Pinion). Ram Industrial Services intended to prepare a quote for repair of the unit, however because the manufacturer would not provide spare parts Ram was only able to prepare a quote for a "drop-in" replacement of the unit. Ram's quote for a replacement drive was \$23,435.00 and a second quote obtained from Applied Industrial Technologies was \$22,760.18. Inquiries for spare parts were made directly to the manufacturer and through the RBC system's parent company, Evoqua. Initially the manufacturer suggested that repair was possible, but would have to be carried out by their life cycle division. The manufacturer further estimated that the repair costs would exceed 75% of the cost of a replacement drive. Additional investigation determined that repair of the Browning unit was not possible as the required parts were no longer available due to changes in gear geometry.

Because we could not obtain spare parts from the Browning drive manufacturer we started a search for an alternative drive unit where the supplier would commit to supplying spare parts when needed. Our office identified another primary RBC drive supplier, Baldor-Dodge. Baldor-Dodge offers a similar product: the BioDisc reducer. Conversations with Baldor-Dodge sales representatives and extensive technical review demonstrate that the BioDisc can be utilized as a "drop-in" replacement for the original Browning RBC drive. Applied Industrial Technologies was able to prepare a replacement price quote for this unit for all parts necessary for installation (including reducer assembly, belt guard, bushings, sheaves, motor belt & motor mount). The BioDisc replacement package came to a total of \$22,984.90. This replacement unit would also

**RE: RBC DRIVE LETTER REPORT
AND REPLACEMENT RECOMMENDATION
CPTSA WASTEWATER TREATMENT FACILITY
S&A FILE NO. CPSA - 108**

January 14, 2016
Page 2

make use of the existing RBC drive motor, a Baldor Super E motor (model EM3768T). The existing motor utilizes a standard NEMA 215T frame, which is also accepted by the motor mount on the Baldor-Dodge replacement drive.

The replacement Baldor-Dodge BioDisc drive would have similar operating conditions to the existing Browning drive and reuse of the existing motor would result in minimal change in operating conditions for the RBC system. Please refer to the table below for a summary of the technical specifications.

Motor:	Baldor-Dodge EM3768T	Baldor-Dodge EM3768T
Drive:	Browning 415SMF148	Baldor-Dodge BioDisc
Input RPM	1160	1160
Input Torque (ft-lb)	22.4	22.4
V-Belt Ratio	148	170.44
Gear Ratio	5.2	4.61
Output RPM	1.51	1.48
Output Torque (ft-lb)	17239	17600

Based on the price quotes we received there is a minimal difference between the cost of either the Browning replacement drive or the Baldor-Dodge BioDisc replacement drive (see summary below).

Option	Supplier	Quoted Price
Browning Replace	Applied	\$ 22,760.18
Browning Replace	Ram	\$ 23,435.00
BioDisc Replace	Applied	\$ 22,984.90
BioDisc & Motor Replace	Applied	\$ 24,714.40

** Please note that the prices do not include costs for freight or installation.*

Based on our analysis of unit compatibility, as well as Baldor-Dodge's convenient availability of spare parts in the event of future failure, our office recommends replacement of the broken Browning drive with the Baldor-Dodge BioDisc drive at a price of \$22,984.00. This will then provide the Authority with the opportunity to evaluate the operation of the BioDisc drive and the possibility of standardizing on Baldor-Dodge drives as the old Browning drives fail due to age and wear.

RE: RBC DRIVE LETTER REPORT
AND REPLACEMENT RECOMMENDATION
CPTSA WASTEWATER TREATMENT FACILITY
S&A FILE NO. CPSA – 108

January 14, 2016
Page 3

If you have any questions or comments relating to this matter, do not hesitate to contact me at your earliest convenience.

Very truly yours,
SICKELS & ASSOCIATES, INC.



Erik Biermann, P.E., C.M.E.
Senior Engineer

SEO

Enclosures:

Dodge BioDisc Cut Sheet
Dodge BioDisc Replacement Parts Manual
Applied Industrial – BioDisc Price Quote
Browning Replacement Quotes and Service Manual

cc: Jay Todd, Business Administrator
Franklin Hartman, QPA
Robert DeBlock, Superintendent

Fax Cover Sheet

Carneys Point Twp. Sewerage Authority
303 Harding Highway
Carneys Point, NJ 08069

Phone: 856-299-5210
Fax: 1-856-299-6921
Email: cpts@verizon.net

Send to: Erik Biermann	From: Blake Maloney
Attention:	Date: 11/10/15
Office Location:	Office Location: Carneys Point, NJ
Fax Number: 856-848-8520	Phone Number: 856-299-5210

- Urgent
- Reply ASAP
- Please comment
- Please Review
- For your Information

Total pages, including cover: 8

Comments:

Please see attached quotes for the RBC drive per your request along with a service manual for the unit.

Thank you.



Fax Log for
CPTSA STP
856-351-1481

QUOTATION

RAM Industrial Services LLC
2850 Appleton Street, Suite D
Camp Hill PA 17011
Phone: (610) 916-8000 / (877) 916-8018
Fax: (610) 916-0156
Last Transaction
custserv@rammotors.com

Oct 09 2015 6:22AM Quote ID: **QT-101304**
Page: 1
FOB: **Shipping Point**

Date	Time	Type	Station ID	Duration	Pages	Result	//mmsstfrm	
10/8/2015	6:22AM	Fax Sent	2996921	0:16	1	OK		
CARNEY'S POINT TOWNSHIP SEWER AUTHORITY 303 HARDING HIGHWAY CARNEYS POINT, NJ 08069 USA ATTN: ACCOUNTS PAYABLE Attn: FRANK HARTMAN 856-299-5233				CARNEY'S POINT TOWNSHIP SEWER AUTHORITY 303 HARDING HIGHWAY CARNEYS POINT NJ 8069 N/A				

Date	Type	Station ID	Pages	Result
10/8/2015	RAM	KEVIN FESSLER X1415	Net 30	

We are pleased to offer the following services as defined below:

ASC-CHI-01	CH IND REPAIR	1	23,435.0000	\$23,435.00
	GEARBOX (FOR RBC UNIT)			

MFG - BROWNING, RPM 220, SER# 96 8906, RATIO 1H7.27, SIZE 415SMF148LY5001

SCOPE: PICK UP, DISASSEMBLE, INSPECT AND TEST, CLEAN, REPAIR SEAL SURFACE (X2.) REPAIR INPUT SEAL SURFACE, REPAIR (6) HOUSINGS, REPLACE INTERMEDIATE PINION, INSTALL ALL NEW BEARINGS AND SEALS, REPLACE SIGHT GLASS, ASSEMBLE, TEST, PAINT, DELIVER.

FAILURE ANALYSIS: INTERMEDIATE PINION FAILURE. GENERAL PM.

REPAIR LEAD TIME: ***UNABLE TO QUOTE REPAIR AS REPAIR PARTS ARE UNAVAILABLE.***

REPLACEMENT: (PRICE NOTED ABOVE)
BROWNING - MOD# 415SMF148 (DROP-IN REPLACEMENT)
LEAD TIME: APPROXIMATELY 4 - 5 WEEKS FROM APPROVAL DATE.

PLEASE NOTE THAT WE HAVE \$360.00 LABOR-TO-DATE FOR INSPECTION AND EVALUATION IF NOT REPLACED. THIS COST IS NOT INCLUDED IN THE REPLACEMENT PRICE.

For questions regarding this quotation or to schedule service, please contact us at 610-916-8000. If after 60 days, a decision has not been made to repair or replace, the item will be returned unless otherwise authorized to scrap. An inspection charge may apply. Any scrap generated by the repair process remains the property of RAM.

This Quotation is valid for 30 days. RAM Standard Terms and Conditions Apply.



Gear Box Unit RBC-213

Quotation

Service Center Address: APPLIED INDUSTRIAL TECHNOLOGIES 1 MCCULLOUGH DRIVE NEW CASTLE, DE 19720-2007 TEL: 302-328-9557 FAX: 302-328-1042				Quote Create Date (MM-DD-YYYY): 08-04-2015		Sales Rep: EDWARD BURNS Phone: 302-328-9557 EXT X Email: TBURNS@APPLIED.COM		Page: 1/1	
Account Manager: ROBERT SERPIELLO				Quotation Number: 502286913		PO #: Req #: Inquiry #:			
Sold-To Address: Account: 1248018 CARNEYS POINT TOWNSHIP 303 HARDING HWY CARNEYS POINT NJ 08069-2248				Ship-To Address: Account: 1248018 CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY 303 HARDING HWY CARNEYS POINT NJ 08069-2248					
Payment Terms: NET 30 DAYS				Customer Contact: Customer Contact Phone:					
Transport Mode and Means: PARCEL Terms: FOB ORIGIN, FRGHT PREPAY & ADD									
Item #	Quantity	UOM	Manufacturer Part #	Customer Part #	Est Delivery Date	Unit Price (USD)	Extended Price (USD)		
000010	1.000	EA	BROWNING-415SMF148 Description: BROW_415SMF148 Material Sales Text: 1725456 HELICAL SHAFT MOUNTED REDU SERIAL #96-89008			22,760.180	22,760.18		
SUBTOTAL (WITHOUT TAX)							22,760.18		
TOTAL IN WORDS: TWENTY-TWO THOUSAND SEVEN HUNDRED SIXTY DOLLARS AND EIGHTEEN CENTS							TOTAL(USD)	22,760.18	
Special Information: Order Notes:									
QUOTED PRICES WILL BE HELD FIRM FOR 30 DAYS FROM DATE OF THIS QUOTATION. ORDERS SHIPPED AFTER 30 DAYS FROM THE DATE OF QUOTATION MAY BE SUBJECT TO MANUFACTURER INCREASES. RETURNED PRODUCT IS SUBJECT TO A RESTOCKING CHARGE.				THIS QUOTATION CONTAINS CONFIDENTIAL INFORMATION, MAY NOT BE DISCLOSED TO THIRD PARTIES AND IS SUBJECT TO OUR STANDARD TERMS AND CONDITIONS OF SALE, SHOWN ON THE REVERSE SIDE OF THIS DOCUMENT AND AVAILABLE AT WWW.APPLIED.COM . BUYER'S ACCEPTANCE OF SHIPMENT OR PERFORMANCE AND/OR PAYMENT CONSTITUTES ACCEPTANCE OF APPLIED'S TERMS AND CONDITIONS.					
THIS QUOTE MAY CONTAIN ITEMS THAT ARE SPECIAL ORDER, UNIQUE, OR CUT TO SIZE. THESE ITEMS ARE NON-RETURNABLE AND NON-CANCELABLE. YOUR ORDER IS SPECIFICALLY CONDITIONED ON ACCEPTING THESE TERMS.									

CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY

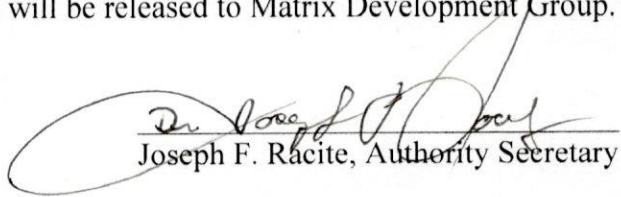
RESOLUTION 2016-4

AUTHORIZING MAINTENANCE BOND AND RELEASING PERFORMANCE BOND FOR 2 GATEWAY BOULEVARD

WHEREAS, the Carneys Point Township Sewerage Authority Engineer Sickels & Associates has recommended (see attached letter) regarding 2 Gateway Boulevard (Block 29, Lot 5) establishment of a 2-year maintenance bond in the amount of \$7,909.95 and subsequent release of the existing performance bond to Matrix Development Group; and

WHEREAS, the Authority Engineer has recommended release of the performance bond only after the maintenance bond has been properly and legally established;

NOW BE IT THEREFORE RESOLVED, that the Carneys Point Township Sewerage Authority hereby requires, regarding 2 Gateway Boulevard (Block 29, Lot 5), establishment of a 2-year maintenance bond in the amount of \$7,909.95 after which the existing performance bond will be released to Matrix Development Group.


Joseph F. Racite, Authority Secretary

Date of Adoption: January 19, 2016

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

January 4, 2016

Carneys Point Township Sewerage Authority
303 Harding Highway
Carneys Point, New Jersey 08069

Attention: Chairman and Board Members

**Reference: Sanitary Sewer Improvement Bond Release
Gateway Business Park - Matrix Development Group
2 Gateway Boulevard - Block 29, Lot 5
Township of Oldmans, Salem County, New Jersey
Applicant: Matrix Development Group
S&A File No. CPSA-1001**

Dear Chairman and Board Members:

Pursuant to the request made by Applicant on December 10, 2015, we have completed our review of the above referenced site to determine if the performance bond can be released for the above referenced residential community. The Applicant's Contractor completed the required improvements on December 8, 2015.

As such, this office has completed our construction observation of the sanitary sewer improvements for the purpose of determining if the performance bond can be released in the reduced amount of \$18,983.88. Based on the findings of our site observation, we are informing the Authority that the work under this project has been completed, corrected and/or repaired in accordance with the requirements of the Carneys Point Township Sewerage Authority.

It should be noted that the Carneys Point Township Sewerage Authority requires that the Applicant post a two (2) year maintenance bond in the amount of 15% of the original performance bond construction cost amount (\$52,733.00). As such, we would recommend that the Authority consider the release of the performance bond contingent upon the posting of the required maintenance bond in the amount of \$7,909.95 and **an additional \$1,750.00** to be deposited into the escrow account to cover the current escrow charges, maintenance period, and release of the maintenance bond (*check to be made payable to Carneys Point Township Sewerage Authority and delivered to the attention of Jay Todd, Business Manager*). The maintenance bond should provide coverage for the two (2) year period. Therefore, the maintenance bond expiration date is December 8, 2017.

Page 2
January 4, 2016

**Reference: Sanitary Sewer Improvement Bond Release
Gateway Business Park - Matrix Development Group
2 Gateway Boulevard - Block 29, Lot 5
Township of Oldmans, Salem County, New Jersey
Applicant: Matrix Development Group
S&A File No. CPSA-1001**

By copy of this letter to Mr. Todd, **we are requesting that this matter be placed on the agenda for approval at the next available Carneys Point Township Sewerage Authority meeting.**

In addition to the above, per the S&A letter dated July 17, 2015, note no. 11, the property owner(s) owns and is responsible for maintenance of sanitary sewer infrastructure from the building up to the connection with the Authority sanitary sewer manhole located in Gateway Boulevard.

If you have any questions regarding the above matter, please feel free to contact our office at (856) 848-6800 or via e-mail (oap@sickelsassoc.com) at your earliest convenience.

Very truly yours,

SICKELS & ASSOCIATES, INC.



Erik K. Biermann, P.E., C.M.E.
Senior Engineer

EKB: oap

Copy To: Jay Todd, Business Manager (Via E-mail & Standard Mail)
Robert DeBlock, Superintendent (Via E-mail Only)
Adam Telsey, Esq., Authority Solicitor (Via E-mail Only)
Township of Oldmans Planning Board
Raymond Aquino, PE, LEED AP, Matrix Development Group, Applicant
R. Michael McKenna, P.E., Applicant's Engineer (Via E-mail Only)
Patricia Owens, Sickels & Associates, Inc., w/enclosure (Via E-mail Only)
Olivier Peña, Sickels & Associates, Inc., w/enclosure (Via E-mail Only)
Kim Croft, Sickels & Associates, Inc., w/enclosure (Via E-mail Only)


CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY

RESOLUTION 2016-5

**REDUCING PERFORMANCE BOND FOR
7 GATEWAY BOULEVARD**

WHEREAS, the Carneys Point Township Sewerage Authority Engineer Sickels & Associates has recommended (see attached letter) regarding 7 Gateway Boulevard (Block 29, Lot 6.03) a reduction in the existing performance bond established by Matrix Development Group from \$67,420.20 to **\$20,226.06**;

NOW BE IT THEREFORE RESOLVED, that the Carneys Point Township Sewerage Authority hereby authorizes, regarding 7 Gateway Boulevard (Block 29, Lot 6.03), a reduction in the existing performance bond established by Matrix Development Group from \$67,420.20 to **\$20,226.06**.


Joseph F. Racite, Authority Secretary

Date of Adoption: January 19, 2016

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

January 4, 2016

Chairman and Board
Carneys Point Township Sewerage Authority
303 Harding Highway
Carneys Point, New Jersey 08069

**Reference: Sanitary Sewer Improvement Bond - Reduction No. 1
Gateway Business Park - Matrix Development Group
7 Gateway Boulevard - Block 29, Lot 6.03
Township of Oldmans, Salem County, New Jersey
Applicant: Matrix Development Group
S&A File No. CPSA-1002**

Dear Chairman and Board:

Pursuant to the request made by the Applicant, we have completed our review of the above referenced site to determine the extent of work completed on the project for purposes of reducing the Applicant's performance bond.

Based on the findings of our observations, we would recommend that the performance bond be reduced from \$67,420.20 to \$20,226.06. The reduced amount is thirty (30%) percent of the original bond amount, which is the maximum allowable reduction permitted by N.J.S.A. Section 40:55D-53(2e) of the Municipal Land Use Law.

We request that this matter be placed on the agenda for the next available Carneys Point Township Sewerage Authority meeting. By copy of this letter to Mr. Todd we are requesting that this matter be placed on the agenda for approval at the next available Carneys Point Township Sewerage Authority meeting.

If you have any questions regarding the above matter, please feel free to contact our office at (856) 848-6800 or via e-mail (oap@sickelsassoc.com) at your earliest convenience.

Very truly yours,

SICKELS & ASSOCIATES, INC.



Erik K. Biermann, P.E., C.M.E.
Senior Engineer

EKB:oap
Enclosure (Quantity Spreadsheet)

Copy To: Robert DeBlock, Superintendent (via e-mail only)
Jay Todd, Business Manager
Adam Telsey, Esq., Authority Solicitor (via e-mail only)
Township of Oldmans Planning Board
Raymond Aquino, PE, LEED AP, Matrix Development Group, Applicant
R. Michael McKenna, P.E., Applicant's Engineer (via e-mail only)
Patricia Owens, Sickels & Associates, Inc., w/enclosure (via e-mail only)
David R. Roche Sickels & Associates, Inc., w/enclosure (via e-mail only)
Kim Croft, Sickels & Associates, Inc., w/enclosure (via e-mail only)

F:\PROJECTS\Carneys Point SA\CPSA-1002 Gateway Blk 29 Lot 6.03\Bond Estimate\Sewer Improvement Bond Reduction No. 1 - 01.04.16.docx

SICKELS & ASSOCIATES, INC.

Sanitary Sewer Bond Estimate - Reduction No. 1

Gateway Business Park - Matrix Development - 7 Gateway Boulevard; Block 29, Lot 6.03

Carneys Point Township Sewerage Authority - Township of Carneys Point, Salem County, New Jersey

January 4, 2016

S&A File No. CPSA-1002

Item No.	Description	Unit Meas.	Quantity	Unit Cost	Total Cost	Work Completed	Value of Work Remaining
Sanitary Sewer Infrastructure							
1	6" PVC, SDR-35, Sanitary Sewer Lateral	LF	150	\$ 30.00	\$ 4,500.00	150	\$ -
2	8" PVC, SDR-35, Sanitary Sewer	LF	779	\$ 36.50	\$ 28,433.50	779	\$ -
3	6" Sanitary Sewer Lateral w/ Cleanout	UNIT	3	\$ 1,200.00	\$ 3,600.00	3	\$ -
4	Sanitary Sewer Manhole	UNIT	5	\$ 2,800.00	\$ 14,000.00	5	\$ -
5	Concrete Encasement	LF	40	\$ 75.00	\$ 3,000.00	40	\$ -
6	Testing (i.e. Pressure, Certified Asbuilt)	LS	1	\$ 2,650.00	\$ 2,650.00	1	\$ -
Total					\$ 56,183.50		\$ -
	20% Contingency				\$ 11,236.70		\$ -
	Amount of Performance Bond (120%)				\$ 67,420.20		\$ -
	Amount of Engineering Escrow (8% per Authority Rules & Regulations)				\$ 4,494.68		
	Amount of Maintenance Bond (15%)				\$ 8,427.53		
	This bond should not be reduced below 30% of the original bond amount until final acceptance as per Municipal Land Use Law.						\$ 20,226.06

Notes:

1. This estimate has been prepared for guarantee determination.
2. This estimate is based upon plans dated August 17, 2015, 3 sheets, and engineer's estimate as prepared by Omland Engineering Associates, Inc. on behalf of Matrix Development Group.

CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY

RESOLUTION 2016-6

**AUTHORIZING HOLD HARMLESS AGREEMENT FORM FOR
THE ADULT DAY CARE PROJECT**

WHEREAS, the Carneys Point Township Sewerage Authority Engineer Sickels & Associates has recommended the attached hold harmless agreement related to the Adult Day Care project;

NOW BE IT THEREFORE RESOLVED, that the Carneys Point Township Sewerage Authority hereby authorizes the attached hold harmless agreement form regarding the Adult Day Care project.


Joseph F. Racite, Authority Secretary

Date of Adoption: January 19, 2016

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

AGREEMENT

This Agreement ("Agreement") between **MMTM Associates, LLC**, 1138 E, Chestnut Avenue, Vineland, New Jersey ("MMTM"), and the **Carneys Point Township Sewerage Authority**, 303 Harding Highway, Carneys Point, New Jersey ("CPTSA"), made this _____ day of _____, 2016.

Whereas, MMTM has applied for and obtained approval from the Carneys Point Planning Board under resolution No. 2015-10 for a site plan to construct an Adult Day Care Center located on property known as Block 67, lot 33 on the tax map of Carneys Point Township (the "Project"), and

Whereas, as part of the approval for the Project, MMTM proposes to connect to the existing sanitary sewer system operated by CPTSA, and

Whereas, by letter to the CPTSA and copied to MMTM dated June 22, 2015, CPTSA's engineer Sickels & Associates, Inc. has disclosed that there is a possibility that if there is a failure of pumps, valves or other equipment there can be a backup or backflow to the Adult Day Care Center or to the pump station, and

Whereas, the CPTSA has required that MMTM execute this Agreement for the purpose of indemnifying and holding harmless CPTSA for damages and claims arising from any such backup and/or backflow, and

Whereas, this Agreement is intended to address the concern of CPTSA related to a possible failure of a portion or portions of the sanitary sewer system in relation to its connection to the Project, more particularly any failure of pumps, valves or other associated sanitary equipment which could cause a backwater and/or backflow condition in such equipment and to the Project,

NOW THEREFORE IT IS ON THE DATE WRITTEN ABOVE AGREED AS FOLLOWS:

Indemnification and Hold Harmless. MMTM hereby indemnifies and agrees to defend and hold harmless the CPTSA, and its agents, servants, employees, representatives, elected officials, appointed board members, officers, directors, trustees, stockholders, members, managers, parents, subsidiaries, affiliated entities, successors and assigns from and against any and all claims, suits or causes of action, whether or not involving a third party claim, to the extent caused by or related to any claim for or related to the failure of pumps, valves or other associated equipment within or connected to the sanitary sewer system operated by CPTSA and

its connection to the Project, which results in a backwater or backflow of wastewater into the Project property. Provided however, that this indemnification and hold harmless shall not apply to any claims, suits or cause of action to the extent such are caused by the intentional misconduct of any of CPTSA's agents, servants, employees or representatives.

IN WITNESS WHEREOF, the parties have signed, sealed, and attested to this agreement.

Attested/Witnessed/Affix Seal

MMTM ASSOCIATES, LLC

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Attested/Witnessed/Affix Seal

CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY

By: _____

By: Anthony Rullo

Title: _____

Title: Chairman

Date: _____

CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY

RESOLUTION 2016-7

Authorizing Executive Session

WHEREAS, the Open Public Meetings Act, N.J.S.A. 10:4-12b permits a public body to go into a closed session during a public meeting to discuss certain matters as follows:

(1) *Matters required by law to be confidential*: Any matter which by express provision of the Federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.

(2) Any matter in which the release of information would impair the right to receive federal funding.

(3) *Matters involving individual privacy*: Any matter, the disclosure of which constitutes an unwarranted invasion of individual privacy such as records, data, reports, recommendations or other personal material of any education, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including, but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned .

(4) *Matters pertaining to a collective bargaining agreement*: Any matter involving a collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.

(5) *Matters relating to the purchase, lease acquisition of real property or investment of public funds*: Any matter involving the lease, purchase or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

(6) *Matters of public protection*: Any tactic and techniques utilized in protecting the safety and property of the public, provided that their closure could impair such protection.

(7) *Matters relating to litigation, negotiations and attorney-client privilege*: Any matter of pending or anticipated litigation or contract negotiation other than in (4) above in which the Carneys Point Township Sewerage Authority is or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required for the attorney to exercise ethical duties as a lawyer.

(8) *Matters relating to the employment relationship*: Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all of the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed in public.

(9) *Deliberations after public hearing*. Deliberations by the Carneys Point Township Sewerage Authority occurring after a public hearing that may result in a civil penalty or the suspension or loss of a license or permit of a responding party; and

WHEREAS, the CPTSA Board has determined that it is necessary to go into a closed session to discuss certain matters relating to the items as permitted by N.J.S.A. 10:4-12b

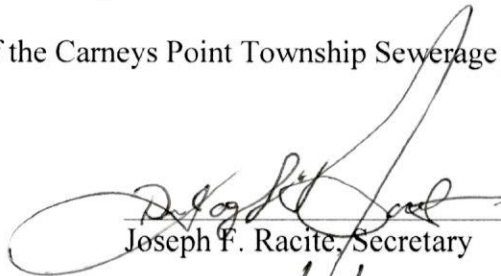
NOW, THEREFORE BE IT RESOLVED, by the Carneys Point Township Sewerage Authority Board will go into closed session to discuss the following, in accordance with the aforesaid provisions of the Open Public Meetings Act, after which it will reconvene in the public:

A. Personnel

THIS RESOLUTION shall take effect immediately.

BE IT FURTHER RESOLVED that the minutes of the closed session will be made available to the public when the need for privacy no longer exists.

ADOPTED, at a regular meeting of the Carneys Point Township Sewerage Authority on January 19, 2016.


Joseph F. Racite, Secretary

1/19/16

Date

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

CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY


RESOLUTION 2016-8

AUTHORIZING HEARING FOR 2016 CONNECTION FEE

WHEREAS, the Carneys Point Township Sewerage Authority has determined to hold a Public Hearing to establish the connection fee for 2016, and;

WHEREAS, the Carneys Point Township Sewerage Authority has determined to hold such Public Hearing on March 15, 2016 and discuss modifying the current connection fee;

NOW BE IT THEREFORE RESOLVED, that the Carneys Point Township Sewerage Authority has authorized publication of a Notice of Public Hearing to Establish the Connection Fee for 2016 whereby such hearing will be held on March 15, 2016.


Joseph F. Racite, Authority Secretary
2/17/16
Date

Committee	Moved	Seconded	Y	N	Abstain	Absent
Dr. Racite			X			
Mr. Pelura			X			
Mr. Gatanis	X		X			
Mr. Newton		X	X			
Mr. Rullo			X			

CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY

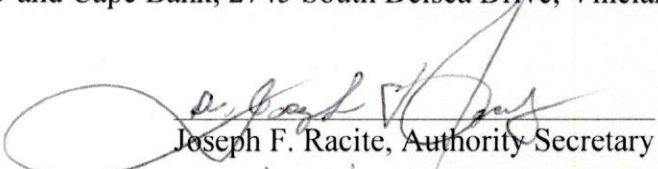
RESOLUTION 2016-9

AUTHORIZING DEPOSITORY FOR AUTHORITY FUNDS

WHEREAS, any eligible and qualified bank and/or trust company located within the State of New Jersey can be designated as the depository for Carneys Point Township Sewerage Authority funds;

NOW BE IT THEREFORE RESOLVED, that the Carneys Point Township Sewerage Authority hereby designates Fulton Bank of New Jersey and Cape Bank as its official depository institutions for the time period February 16, 2016 to February 20, 2017, and;

BE IT FURTHER RESOLVED, that the Secretary is hereby directed to send a copy of this Resolution to any and each specified depository, namely Fulton Bank, 221 Shell Road, Carneys Point, NJ, 08069 and Cape Bank, 2745 South Delsea Drive, Vineland, NJ, 08360.


Joseph F. Racite, Authority Secretary
2/17/16
Date

Committee	Moved	Seconded	Y	N	Abstain	Absent
Dr. Racite		X	X			
Mr. Pelura			X			
Mr. Gatanis			X			
Mr. Newton	X		X			
Mr. Rullo			X			

CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY

RESOLUTION 2016-10

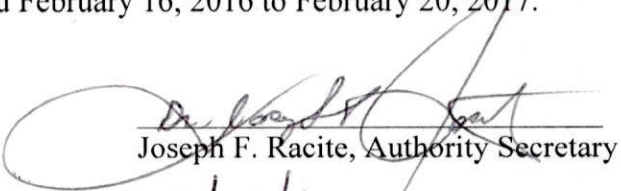
AUTHORIZING SIGNATURES

WHEREAS, the Carneys Point Township Sewerage Authority has designated Fulton Bank of New Jersey and Cape Bank as it's depositories, and;

WHEREAS, new authorized signature cards for the hereby mentioned depositories should be made with any Committee or personnel changes;

BE IT RESOLVED, that the authorized signature cards for the hereby mentioned depositories be amended to include the current Committee Chairman, Committee Treasurer and Authority Office Manager.

NOW BE IT THEREFORE RESOLVED, that the Carneys Point Township Sewerage Authority has directed the authorized signatures for the Authority's depositories be changed for the time period February 16, 2016 to February 20, 2017.



Joseph F. Racite, Authority Secretary
2/17/16

Date

Committee	Moved	Seconded	Y	N	Abstain	Absent
Dr. Racite			X			
Mr. Pelura			X			
Mr. Gatani	X		X			
Mr. Newton		X	X			
Mr. Rullo			X			