

Berkeley Township Municipal Utilities Authority

2013-0045

Resolution Adopting the 2012 Annual Audit Report

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

WHEREAS, the annual audit for the fiscal year ended December 31, 2012 has been completed and filed with the Berkeley Township Municipal Utilities Authority pursuant to N.J.S.A. 40A:5A-15; and

WHEREAS, N.J.S.A. 40A:5A-17 requires the governing body of each Authority, within 45 days of receipt of final audit, to certify by resolution to the Local Finance Board that each member thereof has personally reviewed the annual audit report and specifically the sections of the audit titled "General Comments and Recommendations" and has evidenced same by group affidavit in the form prescribed by the Local Finance Board; and

WHEREAS, the members of the governing body have received the annual audit and have personally reviewed the annual audit, and have specifically reviewed the sections of the annual audit report entitled "General Comments and Recommendations" in accordance with N.J.S.A. 40A:5A-17.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the Berkeley Township Municipal Utilities Authority hereby certifies to the Local Finance Board of the State of New Jersey that each governing body member has personally reviewed the annual audit report for the fiscal year ended December 31, 2012 and specifically has reviewed the sections of the audit report entitled "General Comments and Recommendations" and has evidenced same by group affidavit in the form prescribed by the Local Finance Board.

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

CERTIFICATION

It is hereby certified that this is a true copy of the resolution passed at a Public Meeting of the Berkeley Township Municipal Utilities Authority, County of Ocean, State of New Jersey, held on May 23, 2013.

A handwritten signature in cursive script that reads "Lloyd G. Mullikin". The signature is written in dark ink and is positioned above a horizontal line.

Lloyd G. Mullikin, Secretary

GROUP AFFIDAVIT FORM

AUDIT REVIEW CERTIFICATION

STATE OF NEW JERSEY
COUNTY OF OCEAN

We, the members of the governing body of the Berkeley Township Municipal Utilities Authority, in the County of Ocean, being duly sworn according to law, upon our oath depose and say:

1. We are duly appointed members of the Board of Commissioners of the Berkeley Township Municipal Utilities Authority in the County of Ocean;
2. In the performance of our duties, and pursuant to N.J.A.C. 5:30-6.5, we have familiarized ourselves with the contents of the annual audit report filed with the Authority pursuant to N.J.S.A. 40A:5A-15 for the year ended December 31, 2012;
3. We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the annual audit report entitled "General Comments and Recommendations."

NAME

SIGNATURE

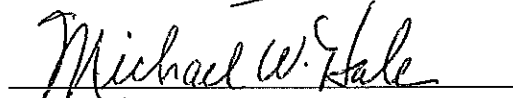
Keith Buscio



Karen Davis



Michael W. Hale



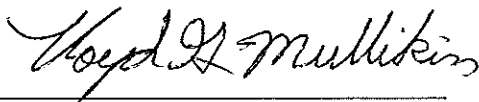
Lloyd G. Mullikin



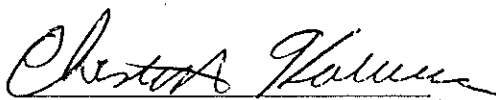
Patrick Pizzi



Eric J. Sudia


Lloyd G. Mullikin, Secretary

Sworn to and subscribed before me this 23rd day of May, 2013


~~Notary Public of New Jersey~~ Christopher K. Koutsaris

RESOLUTION NO. 2013- 0040

**RESOLUTION OF THE BERKELEY TOWNSHIP MUNICIPAL
AUTHORITY, COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING EXECUTIVE DIRECTOR TO ADVERTISE
FOR BIDS FOR THE PURCHASE OF WATER METERS FOR
THE AUTHORITY'S FRANCHISE AREA**

WHEREAS, the Berkeley Township Municipal Utilities Authority (hereinafter referred to as the "Authority") has been advised by its Operations Staff and Consulting Engineer, that there exists a necessity to acquire for installation 850 water meters of various sizes; and

WHEREAS, many of the meters to be purchased are necessary to replace meters which have been damaged or destroyed by the effects of Superstorm Sandy; and

WHEREAS, the Authority desires to advertise for the solicitation of bids for the project as soon as possible; and

WHEREAS, the Authority's Executive Director / QPA has confirmed the availability of funds for the project; and

WHEREAS, the Authority's Staff believes it pertinent to note that preliminary information suggests that approximately seventy-five (75%) of the cost of meter purchase to replace meters detrimentally effected by Superstorm Sandy will be reimbursed by programs funded by the Federal Emergency Management Agency (FEMA):

NOW, THEREFORE, BE IT RESOLVED this 27th day of June, 2013, by the Berkeley Township Municipal Utilities Authority as follows:

1. The Authority accepts the recommendations of its Operations Staff and Consulting Engineer and authorizes the advertisement of the Notice to Bidders in order to solicit bids for the project.

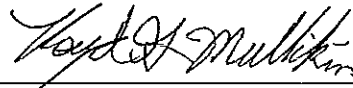
2. The Authority hereby authorizes and directs the Executive Director, Chairman and Secretary of the Authority to execute any and all necessary documents in order to implement the intent of this Resolution.

3. A certified copy of this Resolution shall be forwarded by the Executive Director to the following:

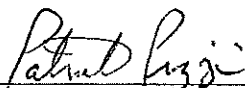
- (a) Honorable Patrick Pizzi, Chairman;
- (b) Michele Nugent, Executive Director / QPA;
- (c) Keith Chiaravallo, P.E.;
- (d) Christopher K. Koutsouris; and

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Berkeley Township Municipal Utilities Authority, County of Ocean, State of New Jersey at the Authority's Regular meeting held on the 27th day of June, 2013, a quorum being present and voting in the majority.



, Authority Secretary



, Authority Chairman

Prepared by:

DASTI, MURPHY, McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS
Forked River, New Jersey 08731

RESOLUTION NO. 2013- 0041

**RESOLUTION OF THE BERKELEY TOWNSHIP MUNICIPAL
AUTHORITY, COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING EXECUTIVE DIRECTOR TO ADVERTISE
FOR BIDS FOR THE INSTALLATION OF WATER METERS BY
AN OUTSIDE VENDOR WITHIN THE AUTHORITY'S
FRANCHISE AREA**

WHEREAS, the Berkeley Township Municipal Utilities Authority (hereinafter referred to as the "Authority") has authorized advertisement for the acquisition of 850 water meters of various sizes to be installed within the Authority's franchise area; and

WHEREAS, the meters acquired by the Authority will require installation by an entity qualified to provide such installation services for the Authority; and

WHEREAS, the Authority desires to advertise for the solicitation of bids for the installation of the acquired meters soon as possible; and

WHEREAS, the Authority's Executive Director / QPA has confirmed the availability of funds for the project; and

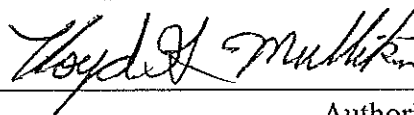
WHEREAS, the Authority's Staff believes it pertinent to note that preliminary information suggests that approximately seventy-five (75%) of the cost of meter installation to install replacement meters for those detrimentally effected by Superstorm Sandy will be reimbursed by programs funded by the Federal Emergency Management Agency (FEMA):

NOW, THEREFORE, BE IT RESOLVED this 27th day of June, 2013, by the Berkeley Township Municipal Utilities Authority as follows:

1. The Authority accepts the recommendations of its Operations Staff and Consulting Engineer and authorizes the advertisement of the Notice to Bidders in order to solicit bids for the project.
2. The Authority hereby authorizes and directs the Executive Director, Chairman and Secretary of the Authority to execute any and all necessary documents in order to implement the intent of this Resolution.
3. A certified copy of this Resolution shall be forwarded by the Executive Director to the following:
 - (a) Honorable Patrick Pizzi, Chairman;
 - (b) Michele Nugent, Executive Director / QPA;
 - (c) Keith Chiaravallo, P.E.;
 - (d) Christopher K. Koutsouris; and

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Berkeley Township Municipal Utilities Authority, County of Ocean, State of New Jersey at the Authority's Regular meeting held on the 27th day of June, 2013, a quorum being present and voting in the majority.



, Authority Secretary



, Authority Chairman

Prepared by:

DASTI, MURPHY, MCGUCKIN, ULAKY,
KOUTSOURIS & CONNORS
Forked River, New Jersey 08731

**RESOLUTION OF THE BERKELEY TOWNSHIP MUNICIPAL UTILITIES
AUTHORITY AUTHORIZING TRANSFER OF FUNDS BETWEEN
DESIGNATED LINE ITEMS UPON THE AUTHORITY'S 2013 CAPITAL
BUDGET**

WHEREAS, the Berkeley Township Municipal Utilities Authority (hereinafter referred to as the "Authority") is a public body corporate and politic of the State of New Jersey and in accordance with the Municipal and Counties Utilities Law, N.J.S.A. 40:14B-1, et seq. is authorized to implement and operate a municipal utilities authority; and

WHEREAS, the Authority in formulating the Authority's 2013 Capital Budget anticipated and reserved \$65,000.00 (Sixty-Five Thousand Dollars) would be required to replace filter sand & media; and

WHEREAS, an inspection of the Authority's filter sand & media revealed same to be in sufficient condition to not require replacement during the 2013 Authority year; and

WHEREAS, the Authority as a result of lasting impacts of Hurricane Sandy, the Authority has found itself with the unanticipated need to purchase and replace many water meters; and

WHEREAS, it has been represented to the Authority that 75% of the cost of water meter replacement would be funded by FEMA; and

WHEREAS, the Authority's executive staff has informed the Authority that the \$65,000.00 currently designated for the unnecessary filter sand & media replacement could be best utilized by the Authority towards the Authority's remaining costs in acquiring the necessary meters; and

WHEREAS, the Authority's Executive Director and Professional Staff have confirmed that the full amount of \$65,000.00 remains available on the filter sand & media replacement line in the Authority's capital budget; and

**DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS**

COUNSELLORS AT LAW

620 WEST LACEY ROAD
P.O. BOX 1057
FORKED RIVER, N.J. 08731

WHEREAS, the Authority has determined that there exists sufficient funds available in the Authority's Capital Account to meet this recommendation:

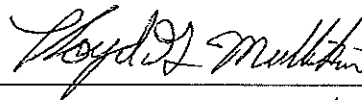
NOW, THEREFORE, BE IT RESOLVED, this 27th day of June, 2013, by the Berkeley Township Municipal Utilities Authority, County of Ocean, State of New Jersey as follows:

The Authority is hereby authorized to transfer the amount of SIXTY-FIVE THOUSAND (\$65,000.00) DOLLARS from the line item designated in the Authority's 2013 Capital Budget for "filter sand & media replacement" to a line item to be established in the 2013 Capital Budget designated for "water meter replacement"; and

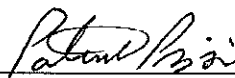
1. A copy of this resolution shall be forwarded to the following individuals:
 - a. Honorable Patrick Pizzi, Chairman
 - b. Michele Nugent, Executive Director
 - c. Frank Holman, Authority Auditor
 - d. Christopher K. Koutsouris, Esquiree.

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Berkeley Township Municipal Utilities Authority, County of Ocean, State of New Jersey at the Authority's Regular meeting held on the 27th day of June, 2013, a quorum being present and voting in the majority.



, Authority Secretary



, Authority Chairman

Prepared by:

DASTI, MURPHY, McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS
Forked River, New Jersey 08731

DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS

COUNSELLORS AT LAW

620 WEST LACEY ROAD
P.O. BOX 1057
FORKED RIVER, N.J. 08731

EMPLOYMENT AGREEMENT



THIS AGREEMENT made this 23rd day of May, 2013

BETWEEN:

The **BERKELEY TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**, a public body politic and corporate of the State of New Jersey, having a principal office at 42 Station Road, Bayville, New Jersey, 08721, its successors and/or assigns

hereinafter referred to as the "Authority";

AND


 of 
hereinafter referred to as "Executive Director";

WITNESSETH:

WHEREAS, the Authority has heretofore adopted a Resolution creating the position of Executive Director and has designated the duties of said office; and

WHEREAS, the Authority and the said Executive Director have agreed upon all of the terms and conditions hereinafter set forth in connection with her employment by the Authority;

NOW, THEREFORE, the parties hereto authorize this Agreement for employment of

 as Executive Director of The Authority as follows:

1. TERM

The term of this Agreement shall be for three (3) years and shall be applied retroactively commencing on April 18, 2013 and terminating on April 17, 2016.

2. **RIGHTS OF THE PARTIES TO EARLY TERMINATION**

Executive Director expressly agrees that in the event she elects to exercise her right to terminate this Agreement prior to April 17, 2016 that she will provide the Authority with not less than sixty (60) days written notice of said election. This will enable the Authority to hire a replacement for the Executive Director and to provide a period of "over-lap" in order to familiarize the superseding Executive Director with the position. The parties agree that the Authority may terminate Executive Director's employment by submitting written notice to the Executive Director not less than sixty (60) days prior to the effective date of any such termination. The sixty (60) day periods of notice set forth herein may be modified by agreement of the parties. The period of notice set forth herein shall not apply to any termination of the Executive Director which is undertaken with cause.

3. **COMPENSATION**

Compensation to [REDACTED] shall be computed at an annual rate according to the following schedule, payable at such times and pursuant to the standard Authority payroll procedures:

April 18, 2013 – April 17, 2014	[REDACTED]
April 18, 2014 – April 17, 2015	[REDACTED]
April 18, 2015 – April 17, 2016	[REDACTED]

4. DEVOTION BY EXECUTIVE DIRECTOR OF FULL TIME TO BUSINESS

Executive Director shall attend to all of the business of the Authority; however, the working hours of the Executive Director shall not necessarily be coincidental with the normal work hours of the staff of the Authority. The parties contemplate that the duties of the Executive Director shall require attendance at evening meetings of the Authority and other meetings both within and without the Township of Berkeley from time to time. Executive Director shall devote, at minimum, forty (40) hours per week, her time, attention, knowledge and skill exclusively to the business and interest of the Authority. Employee shall attend to all of the business of the Authority; however, her hours shall not necessarily be coincidental with the normal work hours for the Office Staff. The regular working days and working hours of the Executive Director shall be determined by the Commissioners of the Authority. The Executive Director shall always act in a manner that advances the best interests of the Authority. The parties agree and acknowledge that the Executive Director's position is a salaried managerial position and, in the event that the Executive Director shall devote more than forty (40) hours of work to the Authority in any given week, the Executive Director shall not be entitled to overtime pay.

5. DESCRIPTION OF DUTIES AND RESPONSIBILITIES

The Authority shall employ the Executive Director, reporting to the Authority, and receiving directions from the Authority as Executive Director. The responsibilities of the Executive Director to the Authority shall consist of the general overall direction of the administration and operation of the Authority and shall include any and all responsibilities incidental thereto as may be assigned from time to time by the Authority to her. These responsibilities shall include, but not be limited to the following:

- (a) Supervise and direct the administrative and operational staff of the Authority;
- (b) Act as liaison between the consulting engineers, solicitor, environmental consultants, and the Authority;
- (c) Development of a table of organization for the Authority;
- (d) Assist in the acquisition of sites and rights-of-way;
- (e) Act as liaison with all Federal and State agencies having jurisdiction over the Authority's activities; review all submissions to such agencies;
- (f) Conduct negotiations on all financial and labor matters;
- (g) Subject to the approval of the Authority, hire all employees and agents;
- (h) Subject to the approval of the Authority, investigate misconduct by employees and undertake corrective and disciplinary actions;
- (i) Prepare for and attend such public hearings as may be necessary or desirable or as directed by the Authority
- (j) Act as liaison between the Authority, governing body, and other local agencies;
- (k) Any and all other service as may be necessary and incidental to implementing all of the above and to facilitate the efficient administration and operation of the Authority in the conduct of its business.

6. RESTRICTION ON OUTSIDE EMPLOYMENT

The Executive Director will devote all of her time, attention, knowledge and skill solely and exclusively to the business and interest of the Authority; the Authority shall be entitled to all of the benefits, emoluments, profits or other issues arising from or incident to any and all work, services and advice of the Executive Director; and the Executive Director expressly agrees that during the term of this Agreement, she will not be interested, directly or indirectly, in any form, fashion or manner, as partner, officer, director, stakeholder, advisor, employee, or in any other form or capacity, in any business similar to the Authority's business or any allied trade. The Executive Director will not

engage in employment other than the Authority, except for teaching, which must receive prior approval from the Authority. The Executive Director shall at all times comply with the provisions of the Local Government Ethics Law, N.J.S.A. 40A:9-22.1 et seq.

7. AUTHORITY EQUIPMENT

The Authority agrees to provide an Authority owned vehicle to the Executive Director to be utilized for official Authority business only, unless authorized by a separate resolution of the Authority. The Executive Director shall also be supplied with a cellular phone by the Authority for use for Authority business and for which the Authority shall be responsible for all costs. Monthly phone records for the assigned Authority cellular phone shall be available to the Commissioners of the Authority to insure compliance with restrictive use.

8. VACATION

The Executive Director shall be entitled to vacation as defined in the Authority Employee Manual as amended effective January 26, 2012.

9. SICK LEAVE

The Executive Director shall be entitled to sick leave as defined in the Authority Employee Manual as amended effective January 26, 2012.

10. PERSONAL LEAVE

The Executive Director shall be entitled to three (3) personal days per year, during the term of this Agreement, which days shall not accumulate from year to year. The Executive Director shall provide the Authority Chairman or designee with at least

seventy-two (72) hours written notice prior to taking personal time off, except in cases of emergency. Day(s) shall not be used to extend a holiday or vacation period.

11. EXPENSES

In addition to the foregoing, Authority agrees that it will reimburse Executive Director for any and all necessary, customary, and usual expense incurred by her while traveling for and on behalf of the Authority pursuant to Authority's direction. Authority, furthermore, agrees to reimburse Executive Director for other necessary and customary out-of-pocket expenses. Authority and Executive Director further agree that the Authority will maintain a policy generally reflecting the, then current, per mile costs for operating a motor vehicle, and that, that amount, per mile, will be paid to the Executive Director by the Authority for travel expenses, only while the Executive Director uses her personal vehicle for the business of the Authority. In the event that any such expenses are incurred, the Executive Director will report them to the Authority's representative as soon as possible but in no event after ten (10) days have elapsed. In the event ten (10) days pass without the Executive Director reporting any such expenses, Executive Director will be deemed to have waived the right to collect said expenses.

12. OTHER BENEFITS

In addition to the foregoing, Executive Director will also be provided the following additional benefits:

- a. Medical Insurance as set forth in the the Authority Employee Manual as amended effective January 26, 2012.
- b. Dental Insurance as set forth in the Authority Employee Manual as amended effective January 26, 2012.
- c. Contributory life insurance

13. **PENSION**

The Authority shall take any and all actions necessary for the Executive Director's enrollment and/or continuance in the New Jersey Public Employees' Retirement System (PERS), including but not limited to the Authority's required contributions commensurate with Executive Director's salary and payment of all premiums for life and death benefits in accordance with the program available to members of the PERS.

14. **QUALIFIED PURCHASING AGENT**

The Authority recognizes that the Authority benefits from the Executive Director's status as a Qualified Purchasing Agent (QPA). The Executive Director shall be entitled to an annual stipend of [REDACTED] "extra compensation" as a result of the Executive Director's status as a QPA. The QPA stipend shall be paid to the Executive Director in full on the first pay period of each contract year, upon submission of documentation of continued certification as a QPA to the Authority Chairman or designee.

15. **LENGTH OF SERVICE STIPEND**

The Authority recognizes that the Authority benefits from the Executive Director's length of service as an employee to the Authority. The Executive Director shall be entitled to an annual stipend of [REDACTED] as "extra compensation" as a result of the Executive Director's length of service to the Authority.

16. **HOLIDAYS**

The Executive Director shall have the same entitlements given to other employees of the Authority, with regard to all Holidays.

17. **INDEMNIFICATION**

Whenever any civil action has been or shall be brought against the Executive Director for any act or omission arising out of and in course of the performance of her employment, the Authority shall defray all expenses of defending such action, including counsel fees and court cost, if any, and shall save harmless and protect the Executive Director from any financial loss resulting therefrom.

18. **TERMINATION OF AGREEMENT**

In addition to the provisions of early termination set forth in Section 2 above, this Employment Agreement shall terminate and the Executive Director shall cease to be an employee of the Authority and shall receive no further salary or benefits from the Authority upon the occurrence of the following events:

- A. Death of the Executive Director, but for post death benefits, if any;
- B. Mutual Agreement, in writing, of the Executive Director and the Authority;
- C. Cause, which shall be defined to include specifically the following non-exhaustive list of actions of the Executive Director:
 - i. fraud, embezzlement, misappropriation, dishonesty, or breach of trust;
 - ii. a felony or act of moral turpitude;
 - iii. material breach or violation of any or all of the covenants, agreements and obligations of the Executive Director set forth in this Agreement other than as a result of death or disability;
or
 - iv. any other reason that the Authority believes is reasonable.

19. **MODIFICATIONS**

Any modifications to the provisions of this Agreement, or waiver of the provisions and conditions of this Agreement, shall not be effective unless reduced to writing and executed by the Executive Director and the Authority Chairman or designee, after approval by a majority vote of all of the members of the Authority. In the event this Agreement is extended by the Authority and Michele Nugent, such extension, if any, will be reduced to writing and will contain a termination provision of not less than thirty (30) days.

20. **PRIOR REPRESENTATIONS**

This Employment Agreement supersedes any and all prior representations, statements or agreements of any nature whatsoever, written or oral, between the Authority and the Executive Director, and all said representations, statements or agreements are hereby rendered null and void.

21. **GENERAL PROVISIONS**

- A. This Agreement shall constitute the entire Agreement between the parties. Both the Authority and Executive Director acknowledge and agree that no prior representations or promises have been made which are not included herein.
- B. If any provision, or any portion of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portions thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

22. **TRIPPLICATE ORIGINAL**

This Employment Agreement has been executed in three (3) originals, each of which shall be deemed to be an original and binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns. The Authority Attorney shall retain one (1) original; the personnel file of the Executive Director shall contain the second original; and the final original will be given to the Executive Director.

23. **WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING**

It is further agreed that no waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this paragraph may not be waived except as herein set forth.

24. **CONTRACT GOVERNED BY LAW OF STATE OF NEW JERSEY**

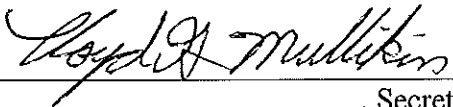
The parties hereto agree that it is their intention and covenant that this Agreement and performance hereunder and all suits and special proceedings hereunder be construed in accordance with and under and pursuant to the laws of the State of New Jersey and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of New Jersey shall be applicable and

shall govern to the exclusion of the law of any other form, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF, the BERKELEY TOWNSHIP MUNICIPAL UTILITIES AUTHORITY has caused this Agreement to be executed on its behalf by its Chairman or Vice Chairman and duly attested to by its Secretary, and the Executive Director has signed and executed this Agreement as of the date first above written

ATTEST:

BERKELEY TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

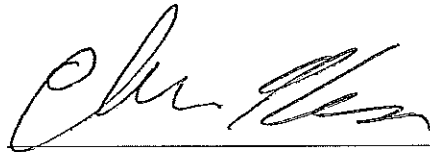


, Secretary



PATRICK PIZZI, Chairman

WITNESS:





MICHELE NUGENT, Executive Director