

MINUTES
TOWNSHIP OF HILLSBOROUGH
MUNICIPAL UTILITIES AUTHORITY

Wednesday, March 28, 2018

The Township of Hillsborough Municipal Utilities Authority met at a regular monthly meeting on Wednesday, March 28, 2018, with the following members present:

Michael Avolio
Rick Nunn
Robert McCray
Frank Scarantino

Also present were Scott Lynn, Executive Director, and Mr. Burchette via telephone.

Announcement – Open Public Meetings Act

Following the roll call, Chairman Avolio made the following announcement: In accordance with the provisions of the Open Public Meetings Act, P.L. 1975, c. 231, as amended, notice of this meeting was duly provided as part of the annual meeting notice on March 9, 2018.

Approval of Minutes

Mr. Avolio asked that the minutes of the meetings of February 28, 2018 be tabled until April pending a voting quorum able to vote on the minutes.

BUSINESS FROM THE FLOOR

There was no business.

APPOINTMENT OF GENERAL COUNSEL

Mr. Lynn stated that the contract for 2017 for Mr. Peter Cipparulo, General Counsel, had expired in January and he would not be able to provide legal counsel to the Authority as a contract for Professional Services. Therefore, the Authority being in need of legal counsel, sought out to fill Mr. Cipparulo's position.

Mr. Lynn reported that members of the Board had interviewed several candidates and after much consideration the members recommend Mr. Mark Wetter, Esq. with the firm of RADOM & WETTER, Attorneys at Law.

After further discussions,

WHEREAS, the Authority has a need to be represented by General Counsel and;

NOW, THEREFORE, BE IT RESOLVED, that the following resolution shall award a one-year contract to Mr. Wetter, of Radom and Wetter, Attorneys at Law;

INTRODUCED BY: Mr. Nunn

The motion and resolution were seconded by Mr. McCray, and the roll call vote was: Chairman Avolio – yes, Mr. McCray – yes, Mr. Nunn – yes, Mr. Scarantino – yes, and Mr. Burchette – yes.

THE TOWNSHIP OF HILLSBOROUGH MUNICIPAL UTILITIES AUTHORITY

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 28th day of March, 2018,

BETWEEN:

THE TOWNSHIP OF HILLSBOROUGH MUNICIPAL UTILITIES AUTHORITY, located at 220 Triangle Road, Suite 234, Hillsborough, New Jersey, a body politic and corporate of the State of New Jersey, hereinafter referred to as the “**AUTHORITY**”

AND

RADOM & WETTER, Attorneys at Law of the State of New Jersey with an office located at 245 Route 22 West, Bridgewater, New Jersey 08807 hereinafter referred to as the “**CONTRACTOR**” ,

WITNESSETH

WHEREAS, the Township of Hillsborough Municipal Utilities Authority is in need of certain services as delineated herein below to be performed; and

WHEREAS, it is the desire of the **AUTHORITY** that said services be performed by **MARK A. WETTER, ESQ.**, and

WHEREAS, **MARK A. WETTER, ESQ.**, agrees to perform said services as the **AUTHORITY** and/or its designated representatives may call upon him to perform;

NOW, THEREFORE, in consideration for the mutual covenants herein expressed, the parties hereby agree as follows:

PURPOSE OF CONTRACT

LEGAL SERVICES

SCOPE OF WORK

To act as **General Counsel** to the **AUTHORITY** and perform legal services as may be required by the Authority.

CONSIDERATION

For the services set forth hereinabove, the consideration to the **CONTRACTOR** shall be as follows:

1. The **AUTHORITY** shall pay the **CONTRACTOR** \$6,000 annually in monthly installments of \$500, and the **CONTRACTOR** shall attend all meetings of the **AUTHORITY**, and shall provide legal services/advice to its members and staff for matters of the **AUTHORITY** including but not limited to day to day operations, easement acquisitions, and contracts.
2. For services outside the scope of the annual fee set forth in Paragraph 1, or for legal advice requiring research, the **CONTRACTOR** shall perform all customary attorney/client duties required to carry out the work of the **AUTHORITY** and shall charge therefore \$200.00 per hour for said duties.

The **CONTRACTOR** shall be reimbursed for all costs incurred relative to the legal representation delineated herein. The consideration for services shall be paid as vouchers are submitted and approved by the **AUTHORITY** in the normal course of business.

ACCEPTANCE OF CONTRACT

MARK A. WETTER, ESQ., hereby accepts the Contract and agrees to utilize his best efforts to provide the service requested. The **CONTRACTOR** further represents that he has the education, training and experience to render the services requested in a quality manner.

TERM

This contract shall cover the period from March 28, 2018 through the reorganization meeting of the Authority on February 27, 2019.

TERMINATION

Either party may terminate this contract, without cause, upon 60 days advance notice of one to the other. In such eventuality, **CONTRACTOR** shall be paid for all services rendered through the date of termination.

ASSIGNMENT

This Contract shall not be assigned.

CONFLICT OF INTEREST/CONFIDENTIALITY

The **CONTRACTOR** represents that he is not employed or retained and will not be rendering services for an individual, company, municipality or other entity which would create a conflict of interest by virtue of the services the **CONTRACTOR** is now rendering for the **AUTHORITY** under the terms of this Agreement. Moreover, the **CONTRACTOR** represents and acknowledges that all information, strategies, positions, etc., will not be disseminated to any third party.

AFFIRMATIVE ACTION REQUIREMENTS

Pursuant to N.J.A.C. 17:27-3.4 (a), the parties agree as follows:

1. During the performance of this contract, the **CONTRACTOR** agrees as follows:
 - i. The **CONTRACTOR** or subcontractor where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. Except with respect to affectional or sexual orientation, the **CONTRACTOR** will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The **CONTRACTOR** agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the public agency compliance officer setting forth provisions of this nondiscrimination clause;
 - ii. The **CONTRACTOR** or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by the **CONTRACTOR**, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex;
 - iii. The **CONTRACTOR** or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the **CONTRACTOR's** commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - iv. The **CONTRACTOR**, or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time and The Americans with Disabilities Act.

Pursuant to N.J.A.C. 17:27-5.3(a), the parties agree as follows:

1. The **CONTRACTOR** or subcontractor, agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the affirmative action office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.
2. The **CONTRACTOR** or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
3. The **CONTRACTOR** or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
4. The **CONTRACTOR or subcontractor** agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
5. The **CONTRACTOR** or subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their proper corporate officers and their corporate seal to be hereto affixed this 28th day of March, 2018.

MATTERS FOR CONSIDERATION

2017 Report on Physical Conditions Report – Van Note –Harvey

Mr. Lynn reported to the members that Van Note-Harvey Associates had finalized and submitted the required 2017 Report on Physical Conditions of which each member was given a copy and copies were given to all of the agencies as required including the Bank of New York.

Mr. Lynn stated to the members that the conclusion of the report, as part of the “Recommendations” to pay increasing emphasis on prioritize and implementing preventive maintenance and proceed with repairs and replacement where required.

Update – Sunnymeade Pump Station – Pump 2 Failure

Mr. Lynn reported that the Sunnymeade Pump Station had a failure of pump #2, whereas the shaft literally sheared off of the pump. Mr. Lynn reported that we were fortunate that no other catastrophic failures or damage to the station resulted from this.

As a result of this the pump was pulled and sent out to have a new shaft machined. In the meantime the station would continue to operate on the two existing pumps. Mr. Lynn reiterated the need and urgency to have improvements to Sunnymeade Pump Station get under way.

Mr. Lynn noted that no spills or severe down time was encountered by the incident as a result of our crews working diligently to repair and keeping the pumps running.

Resolution – Approval of a Proposal from Van Note – Harvey Associates for the Outlet Structure Design, Force Main

Mr Lynn stated that he received the proposal from Van Note-Harvey Associates that was previously on the agenda in February for the design of the force main outlet and bypass chamber. Mr. Lynn reiterated the need for the new structure as the existing structure was in need of extensive repair and replacement.

Mr. Lynn suggested the hiring of Van Note-Harvey Associates since that firm did the original design years ago and has extensive knowledge of our system.

Mr. Lynn also reported the members that the design is to include an updated survey including elevations of the force main and gravity lines within the area of the chamber. Mr. Lynn told the members the cost is \$28,600 for the design project.

Following further discussion Mr. Nunn introduced the following resolution and moved it be adopted:

WHEREAS, Mr. Lynn recommended the need to approve the said proposal for the design and reconstruction of the outlet structure; and

WHEREAS, Mr. Lynn stated that there is appropriate funds available; and

NOW, THEREFORE BE IT RESOLVED, that the approval to approve the proposal as submitted by Van Note-Harvey Associates be approved with a not to exceed \$29,000.

The motion and resolution were seconded by Mr. McCray, and the roll call vote was: Chairman Avolio – yes, Mr. McCray – yes, Mr. Nunn – yes, Mr. Scarantino – yes, and Mr. Burchette – yes.

Resolution – Approval of a Proposal from Van Note – Harvey Associates for the Design of a Conceptual Site Plan for the Sunnymead Pump Station.

Mr Lynn stated that he received the proposal from Van Note-Harvey Associates for the design of Conceptual Site Plan for the Sunnymead Pump Station site and NJDEP Pre-Application Meeting. The Conceptual Site Plan would be prepared to formalize the layout of the relocated pump station and existing repair facilities garage along with all other apparatus associated with the redesign of the pump station. The conceptual design would include the workings of the new pump station as well.

Mr. Lynn also stated the plan is needed since we need to design the site in accordance with the wetlands as delineated on-site. Also the plan would be used to support our application at the NJDEP for the L.O.I.

Mr. Lynn suggested the hiring of Van Note-Harvey Associates since that firm did the original design years ago and has extensive knowledge of our system in particular the Sunnymead Pump Station.

Mr. Lynn told the members the cost to prepare the Conceptual Site Plan would be \$6,050.00 for the Conceptual Site Plan.

Following further discussion Mr. McCray introduced the following resolution and moved it be adopted:

WHEREAS, Mr. Lynn recommended the approval of the proposal for the Conceptual Site Plan as submitted by Van Note-Harvey Associates.

WHEREAS, Mr. Lynn stated that there is appropriate funds available; and

NOW, THEREFORE BE IT RESOLVED, that the approval to approve the proposal as submitted by Van Note-Harvey Associates be approved with a not to exceed \$6,050.00.

The motion and resolution were seconded by Mr. Nunn, and the roll call vote was: Chairman Avolio – yes, Mr. McCray – yes, Mr. Nunn – yes, Mr. Scarantino – yes, and Mr. Burchette – yes

Resolution – Appointing of Executive Director to the Authority

Mr. Lynn reported to the members that his appointment and contract as the Executive Director, Certifying Officer and Collector of Charges expired in March and therefore, Mr. Lynn is seeking an approval of another five (5) year period as named above.

After further discussion Mr. Nunn introduced the following resolution and moved it be adopted:

BE IT RESOLVED by The Township of Hillsborough Municipal Utilities Authority, in accordance with N.J.S.A. 40:14B-18, that Scott G. Lynn be and is hereby appointed Executive Director, Certifying Officer and Collector of Charges for a period of five years, said five year term beginning on March 28, 2018 and ending February 28, 2023; and

BE IT FURTHER RESOLVED that compensation for said positions be established annually by resolution of the Authority.

I, Scott G. Lynn, Certifying Officer of the Hillsborough Township Municipal Utilities Authority, hereby certify that the above is a true and correct copy of a resolution adopted by the Authority at a meeting duly convened on March 28, 2018.

NJUAJIF Safety Awards

Mr. Lynn reported that the Authority again obtained a perfect score on the Safety Incentive Program and completed the year without a lost time accident. Chairman Avolio and the members asked Mr. Lynn to congratulate the employees on continuing the good work on the Safety Incentive Program. Mr. Lynn stated in the past, in recognition for these accomplishments, the Authority awarded the employees with a Safety Day to be utilized as a personal day, to be used anytime during the current year. Chairman Avolio asked the members for their thoughts. Mr. Nunn said he felt it was important to let the employees know the commitment necessary to have a successful Safety Program and felt the Safety Day was both a way to recognize their efforts and incentive to continue.

After discussion, Mr. Nunn introduced the following resolution and moved it be adopted:

WHEREAS, the Township of Hillsborough Municipal Utilities Authority has obtained a perfect score in the New Jersey Municipal Authorities Joint Insurance Fund Safety Incentive Program and completed the year without a lost time accident;

NOW, THEREFORE, BE IT RESOLVED that in recognition of the aforementioned award and accomplishment, the staff be awarded a Safety Day to be utilized as a personal day within the current year.

The resolution and motion were seconded by Mr. McCray, and the roll call vote was: Chairman Avolio – yes, Mr. Nunn – yes, Mr. McCray – yes, Mr. Scarantino – yes, and Mr. Burchette – yes.

SVSA Report

No Report

Claims List Approval

Mr. Nunn introduced the following resolution and moved that it be adopted:

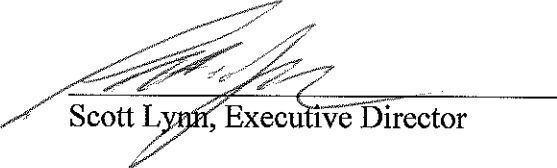
BE IT RESOLVED that the following claims lists dated March 28, 2018 be approved and the Treasurer be authorized to issue checks in payment of said claims.

Operating Fund - \$568,636.21

The motion and resolution were seconded by Mr. Scarantino, and the roll call vote was: Chairman Avolio – yes, Mr. Nunn – yes, Mr. McCray – yes, Mr. Scarantino – yes, and Mr. Burchette - yes.

Adjournment

There being no further business to come before the meeting, Mr. Nunn moved that the meeting be adjourned. The motion was seconded by Mr. Scarantino and the roll call vote was unanimous for adjournment.


Scott Lynn, Executive Director