

CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY

RESOLUTION 2024-20

Resolution Authorizing Contract for Licensed Operator Services

WHEREAS, The Carneys Point Township Sewerage Authority (“CPTSA”) is in need of an S3 licensed operator to satisfy NJDEP licensing requirements; and

WHEREAS, Environmental and Technical Services, LLC (“ETS”) firm possesses the necessary expertise and licensing; and

WHEREAS, the CPTSA would like to hire ETS for this work; and

WHEREAS, the award of the contract is being made in accordance with N.J.S.A. 19:44A-20.5 and N.J.S.A. 40A: 11-5(1)(a)(i) as it is a professional service; and

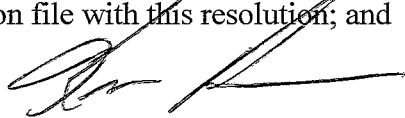
WHEREAS, the CPTSA has determined that the value of the services is anticipated to exceed \$17,500 during the term of this contract and funds are available; and

WHEREAS, ETS has submitted a proposal regarding their fees, which is attached to this Resolution; and

WHEREAS, ETS has completed and submitted a Business Entity Certification which certifies that they have not made any reportable contributions to a political or candidate committee in the Township of Carneys Point in the previous one year, and that the contract will prohibit making any reportable contributions through the term of the contract; and

NOW, THEREFORE BE IT RESOLVED, by the CPTSA that a three-year contract with ETS to perform the above-mentioned services as outlined in its proposal is authorized and the Chairman may execute the contract in the form approved by the Solicitor.

BE IT FURTHER RESOLVED, that the Business Disclosure Entity Certification and Determination of Value be placed upon file with this resolution; and



Ken Brown, Authority Chairman

Date of Adoption: February 20, 2024

Committee	Moved	Seconded	Y	N	Abstain	Absent
Dr. Racite		✓	✓			
Mr. Basile			✓			
Mr. Brown			✓			
Mr. Newton			✓			
Mr. Bomba	✓		✓			



Engineers, Consultants, Planners & Operators
Environmental & Technical Services L.L.C.
822 Washington Avenue
P.O. Box 608
Woodbine, New Jersey 08270
Telephone (609) 861-7000
Fax (609) 861-7008

January 18, 2024

Carneys Point Sewerage Authority
303 Harding Highway
Carney's Point, NJ 08069

ATTN: Ken Brown

Re: S3, C2 Wastewater Operator/Oversight

Dear Sir:

As requested, Environmental & Technical Services (ETS) is pleased to offer the following:

Understanding of Project:

It is our understanding that Carneys Point Sewerage Authority is required by New Jersey Department of Environmental Protection (NJDEP) to employ a firm/employee to meet the requirements of a S3 Licensed Operator at a minimum of 35 hours per week to satisfy the NJDEP licensing requirements and to provide oversight of the on-staff employees.

Scope of Work:

Environmental & Technical Services, LLC (ETS) does agree to provide the services enumerated below and such other services that may be required, but not limited to:

1. Provide NJDEP S-3 certified operator to ensure regulatory compliance of the wastewater treatment plant and collection system including testing and reporting to the state and other governing entities necessary to maintain all certifications. NJDEP certified operator shall be assigned as operator of record at a minimum of 35 hours per week.
2. Review current wastewater monitoring and recordkeeping; identifying areas where monitoring or sources are not in compliance with regulations and if applicable take appropriated actions to ensure that violations are corrected, deleted or validated. ETS shall be responsible for all financial penalties resulting from notices of violation issued by NJDEP in connection with the services rendered pursuant to this contract resulting in negligence of the licensed operator.
3. Provide oversight of wastewater discharge quality, ensure monitoring is conducted according to the established NJDEP Permit #NJG0200751 and NJ0021601, ensure that NJDEP schedule is correct and appropriate and that the data submitted to NJDEP is accurate and timely.

ETS

4. Review results and reports to determine that the wastewater discharge complies with the State and Federal regulations.
5. Provide oversight of offsite laboratory performing the required monitoring samples.
6. Continuously review monitoring of the wastewater treatment plant discharge to assure that discharge quality is meeting the State and/or Federal regulations.
7. Provide guidance where opportunities exist to reduce operational costs of the wastewater and collection system.
8. Take immediate appropriate action if a violation occurs.
9. Provide a monthly report to Carneys Point Sewerage Authority on wastewater operations.
10. Attend monthly Carneys Point Sewerage Authority meetings.
11. Provide advice and technical assistance on how to comply with the State and Federal Regulations.
12. Ensure Carneys Point Sewerage Authority Staff understand the wastewater regulations, identify training needs for the wastewater system on-staff personnel.
13. Act as a liaison between Carneys Point Sewerage Authority and NJDEP to report sewer overflows or malfunctions within the wastewater treatment and collection system.
14. Ensure that wastewater discharge meters are calibrated per NJDEP and manufacturer's specifications.
15. Provide oversight for responses to emergency situations 24 hours per day, 7 days per week.
16. ETS agrees to provide and maintain insurances set forth in Exhibit A attached hereto and made part hereof.
17. ETS will provide an individual to fill the position for the onsite Laboratory Manager of record as required by NJDEP.

In addition to the above, ETS will provide a C-2 licensed operator of record and perform oversight of the sewer collection system at no additional charge to the Authority.

In consideration whereof, said Carneys Point Sewerage Authority and ETS, both promise and agree that the Carneys Point Sewerage Authority shall and will in consideration of the covenants and agreements herein contained being strictly performed and kept by ETS as specified, pay or cause to be paid, unto ETS;

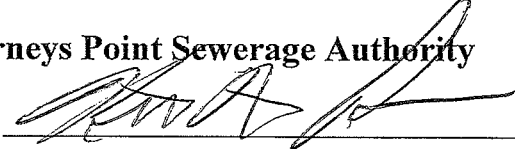
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|---|
| <ol style="list-style-type: none">1. Year 2024: <u>\$8,538.00</u> per month for non-emergency work2. Year 2025: <u>\$8,927.00</u> per month for non-emergency work3. Year 2026: <u>\$9,284.00</u> per month for non-emergency work
<i>*\$90.00 per hour for emergency work*</i> |
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Either party can terminate this contract by sixty days written notice. This contract is a three (3) year contract from date of execution.

ETS

IN WITNESS WHEREOF, the Carneys Point Sewerage Authority has caused its corporate seal to be affixed and attested by its Clerk and these presents to be signed by its Chairman and Environmental Services, a Limited Liability Corporation, has caused these present to be properly executed.

Carneys Point Sewerage Authority

BY:  _____

PRINT NAME: Ken Brown _____

WITNESS:

Virginia Zee _____

ENVIRONMENTAL & TECHNICAL SERVICES, LLC

BY: _____

PRINT NAME: JACK LYNCH

TITLE: PRESIDENT

DATE: _____

VENDOR'S WITNESS

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

HOLD HARMLESS AGREEMENT

Environmental & Technical Services, LLC agrees to protect, defend, indemnify, and hold the Carney's Point Township Sewerage Authority and its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof.

Environmental & Technical Services, LLC further agrees to investigate, handle, respond to, provide defend any such claims, etc., at their sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent.

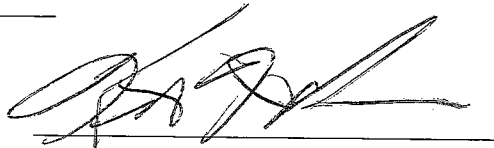
Agreement is in effect during,

The three-year contract from date of execution on 2/20/2021

Signature  _____

Date 1/29/24

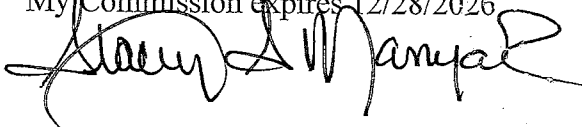
Print Name Jack Lynch



Carney's Point Sewerage Authority

Sworn to and subscribed to me this 21 day of Jan, 2024
Stacey S Manyak Notary Public of New Jersey

My Commission expires 12/28/2026



POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION/CERTIFICATION
Carney's Point Sewerage Authority

Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that any officer of Environmental & Technical Services has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44-A-1 et seq., i.e. more than three hundred dollars (\$300), that, pursuant to P.L. 2004, c. 19, would bar the award of this contract in the one year period preceding 2021 to any candidate committee, joint candidates committee.

Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Environmental & Technical Services, LLC

Signed: _____ Title: President

Print Name: Jack Lynch Date: 01/29/2024

Subscribed and sworn before me this <u>29</u> day of <u>January</u> , 2024 <u>Stacy Manya</u> My Commission expires: <u>12/28/2026</u>	(Affiant) <u>[Signature]</u> <u>Jack Lynch-President</u> (Print name & title of affiant) (Corporate Seal)
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