

CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY

RESOLUTION 2024-64

Resolution Authorizing Triad Associates Work

WHEREAS, The Carneys Point Township Sewerage Authority (“CPTSA”) requested that Triad Associates prepare and process a USDA Water and Environmental Programs Pre-Application as an authorized project under the existing Professional Services Agreement; and

WHEREAS, Triad Associates has submitted a proposal for such services as set forth in Exhibit B of the Triad proposal (the Proposal is attached hereto); and

WHEREAS, the CPTSA has reviewed the proposal, attached hereto and approves it; 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); and

NOW THEREFORE, BE IT RESOLVED by the CPTSA that the proposal submitted by Triad Associates is hereby approved and the Chairman is authorized to execute the agreement with Triad Associates on behalf of the CPTSA.



Kenneth Brown, Authority Chairman

Date of Adoption: October 15, 2024

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



October 15, 2024

Ken Brown
Deputy Chairman
Carneys Point Township Sewerage Authority
303 Harding Highway
Carneys Point, NJ 08069

RE: Authorization to Proceed – Carneys Point Township Sewerage Authority
USDA Rural Development: Water and Environmental Programs (WEP) Pre-Application 2024
Sanitary Sewer Treatment Facility

Dear Mr. Brown,

Please allow this letter to confirm that the Carneys Point Sewerage Authority (Principal) has authorized TRIAD Associates to prepare and process a USDA Water and Environmental Programs (WEP) Pre-Application as an authorized project under the existing Professional Service Agreement (2024-25 General Services Agreement).

It is agreed that for all services provided by TRIAD Associates in connection with the application, including those set forth on Exhibit "A" hereto, TRIAD will be paid a total compensation of \$8,250.00.00 as set forth on Exhibit "B" hereto.

Please indicate your confirmation of the foregoing by signing this letter where indicated. Please retain one copy for your records and return the other signed copy for our files.

Sincerely,

Carolyn P. Zumpino, President

CZ/mm

Agreed to this 15 day of October, 2024

CARNEYS POINT SEWERAGE AUTHORITY

By: _____

Witness

EXHIBIT A

PROJECT DESCRIPTION AND SCOPE OF SERVICES

Attached to and made a part of the Agreement dated October 15, 2024, between **TRIAD ASSOCIATES** ("Consultant"), and **CARNEYS POINT SEWERAGE AUTHORITY** ("Principal").

For the following project, Principal agrees to retain Consultant to provide these services:

PROJECT DESCRIPTION: Preparation of Determination of Eligibility (Pre-Application) for USDA Funding Water and Environmental Programs (WEP) Funding for the Sanitary Sewer Treatment Facility Project.

SCOPE OF SERVICES: The Consultant shall, as authorized, undertake the necessary analyses, applications and related activities, which are broken down into tasks:

A. PREPARE PRE-APPLICATION – REQUEST FOR ELIGIBILITY, INCLUDING

1. Letter requesting eligibility determination, including
 - a. Name of entity to own, operate and construct and/or improve the proposed facility
 - b. Statutory authority of applicant to own, operate and construct and/or improve the proposed facility. Also, authority to become indebted, and establish taxes or other revenue to repay debt.
 - c. Facility to be constructed and/or improved and service area
2. Copy of current financial statement
3. RUS Bulletin 1780-22: Eligibility Certification
4. Evaluation of capacity to access credit markets and user affordability at market rates and terms (Credit evaluation guide)
5. USDA Form AD-1047: Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary covered transactions
6. Obtaining a Data Universal Numbering System Number (DUNS), if necessary

DATA TO BE FURNISHED TO CONSULTANT: The Principal shall provide the Consultant information and documentation, which the Consultant may require to properly render the services provided for in this Agreement. Such information or documentation may include planning, reports or analyses, descriptions and specifications for equipment to be purchased, cost estimates and other pertinent materials.

TIME OF PERFORMANCE: The USDA Water and Environmental Programs (WEP) Pre-Application shall be completed and submitted on behalf of the Principal on or before the date determined by USDA.

POST-COMPLETION / POST-SUBMISSION TECHNICAL ASSISTANCE: Upon Principal's request, Consultant will provide technical assistance as needed to address in-house staff questions, follow up discussions with government officials and/or staff, follow up with other issues associated with application, etc. Post-Completion / Post-Submission Technical Assistance services to be pre-approved by Principal.

RIGHT OF FIRST REFUSAL: Upon funding approval of the USDA Water and Environmental Programs (WEP) Pre-Application, Principal agrees to grant Triad Associates right of first refusal to provide grant administration and implementation services.

NOTIFICATION OF FUNDING APPROVAL/AWARD: Principal shall provide Consultant with a copy of any notification of funding approval / award and any related documentation.

EXHIBIT B COMPENSATION AND METHOD OF PAYMENT

Attached to and made a part of the Agreement dated October 15, 2024, between **TRIAD ASSOCIATES** ("Consultant"), and **CARNEYS POINT SEWERAGE AUTHORITY** ("Principal").

Principal agrees to pay the Consultant as follows:

COMPENSATION: Principal shall provide compensation of \$8,250.00 for the preparation and submission of a Determination of Eligibility (pre-application) for USDA Water and Environmental Programs (WEP) in accordance with Exhibit A.

- Post-Completion / Post-Submission Technical Assistance provided upon Principal's request and billed on an hourly basis.

METHOD OF PAYMENT: Principal agrees to pay Consultant in accordance with the following billing schedule:

- \$4,125.00 will be invoiced upon 50% completion of the USDA WEP Pre-Application.
- \$4,125.00 will be invoiced upon completion of the USDA WEP Pre-Application.
- Should the Principal opt not to submit the USDA WEP Application after entering into this Grant Writing Agreement, or the delay of information received has deemed it necessary to halt the filing by the application deadline, an invoice will be submitted based on the level of work completed up to the time of withdrawal.
- Principal shall process all invoices for payment upon receipt.
- **Payment Address:** All payments must be remitted to Triad Associates, 1301 W. Forest Grove Road, Ste. 3A, Vineland, NJ 08360

POST APPROVAL/IMPLEMENTATION: Services which are a part of this engagement shall be authorized to proceed by the municipality at such time that the budget has been established and funding for said services identified in the budget.

UNSPECIFIED TECHNICAL SERVICES: For services outside the scope of this contract, Consultant shall invoice at the hourly rate effective at the time of service. These rates include all clerical and related services. Unspecified technical services will be performed upon prior authorization from the Principal and/or Principal's staff.

OVERNIGHT DELIVERY AND CERTIFIED MAIL SERVICES: Consultant's compensation excludes charges for sending items via overnight delivery services (e.g., UPS, FedEx, USPS Express Mail Service, USPS Certified mail, or other similar services) to the Principal or on behalf of the Principal to other parties. Consultant will charge the Principal the actual cost of these services.

COPIES: Consultant shall provide the appropriate number of copies of the application necessary to meet submission requirements of the funding source. Consultant will also provide one (1) complimentary hard copy and one (1) PDF copy of final application for the Principal's file.