

## **SEPTEMBER 28, 2016**

Public comments will be permitted for those specific resolutions to be removed from consent approval.

Please read the synopsis of the resolutions, which have been prepared by the Authority's Staff. Each is informative and self-explanatory. However, if you wish to address a specific resolution, the Board will entertain questions on it.

### **RESOLUTIONS**

#### **Executive Session Resolution #09E-16**

- 1. Resolution awarding a contract for Furnishing and Delivering 1,900 Ultraviolet Disinfection Lamps to First Light Technologies in the sum of \$25,650 - #42-16**
- 2. Resolution authorizing a Shared Services Agreement with the City of Linden for Vehicle Maintenance at the Linden Municipal Garage - #43-16**
- 3. Resolution authorizing the Purchase of Electricity Supply Services on an online auction website and granting Executive Director authority to execute the contract - #44-16**

#### **APPROVAL FOR PAYMENTS**

- 1. By Motion and "O&M Resolution", there is an Operating Fund Payment in the total amount of \$577,202.67**
- 2. By Motion and "R&R Resolution", there are payments from the Authority's Renewal and Replacement Fund totaling of \$465,054.78**

**LINDEN ROSELLE SEWERAGE AUTHORITY**

**RESOLUTION #09E-16**

**EXECUTIVE SESSION**

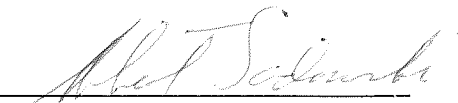
**WHEREAS**, THE Linden Roselle Sewerage Authority has determined at a meeting of September 28, 2016 to which the public is admitted, that it is necessary to **exclude the public** from a portion of that said meeting for the following reasons;

The Authority will discuss:

**Personnel Matters  
and  
Any other matters as may come before the Members**

**NOW, THEREFORE BE IT RESOLVED**, that this meeting be closed to the public until such discussion will be made available to the public within thirty (30) days, unless it is determined by the Authority that disclosure of those Minutes would defeat the intent and purpose of N.J.S.A. 10:14-12(b).

I certify the foregoing to be a true copy of a Resolution adopted by the Linden Roselle Sewerage Authority at a meeting held on September 28, 2016.

  
\_\_\_\_\_  
Robert Sadowski, Secretary

**LINDEN ROSELLE SEWERAGE AUTHORITY**

**RESOLUTION #42-16**

**AWARDING A CONTRACT FOR FURNISHING AND DELIVERING  
ULTRAVIOLET DISINFECTION LAMPS**

**WHEREAS**, the Linden Roselle Sewerage Authority issued a request for bids to Furnish and Deliver Ultraviolet Disinfection Lamps, to be publicly opened and read aloud on September 22, 2016 at 10 A.M. prevailing time; and


**WHEREAS**, two bids were received and it was determined that the bid submission of the lowest bidder, First Light Technologies, Inc. in the amount of \$25,650.00 was both responsible and responsive; and

**WHEREAS**, the Members of the Board have reviewed the recommendation of the Executive Director and Purchasing Manager made in a memorandum to award a contract to First Light Technologies, Inc. on its bid of \$25,650.00; and

**WHEREAS**, the Certifying Finance Officer has certified that sufficient funds are available in the Authority's 2016 budget in Account Number 01-215-8700 (Ultraviolet Supplies) as evidenced by the attached Certification of Funds.

**NOW THEREFORE, BE IT RESOLVED**, by the Linden Roselle Sewerage Authority that the contract for Furnishing and Delivering Ultraviolet Disinfection Lamps be and the same is hereby awarded to First Light Technologies, Inc. in the sum of \$25,650.00, on its bid of \$13.50 per lamp for 1,900 lamps. The Chairman and Secretary are authorized and directed to execute the contract.

I certify the foregoing to be a true copy of a Resolution adopted by the Linden Roselle Sewerage Authority at a meeting held on September 28, 2016.

  
\_\_\_\_\_  
Robert Sadowski, Secretary

**LINDEN ROSELLE SEWERAGE AUTHORITY**

**CERTIFICATION OF FUNDS**

I hereby certify that sufficient funds are available in the Authority's 2016 budget in Account No. 01-215-8700 entitled Ultraviolet Supplies for a contract with First Light Technologies, Inc. in the sum of \$25,650.00 now pending approval.

Dated: September 28, 2016

  
\_\_\_\_\_  
Gary G. Fare  
Certifying Finance Officer

**LINDEN ROSELLE SEWERAGE AUTHORITY**

**RESOLUTION #43-16**

**APPROVING A SHARED SERVICES AGREEMENT WITH**  
**CITY OF LINDEN**

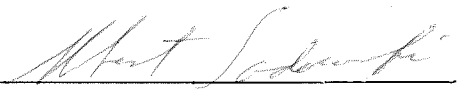
**WHEREAS**, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., specifically authorizes local government units to enter into agreements for the provision of shared services; and

**WHEREAS**, the City of Linden has agreed to allow the Linden Roselle Sewerage Authority to utilize the City of Linden Municipal Garage for its vehicle maintenance at a rate of \$85.00/per hour, plus the cost of parts, in accordance with the terms of the Shared Services Agreement that has been proposed for this purpose which is attached hereto; and

**WHEREAS**, the City of Linden has authorized this Agreement by adoption of Resolution No. 2016-289 on August 17, 2016;

**NOW THEREFORE, BE IT RESOLVED**, by the Linden Roselle Sewerage Authority that the Shared Services Agreement between the City of Linden and the Authority be and is hereby approved. The Chairman and Secretary are authorized and directed to execute the Agreement.

I certify the foregoing to be a true copy of a Resolution adopted by the Linden Roselle Sewerage Authority at a meeting held on September 28, 2016.

  
\_\_\_\_\_  
Robert Sadowski, Secretary

**SHARED SERVICES AGREEMENT FOR LINDEN ROSELLE SEWAGE AUTHORITY  
VEHICLE MAINTENANCE AT THE LINDEN MUNICIPAL GARAGE**

BY THIS AGREEMENT, made on this 28th day of September, 2016, by and between the CITY OF LINDEN ("City"), a municipal corporation in the State of New Jersey, having its principal offices at 301 N. Wood Avenue, Linden, New Jersey; and the LINDEN ROSELLE SEWAGE AUTHORITY ("LRSA"), a corporation in the State of New Jersey, having its principal offices at 5005 South Wood Avenue, Linden, New Jersey, it is mutually agreed as follows:

WHEREAS, the LRSA requires the use of the City of Linden Municipal Garage for the LRSA vehicle maintenance;

WHEREAS, the City has the means to provide said services to the LRSA; and

WHEREAS, *N.J.S.A. 40A:65-4 et seq.*, allows the LRSA and the City to enter into a shared service agreement for the City to provide said services to the LRSA.

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereby agree as follows:

1. The City agrees to allow the LRSA to utilize the City of Linden Municipal Garage for its vehicle maintenance.
2. The LRSA hereby agrees to pay the City of Linden \$85.00/per hour, plus the cost of parts, for said vehicle maintenance services.
3. The LRSA hereby assumes all risks of, or liabilities for injuries to persons (including death at any time), and damage to the property occurring, or alleged to have occurred, through the LRSA's negligent use of the facilities or on account of any condition created by the LRSA or occurring during the LRSA's negligent use, preparation or maintenance of the facilities, and to the extent of the LRSA's liability for same, shall indemnify and hold harmless and defend the City, its elected or appointed officials, and its employees from and against any and all losses and expenses resulting from or in connection with claims, demand, actions, suits, and judgments which may be made, instituted, or recovered against the City, its elected or appointed officers or employees for the use of the aforementioned facilities.
4. The LRSA shall provide proof of insurance, reflecting liability coverage for all actions, omissions and services rendered by the City in the amount of One Million Dollars (\$1,000,000.00), with the City as a named insured.
5. The obligations of this Agreement are material to the public anticipated budget revenues and expenditures of each party and neither party to this Agreement shall assign or transfer its performance hereunder without the prior written consent of the other. In such event,

either party may, at its option, forthwith cancel this Agreement by giving thirty (30) days written notice of same.

6. The failure of either party to insist upon strict performance of provisions of this Agreement shall not be construed as a waiver or relinquishment for the future of any such performance, but shall be and remain in full force and effect.
7. This agreement shall be construed, governed by, and interpreted in accordance with the laws of the State of New Jersey. In no event shall this Agreement, or any Agreement entered into by either party in furtherance of this Agreement, including any Agreement between the City and any other party contracting therewith, provide for or permit arbitration of any dispute arising under any condition of this Agreement.
8. If any part of this Agreement or application thereof to any person or circumstance shall, for any reason, be adjudged by a Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement which is hereby declared to be severable. Moreover, to the extent necessary, this Agreement shall be reformed in accordance with the intent of this Agreement so as to permit said Agreement to continue to its expiration.
9. Either party may cancel this Agreement at any time, upon thirty (30) days written notice to the other party.
10. Written notices or other communications under this Agreement shall be by certified mail, return receipt requested, addressed as follows:

To the LRSA:                      Linden Roselle Sewage Authority  
5005 South Wood Avenue  
Linden, New Jersey 07036

To the City:                      Office of the City Clerk  
City of Linden  
301 N. Wood Avenue  
Linden, New Jersey 07036

IN WITNESS WHEREFORE, the parties hereto have hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2016.

Attest:

**CITY OF LINDEN**

\_\_\_\_\_  
Joseph C. Bodek, City Clerk

\_\_\_\_\_  
Derek Armstead, Mayor

Attest:

**LINDEN ROSELLE SEWAGE  
AUTHORITY**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Name:  
Title:

sharedsvlrna



**LINDEN ROSELLE SEWERAGE AUTHORITY**

**RESOLUTION #44-16**

**AUTHORIZING THE PURCHASE OF ELECTRICITY SUPPLY SERVICES FOR PUBLIC  
USE ON AN ONLINE AUCTION WEBSITE**

**WHEREAS**, the Local Unit Technology Pilot Program and Study Act (P.L. 2001,c. 30)(the "Act") authorized the purchase of energy generation service for public use through the use of an online auction service; and

**WHEREAS**, the Linden Roselle Sewerage Authority as the Lead Agency of the Linden Roselle Sewerage Authority Cooperative Pricing System (LRSACPS-ID#204) has determined to utilize a reverse auction in order to procure electricity through the online auction services of EMEX, LLC, an approved vendor pursuant to the Act, waiver number EMEX LLC-1, located at [www.energymarketexchange.com](http://www.energymarketexchange.com); and


**WHEREAS**, EMEX shall be compensated for all services rendered in connection with the Reverse Auction by the successful supplier to which a contract is awarded; and

**WHEREAS**, the Reverse Auction shall be conducted pursuant to the terms of the Act.

**NOW THEREFORE BE IT RESOLVED**, by the Linden Roselle Sewerage Authority that the utilization of a Reverse Auction to be conducted by EMEX, LLC to procure electricity for the LRSACPS is hereby authorized; and

**BE IT FURTHER RESOLVED**, that the Executive Director be and is hereby authorized to execute on behalf of the Linden Roselle Sewerage Authority Cooperative Pricing System any electricity contract proffered by the participating supplier that submits the winning bid in the EMEX Reverse Auction if the auction achieves a price that is determined to be in the best interest of the Cooperative.

I certify that the foregoing is a true copy of a Resolution adopted by the Linden Roselle Sewerage Authority at a meeting held on September 28, 2016.

  
Robert Sadowski, Secretary