

Minutes of the Regular Meeting of the Pine Hill Borough Municipal Utilities Authority held Wednesday, February 19, 2014 at 7:30 PM at the PHBMUA Building, 907 Turnerville Road, Borough of Pine Hill, County of Camden, State of New Jersey.

Mr. Buscher called the meeting to order with the Pledge of Allegiance to the Flag and the reading of the Open Public Meeting Act.

Mr. Long asked Mr. Knott to stand. Mr. Long swore in Mr. Knott.

Roll Call:

Present: Mr. Buscher, Mr. Costantino, Mr. Garvey, Mr. Knott, Mr. Greer, Mr. Odenath

Absent: Mr. Hartman

Also in attendance Mr. Hassett, Executive Director, Mr. Toal, Operations Manager, Mr. Long, Solicitor and Mr. Dougherty, Engineer. Mr. Greer was seated.

Mr. Knott made a motion to excuse Mr. Hartman's absence, seconded by Mr. Costantino. On vote voice, motion carried.

Mr. Garvey made a motion to open the floor to the public, seconded by Mr. Costantino. On voice vote, motion carried.

Mr. Buscher stated that he would turn the floor over to our Solicitor, Mr. Long. Mr. Long read the following:

The Pine Hill MUA highly values the input of citizens in making important decisions that affect our community. We believe in the rights of citizens to observe MUA meetings. To ensure that all of our citizens have the opportunity to attend Board Meetings and offer comment, and to ensure that the Board can conduct the important business of the MUA, we ask that the speakers follow the guidelines for making public comments.

The Board Chairman will recognize those individuals in the audience who have signed in and wish to make comments. We ask that you respect the following procedures:

1. All members of the public attending the Board Meeting must treat each other and the Board with respect.
2. Please state your full name and address for the record.
3. Please limit your comments to five minutes.
4. In the event that you can't get all of your comments in the five minutes, please submit any questions that you may have to the Board or our Executive Director, with your name, address, and telephone number where you can be contacted. Your questions will be answered within a reasonable time frame.
5. Individuals offering citizen comment are not permitted to make personal attacks on any MUA employee, MUA Board Member, other testifier or member of the public.

With that, you may proceed with calling anyone who wishes to speak this evening, Mr. Chairman.

Mrs. Flossie Harley, 110 Cross Keys Road, Berlin, NJ 08009, came before the Board to voice her concerns about a pump station being built on the property next to her property on Atlantic Avenue in Pine Hill. She stated that she had gone to the Madison Avenue pump station and talked to neighbors about any problems; either noise or odor. Mr. Dougherty provided plans of the Atlantic Avenue pump station to Mrs. Harley and explained that the Atlantic Avenue pump station is not the same size as the Madison Avenue pump station. The Atlantic Avenue pump station will mostly be under ground. Mr. Dougherty explained the need for the pump station and appropriately how many units will go through the pump station. Mr. Hassett stated that the Tall Pines pump station would be similar to the type and size of the Atlantic Avenue pump station. And suggested that Mrs. Harley check the Tall Pines pump station. Mr. Hassett stated that we have 24 hour on-call personnel and if there are any problems, Mrs. Harley should call the Authority.

Mrs. Mae Potts, 155 Cross Keys Road, Berlin, NJ 08009, came before the Board to ask some questions about the Atlantic Avenue pump station and whether all new sewer lines will be installed. Mr. Hassett stated that the existing sewer main will be used and that the new pump station will actually change the direction of the sewer. Mr. Dougherty stated that this location is the best location because of gravity and the location is the low point. A force main will come up Atlantic Avenue to Cross Keys Road.

Mr. Garvey made a motion to close the floor to the public, seconded by Mr. Knott. On voice vote, motion carried.

Mr. Greer had to leave the meeting at 7:50 PM due to a motor vehicle rescue that he had to attend. Mr. Costantino made a motion to excuse Mr. Greer, seconded by Mr. Knott. On voice vote, motion carried. Mr. Odenath was seated.

Mr. Michael Welding, Bowman and Company, reviewed the 2013 Annual Audit with the Board.  
Resolution #14-26

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 year ended July 31, 2013 has been completed and filed with the Pine Hill Borough Municipal Utilities Authority, County of Camden 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 to, within 45 days of receipt of the annual audit, certify by resolution to the Local Finance Board that each member thereof has personally reviewed the annual report of audit, and specifically the section entitled "Schedule of Findings 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 report of audit, and have specifically reviewed the section entitled "Schedule of Findings and Recommendations", in accordance with N.J.S.A. 40A: 5A-17,

Now, Therefore Be It Resolved, the governing body of the Pine Hill Borough Municipal Utilities Authority, County of Camden, hereby certifies to the Local Finance Board of the State of New Jersey that each Board Member has personally reviewed the annual report of audit for the year ended July 31, 2013 and specifically has reviewed the sections of the report of audit entitled "Schedule of Findings and Recommendations", and has evidenced same by group affidavit in the form prescribed by the Local Finance Board.

Be It Further Resolved, that the Secretary of the Authority is hereby directed to promptly submit to the Local Finance Board the aforesaid group affidavit, accompanied by a certified true of this resolution.

Mr. Costantino made a motion to accept the resolution, seconded by Mr. Garvey.

Roll Call:

Ayes: Mr. Buscher, Mr. Costantino, Mr. Garvey, Mr. Knott, Mr. Odenath

Nays: None

Abstain: None

Minutes:

Minutes of the January and Reorganization meetings.

Mr. Costantino commented that the Reorganization minutes have the correct dates but list the meetings as the third Thursday. Mrs. Corson will correct the Reorganization minutes to reflect the third Wednesday.

Mr. Buscher made a motion to accept the minutes of the meetings as corrected, seconded by Mr. Garvey. On voice vote, motion carried. Mr. Costantino and Mr. Knott abstained.

Correspondence:

1. From Camden County MUA re: Infiltration/Inflow Reduction Plan
2. From Pennoni re: Glen Eyre Phase II
3. From Howard Long re: Mt. Clement Water Storage Tank
4. From Pennoni re: Mt. Clement Water Storage Tank
5. From Mayor Green re: Recent Snow Storms
6. From Pennoni re: Emergency Repair of Water Mains
7. From NJ DEP re: Authorization to Award
8. From Pat Garvey re: Lawn Service
9. To Bromley Estates Phase I and II re: Hydrant Repair
10. To Bromley Estates Phase III re: Hydrant Repair
11. To Ms. Fries re: Theft of Service
12. To Mr. Martino re: Theft of Service
13. From Pennoni re: Atlantic Avenue Pump Station
14. From Pennoni re: Mt. Clement Water Storage Tank
15. To Pat LaGrande re: Theft of Service

The Board reviewed the correspondence.

Mr. Costantino made a motion to accept the correspondence, seconded by Mr. Garvey.  
On voice vote, motion carried unanimously.

Engineer's Report:

I. Active Projects

1. Mt. Clement Well Tank
  - a. Received bids January 8. Six bids submitted.
  - b. NJDEP issued Authorization to Award.
  - c. Pennoni bid recommendation to award to Worldwide Industries for low bid amount of \$240,400.
  - d. Work scheduled for September start.
  - e. Pennoni coordinating site meeting with cell equipment contractor for relocation of antennas.
2. Water Booster Station (PHMU 0911)
  - a. System timer adjustments for "weekend" peaks.
3. Greenwood Avenue Pump Station (PHMU 0504)
  - a. PHBMUA to proceed with improvements.
  - b. Easement from Pine Valley being negotiated by MUA.
  - c. Additional sewer improvements to eliminate redirect flow to Pine Hill.
  - d. Cost estimate for improvements: \$360,000.
  - e. Force main work by MUA staff.
  - f. Possible Spring 2014 construction schedule.
4. Atlantic Avenue Pump Station/Lakes at Pine Hill (PHMU 1301)
  - a. Received bids January 8. Four bids submitted.
  - b. NJDEP issued Authorization to Award.
  - c. Pennoni bid recommendation to award to Level-1 Construction for low bid amount of \$627,000.
  - d. Planning Board approved market rate town homes.
5. Tank Antenna Issues (PHMU 1300)
  - a. ATT and Verizon looking to locate on tanks.
6. Madison Ave. PS /CCMUA Atlantic Basin Interceptor (PHMU 0910)
  - a. CCMUA work started: Downstream manhole has been constructed.
  - b. Anticipated completion schedule: December 2013/March 2014.
  - c. Pennoni to bid Force Main based on CCMUA schedule (Spring 2014).
  - d. **Estimated Project Cost: \$350,000.**
7. Fieldstone/Glen Eyre Phase 1, Phase 2, Phase 3(PHMU 0606)
  - a. Recommend Bond release for Phase 1.
  - b. Phase 2 under construction.
  - c. Phase 3 submitted to Planning Board.
8. Castle/Karley Homes Sewer
  - a. Bank looking to finish development.

II. Other Projects

1. Third Fairway (PHMU 0708)
  - a. TWA Permits approved by NJDEP.
  - b. Water permit approved by NJDEP.
2. Pine Hill Partners (Apartments)
  - a. No recent action.
3. Possible Long Term Capital Projects for 2012/2013
  - a. Lining projects.
  - b. Valve replacements.
  - c. Fire hydrant replacements.
  - d. Eliminate Dead-end loops.
  - e. Meter replacements: investigate programs for funding.
  - f. Solar.
  - g. Odor Control at Branch Avenue.
4. Identify Funding Sources for 2012/2013
  - a. NJEITF (Loans).
  - b. Federal Sources (Loans).
  - c. Private Financing (other utilities).
  - d. Municipal Acquisitions, McLean, Virginia.

e. USDA grant program.

Mr. Dougherty reviewed his report with the Board.

Mr. Knott made a motion to accept the Engineer's Report, seconded by Mr. Garvey.

On voice vote, motion carried.

Solicitor's Report:

Mr. Long reviewed his correspondences and resolutions with the Board. Mr. Long stated that we have heard some of the cell phone carriers concerning the antennas on Mt. Clement Tower. He discussed the letters that were sent out to the carriers. Mr. Long stated that the union committee has received a communication from the union and that they will be meeting with the union soon.

Mr. Costantino made a motion to accept the Solicitor's Report, seconded by Mr. Garvey. On voice vote, motion carried.

Operations Manager's Report:

The Board reviewed Mr. Toal's Report.

Mr. Knott made a motion to accept the Operations Manager's Report, seconded by Mr. Garvey.

On voice vote, motion carried.

Executive Director's Report:

Mr. Hassett stated that AT & T wants to install a backup generator near the Turnerville Tower, we are going to ask for more rental fees. Mr. Hassett stated that he has received the invoice from Mount Construction for the water main repair. Mount is reviewing their bill.

Mr. Costantino made a motion to accept the Executive Director's Report, seconded by Mr. Knott. On voice vote, motion carried.

Board Member's Report:

Mr. Knott stated that he wanted to thank the Authority for helping the Borough during the recent snow storms.

New Business:

None

Old Business:

None

Resolutions:

#### Resolution #14-27

**WHEREAS**, The Pine Hill Borough Municipal Utilities Authority was created by virtue of an ordinance duly and finally adopted on March 9, 1959, of the Borough of Pine Hill, in the County of Camden, New Jersey ("Borough"), pursuant to and in accordance with the provisions of Chapter 183 of the Laws of the State of New Jersey of 1957, and the acts amendatory thereof and supplemental thereto ("Act"); and

**WHEREAS**, the Authority is the owner and operator of certain sewerage conveyance facilities ("Sewer System") within the Authority's service area; and

**WHEREAS**, the Authority is empowered to acquire, construct, maintain, operate and use projects related to its Sewer System and to issue bonds of the Authority to finance and refinance such projects relating to said Sewer System; and

**WHEREAS**, the Authority has determined there exists a need within its service area to undertake capital improvements to its Sewer System, consisting of the construction of a new sanitary sewer pump at the intersection of Atlantic Avenue and Edgewood Avenue, all as more particularly described in the information on file in the offices of the Authority and the Authority's Consulting Engineer and available for inspection during normal business hours ("Project") as further defined in that certain Loan Agreement ("Trust Loan Agreement") to be entered into between the Authority and the New Jersey Environmental Infrastructure Trust ("Trust") and that certain Loan Agreement ("Fund Loan Agreement"; together with the Trust Loan Agreement, the "Loan Agreements") to be entered into between the Authority and the State of New Jersey, acting by and through the New Jersey Department of Environmental Protection ("State"), all pursuant to the 2014 New Jersey Environmental Infrastructure Trust financing program ("Program"); and

**WHEREAS**, the Authority has determined to finance the acquisition, construction, renovation or installation of the Project with the proceeds of a loan to be made by each of the Trust ("Trust Loan") and the State ("Fund Loan"; together with the Trust Loan, the "Loans") pursuant to the Trust Loan Agreement and the Fund Loan Agreement, respectively; and

**WHEREAS**, to evidence the Loans, each of the Trust and the State require the Authority to authorize, execute and deliver its Sewer Revenue Bonds, Series 2014A to the Trust ("2014A Bonds") and its Sewer Revenue Bonds, Series 2014B to the State ("2014B Bonds"; together with the 2014A Bonds, the "2014 Bonds"), pursuant to the terms of applicable law and pursuant to the terms of the Loan Agreements; and

**WHEREAS**, the 2014 Bonds are to be issued under and secured by an Indenture of Trust, dated December 1, 1986 ("Original Indenture"), as supplemented by a First Supplemental Indenture, dated December 1, 1986 ("First Supplemental Indenture"); a Second Supplemental Indenture, dated as of October 15, 1999 ("Second Supplemental Indenture"); a Third Supplemental Indenture dated as of November 1, 2007 ("Third Supplemental Indenture") and a Fourth Supplemental Indenture to be dated as of March 1, 2014 ("Fourth Supplemental Indenture"; together with the Original Indenture, the First Supplemental Indenture, the Second Supplemental Indenture and the Third Supplemental Indenture, the "Indenture") between the Authority and the trustee thereunder ("Trustee"); and

**WHEREAS**, the Trust and the State have expressed their desire to close in escrow the making of the Loans, the issuance of the 2014 Bonds and the execution and delivery of the Loan Agreements, all pursuant to the terms of an escrow agreement ("Escrow Agreement") to be entered into between the Trust, the State, the Authority, and the escrow agent named therein ("Escrow Agent"), as trustee for the holders of the 2014 Bonds; and

**WHEREAS**, to effectuate the financing plan described in the above mentioned paragraphs, it is necessary for the Authority to adopt this bond resolution and to authorize and approve the issuance of the 2014 Bonds, in an aggregate principal amount of up to \$675,000.

**NOW, THEREFORE, BE IT RESOLVED BY THE PINE HILL BOROUGH MUNICIPAL UTILITIES AUTHORITY AND THE MEMBERS THEREOF, AS FOLLOWS:**

#### **ARTICLE I**

##### **DEFINITIONS AND INTERPRETATIONS**

**Section 1.01 Short Title.** This resolution may hereafter be cited by the Authority, and is hereafter referred to as the "2014 Bond Resolution".

**Section 1.02 Definitions.** As used, mentioned or referred to in this 2014 Bond Resolution, the following words, terms and phrases shall have the meanings ascribed thereto, unless the context shall clearly require otherwise.

**"2014 Bond Resolution"** shall mean this 2014 Bond Resolution, as the same may from time to time be amended and supplemented.

**"2014 Bonds"** shall mean any of the Bonds of the Authority authorized to be issued by and pursuant to this 2014 Bond Resolution.

**Section 1.03 Other Defined Terms.** Capitalized terms, not otherwise defined herein, shall have the meanings ascribed thereto in the Indenture, unless the context clearly requires otherwise.

**Section 1.04 Interpretations.** As the context shall clearly require, words importing persons include persons, firms, associations (whether incorporated or not incorporated), corporations and other organizations of persons. Words importing the singular number include the plural number and vice versa, and words importing the masculine include the feminine.

#### **ARTICLE II**

##### **AUTHORIZATION FOR ADOPTION OF THE 2014 BOND RESOLUTION**

**Section 2.01 Authorization for the 2014 Bond Resolution.** This 2014 Bond Resolution is adopted by virtue of the Act, Article Two and Article Twelve of the Indenture.

**Section 2.02 Indenture to Constitute Contract.** In consideration of the purchase and acceptance of any or all of the 2014 Bonds by those who shall own the same from time to time, the provisions of the Indenture shall be a part of the contract of the Authority with the registered owners from time to time of the 2014 Bonds. Pledges made herein and provisions, covenants and agreements herein and in the Indenture set forth to be performed by or on behalf of the Authority shall be for the equal benefit, protection and security of the registered owners of any and all of the 2014 Bonds in accordance with the true tenor and meaning of such pledges, provisions, covenants and agreements. Each and every one of the 2014 Bonds, regardless of the time or times of their issuance or authentication shall, when duly authenticated, be of equal rank, without preference, priority or distinction as to payments of principal or redemption price thereof and interest thereon, except as may otherwise be expressly provided herein or in the Indenture, and shall, for all purposes

thereof and hereof, constitute a series of "Sewer Revenue Bonds" as referred to in Article Two thereof.

**ARTICLE III**  
**AUTHORIZATION OF THE PROJECT;**  
**DESCRIPTION AND ESTIMATED COSTS THEREOF;**  
**AND AUTHORIZATION OF 2014 BONDS**

**Section 3.01 Authorization of the Project; Description and Estimated Cost.** Pursuant to the Act, the Authority hereby authorizes the completion of the Project and authorizes and declares the Project to be an authorized project of the Authority within the meaning of such term, as defined in the Act. The estimated cost of the Project is hereby stated to be \$675,000. Said sum includes deposits, if any, to any reserve funds; legal, financial and accounting fees; all other professional and advisory fees; printing, rating agency fees and all other costs of issuance with respect to the 2014 Bonds.

**Section 3.02 Authorization of 2014 Bonds.** To provide funds for the costs of the Project, the issuance by the Authority of the 2014 Bonds in the aggregate principal amount of up to \$675,000 is hereby authorized, approved, ratified and confirmed.

**ARTICLE IV**  
**TERMS OF THE 2014 BONDS**

**Section 4.01 Terms of the 2014 Bonds.** The 2014 Bonds shall be dated, bear interest at such rate or rates of interest per annum and shall mature on such date or dates as shall be determined by a supplemental resolution of the Authority duly adopted prior to their authentication and delivery. Such supplemental resolution may contain such other terms and provisions with respect to the 2014 Bonds which are not established by the terms of the Indenture or by the terms hereof and which are not inconsistent with the provisions thereof and hereof.

**Section 4.02 Maturities and Interest Rates.** The 2014 Bonds shall be dated on the dates and in amounts and shall bear interest at the rate or rates of interest as may be established by and as set forth in a supplemental resolution.

**Section 4.03 Mandatory Sinking Fund Redemption Provisions.** The 2014 Bonds may be subject to mandatory sinking fund redemption on the dates and in the amounts as established by and as set forth in a supplemental resolution.

**Section 4.04 Optional Redemption Provisions.** The 2014 Bonds may be subject to mandatory sinking fund redemption on the dates and in the amounts as established by and as set forth in a supplemental resolution.

**Section 4.05 Obligation of 2014 Bonds.** The 2014 Bonds shall be issued as "Sewer Revenue Bonds" pursuant to the terms of Section 2.3 of the Indenture and, as such, the 2014 Bonds shall be special obligations of the Authority payable from and secured by a pledge of the Net Revenues of the Authority and from any other funds which are pledged and assigned for the payment of the 2014 Bonds under the terms of the Indenture. The 2014 Bonds shall be in all respects equally and ratably secured with the other Bonds issued under the Indenture.

**Section 4.06 Form of 2014 Bonds.** The 2014 Bonds, and the Certificate of Authentication thereof, shall be substantially in the form set forth in the Indenture as Bond Counsel may advise and as the Trust and State shall approve with such omission, insertions and variations as may be required or necessary. The 2014 Bonds shall be issued in fully registered form and shall be payable to the registered owners thereof as to principal and interest in lawful money of the United States of America. The 2014 Bonds will be executed on behalf of the Authority by the manual signatures of the Chairman or Vice Chairman, attested by the Secretary or Assistant Secretary (such execution shall constitute conclusive approval by the Authority of the form of the 2014 Bonds), and shall bear the affixed, imprinted or reproduced seal of the Authority thereon.

**Section 4.07 Sale of 2014 Bonds.** Pursuant to the Act, the 2014A Bonds shall be sold to the Trust and the 2014B Bonds shall be sold to the State at such prices and on such terms and conditions as may be established in a supplemental resolution adopted by the Authority.

**ARTICLE V**  
**AUTHORIZATION OF FOURTH SUPPLEMENTAL INDENTURE**

**Section 5.01 Authorization of Fourth Supplemental Indenture.** A Fourth Supplemental Indenture under which the 2014 Bonds will be issued, in form to be approved by the Executive Director of the Authority, is hereby authorized and the approved and the Chairman or Vice Chairman are hereby severally authorized and directed to execute and deliver, and the Secretary or Assistant Secretary is hereby authorized and directed to attest and affix the corporate seal of the Authority to the Fourth Supplemental Indenture in substantially such form, with such changes therein as counsel may advise and the officers executing the same may approve, their

approval to be evidenced by their execution thereof. All provisions of said Fourth Supplemental Indenture, and the covenants and agreements therein contained, shall be considered a part of the 2014 Bond Resolution.

## ARTICLE VI

### APPLICATION OF PROCEEDS AND APPOINTMENT OF FIDUCIARY

**Section 6.01 Application of Proceeds.** The 2014 Bonds are hereby directed to be executed by or on behalf of the Authority and delivered to the Trustee for authentication by the Trustee. Thereupon, the 2014 Bonds shall be authenticated by the Trustee, and subject to the fulfillment of the criteria in, *inter alia*, Section 2.3 of the Indenture, delivered by the Trustee to the Authority upon its order. The proceeds of the sale of the 2014 Bonds, including accrued interest, shall be applied in accordance with the Indenture. The Trustee shall create such accounts as may be required by the Indenture.

**Section 6.02 Appointment of Fiduciary.** The Bank of New York Mellon, Woodland Park, New Jersey, is hereby appointed trustee, paying agent and registrar ("Trustee") in connection with the 2014 Bonds to serve as such pursuant to the terms hereof and the Indenture. The Chairman, Vice Chairman and Executive Director are each hereby authorized to execute on behalf of the Authority an agreement directed to contract with the Trustee for the services to be provided in connection with the 2014 Bonds.

## ARTICLE VII

### APPROVAL OF FINANCING DOCUMENTS; PAYMENT COVENANT

**Section 7.01 Loan Agreements and Escrow Agreement.** Each of the Trust Loan Agreement, Fund Loan Agreement and the Escrow Agreement are hereby authorized to be executed and delivered on behalf of the Authority by its Chairman or Vice Chairman ("Authorized Officers"), in substantially the forms on file in the office of the Authority, with such changes as the Chairman or Vice Chairman in their respective sole discretion, after consultation with counsel and any advisors to the Authority and after further consultation with the Trust and the State and their representatives, agents, counsel and advisors, shall determine, such determination to be conclusively evidenced by the execution each of such Trust Loan Agreement, Fund Loan Agreement and Escrow Agreement by an authorized officer as determined hereunder. The Secretary or Assistant Secretary of the Authority is hereby authorized to attest to the execution of the Trust Loan Agreement, Fund Loan Agreement and Escrow Agreement by an authorized officer of the Authority as determined hereunder and to affix the corporate seal of the Authority to such documents.

The Authorized Officers of the Authority and the Secretary or Assistant Secretary of the Authority are hereby further severally authorized to execute and deliver and the Secretary or Assistant Secretary of the Authority is hereby further authorized to attest such execution and affix the corporate seal of the Authority to any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Secretary or Assistant Secretary of the Authority, as applicable, in their respective sole discretion, after consultation with counsel and any advisors to the Authority and after further consultation with the Trust and the State and their representatives, agents, counsel and advisors, to be executed in connection with the execution and delivery of the Trust Loan Agreement, Fund Loan Agreement and Escrow Agreement and the consummation of the transactions contemplated thereby, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document and to perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery thereof.

**Section 7.02 Covenant to Pay Principal and Interest.** The Authority hereby covenants and agrees with and for the benefit of the holders, from time to time, of the 2014 Bonds, that it will pay interest on and principal thereof when due.

## ARTICLE VIII TAX MATTERS

**Section 8.01 Tax Covenants.** The Authority hereby covenants that it will not make any use of the proceeds of the 2014 Bonds or do or suffer any other action that would cause: (i) the 2014 Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code") and the Income Tax Regulations promulgated thereunder; (ii) the interest on the 2014 Bonds to be included in the gross income of the owners thereof for federal income taxation purposes; or (iii) the interest on the 2014 Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

**Section 8.02 Additional Tax Covenants.** The Authority hereby covenants as follows: (i) it shall timely file with the Philadelphia, Pennsylvania Service Center of the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; (ii) it shall take no action that would cause the 2014 Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code; and (iii) it shall pay, or cause to be paid, to the United States Treasury in the manner and at the time prescribed in Regulations §§1.148-1 through 1.148-11, 1.149(b)-1, 1.149(d)-1, 1.149(g)-1, 1.150-1 and 1.150-2, as such regulations and statutory provisions may be modified insofar as they apply to the 2014 Bonds, an amount equal to the rebatable arbitrage earned by investing proceeds of the 2014 Bonds.

#### **ARTICLE IX MISCELLANEOUS**

**Section 9.01 Amendments; Supplements.** At any time, a supplemental resolution of the Authority may be adopted for the purpose of supplementing this 2014 Bond Resolution.

**Section 9.02 Severability of Invalid Provisions.** If any one or more of the provisions, covenants or agreements in this 2014 Bond Resolution on the part of the Authority to be performed should be finally determined to be contrary to law, such provision or provisions, covenant or covenants, agreement or agreements, shall be deemed severable from the remaining provisions, covenants and agreements, and shall in no way affect the validity of the other provisions hereof or of any of the 2014 Bonds.

**Section 9.03 Ratification of Actions Taken; Further Action Authorized.** All actions heretofore taken and documents prepared or executed by or on behalf of the Authority by its members, Executive Director, Chief Financial Officer, other Authority officials and by the Authority's professional advisors, in connection with the issuance of the 2014 Bonds are hereby ratified, confirmed, approved and adopted. Such members and officials are each hereby authorized to determine all matters and execute all documents and instruments in connection with the issuance of the 2014 Bonds not determined or otherwise directed to be executed by the Act, the Indenture or this 2014 Bond Resolution, and the signatures of such members and officials on any such documents or instruments shall be conclusive as to such determinations.

**Section 9.04 Statutory Recital.** Pursuant to Section 30(16) of the Act, N.J.S.A. 40:14B-30(16), each and every matter and course of conduct set forth herein and in the Indenture is hereby declared to be included in this 2014 Bond Resolution and in the Indenture to further secure the payment of the principal of and interest on the 2014 Bonds.

**Section 9.05 Notice of Adoption of Bond Resolution.** A copy of this 2014 Bond Resolution shall be filed for public inspection in the office of the Authority and in the office of the Clerk of the Borough. The appropriate officials of the Authority are hereby authorized and directed to publish, or cause to be published, in a newspaper published or circulating in the County of Camden, a notice stating the fact and date of the adoption of this 2014 Bond Resolution and the places where this 2014 Bond Resolution has been filed for public inspection, and such further information as is required by Section 28 of the Act, N.J.S.A. 40:14B-28.

**Section 9.06 Inconsistent Legislation Rescinded.** All resolutions, or parts thereof, inconsistent herewith are hereby repealed and rescinded to the extent of any such inconsistency.

**Section 9.07 Effective Date.** This 2014 Bond Resolution shall take effect upon adoption in accordance with the Act, specifically N.J.S.A. 40:14B-14(e).

Mr. Costantino made a motion to accept the resolution, seconded by Mr. Garvey.

Roll Call:

Ayes: Mr. Buscher, Mr. Costantino, Mr. Garvey, Mr. Knott, Mr. Odenath

Nays: None

Abstain: None

Resolution #14-28

**WHEREAS,** The Pine Hill Borough Municipal Utilities Authority was created by virtue of an ordinance duly and finally adopted on March 9, 1959, of the Borough of Pine Hill, in the County of Camden, New Jersey ("Borough"), pursuant to and in accordance with the provisions of Chapter 183 of the Laws of the State of New Jersey of 1957, and the acts amendatory thereof and supplemental thereto ("Act"); and

**WHEREAS,** the Authority is the owner and operator of certain water conveyance facilities ("Water System") within the Authority's service area; and

**WHEREAS,** the Authority is empowered to acquire, construct, maintain, operate and use projects related to its Water System and to issue bonds of the Authority to finance and refinance such projects relating to said Water System; and



**WHEREAS**, the Authority has determined there exists a need within its service area to undertake capital improvements to its Water System, consisting of the rehabilitation of the Mount Clement Water Storage Tank including, but not limited to, preparing and coating the interior and exterior surfaces of the tank, all as more particularly described in the information on file in the offices of the Authority and the Authority's Consulting Engineer and available for inspection during normal business hours ("Project") as further defined in that certain Loan Agreement ("Trust Loan Agreement") to be entered into between the Authority and the New Jersey Environmental Infrastructure Trust ("Trust") and that certain Loan Agreement ("Fund Loan Agreement"; together with the Trust Loan Agreement, the "Loan Agreements") to be entered into between the Authority and the State of New Jersey, acting by and through the New Jersey Department of Environmental Protection ("State"), all pursuant to the 2014 New Jersey Environmental Infrastructure Trust financing program ("Program"); and

**WHEREAS**, the Authority has determined to finance the acquisition, construction, renovation or installation of the Project with the proceeds of a loan to be made by each of the Trust ("Trust Loan") and the State ("Fund Loan"; together with the Trust Loan, the "Loans") pursuant to the Trust Loan Agreement and the Fund Loan Agreement, respectively; and

**WHEREAS**, to evidence the Loans, each of the Trust and the State require the Authority to authorize, execute and deliver its Water Revenue Bonds, Series 2014A to the Trust ("2014A Bonds") and its Water Revenue Bonds, Series 2014B to the State ("2014B Bonds"; together with the 2014A Bonds, the "2014 Water Bonds"), pursuant to the terms of applicable law and pursuant to the terms of the Loan Agreements; and

**WHEREAS**, the 2014 Water Bonds are to be issued under and secured by the Water Trust Agreement, dated as of August 1, 1962, as amended and supplemented to date (as amended and supplemented, the "Trust Agreement") between the Authority and the trustee thereunder ("Trustee"); and

**WHEREAS**, the Authority and the Borough have entered into a Service Agreement, dated November 1, 1986 ("Service Agreement"), providing for and relating to the sale and supply of water in the Borough and the cost and expense of such sale and supplying of water and the Authority may assign or pledge at any time for the benefit and security of holders of bonds all of its rights to receive payments from the Borough under the Service Agreement; and

**WHEREAS**, the Trust and the State have expressed their desire to close in escrow the making of the Loans, the issuance of the 2014 Water Bonds and the execution and delivery of the Loan Agreements, all pursuant to the terms of an escrow agreement ("Escrow Agreement") to be entered into between the Trust, the State, the Authority, and the escrow agent named therein ("Escrow Agent"), as trustee for the holders of the 2014 Water Bonds; and

**WHEREAS**, to effectuate the financing plan described in the above mentioned paragraphs, it is necessary for the Authority to adopt this bond resolution and to authorize and approve the issuance of the 2014 Water Bonds, in an aggregate principal amount of up to \$475,000.

**NOW, THEREFORE, BE IT RESOLVED BY THE PINE HILL BOROUGH MUNICIPAL UTILITIES AUTHORITY AND THE MEMBERS THEREOF, AS FOLLOWS:**

## **ARTICLE I**

### **DEFINITIONS AND INTERPRETATIONS**

**Section 1.01 Short Title.** This resolution may hereafter be cited by the Authority, and is hereafter referred to as the "2014 Water Bond Resolution".

**Section 1.02 Definitions.** As used, mentioned or referred to in this 2014 Water Bond Resolution, the following words, terms and phrases shall have the meanings ascribed thereto, unless the context shall clearly require otherwise.

**"2014 Water Bond Resolution"** shall mean this 2014 Water Bond Resolution, as the same may from time to time be amended and supplemented.

**"2014 Water Bonds"** shall mean any of the Bonds of the Authority authorized to be issued by and pursuant to this 2014 Water Bond Resolution.

**Section 1.03 Other Defined Terms.** Capitalized terms, not otherwise defined herein, shall have the meanings ascribed thereto in the Trust Agreement, unless the context clearly requires otherwise.

**Section 1.04 Interpretations.** As the context shall clearly require, words importing persons include persons, firms, associations (whether incorporated or not incorporated), corporations and other organizations of persons. Words importing the singular number include the plural number and vice versa, and words importing the masculine include the feminine.

**ARTICLE II**  
**AUTHORIZATION FOR ADOPTION OF THE**  
**2014 Water Bond Resolution**

**Section 2.01 Authorization for the 2014 Water Bond Resolution.** This 2014 Water Bond Resolution is adopted by virtue of the Act, Article Two and Article Twelve of the Trust Agreement.

**Section 2.02 Trust Agreement to Constitute Contract.** In consideration of the purchase and acceptance of any or all of the 2014 Water Bonds by those who shall own the same from time to time, the provisions of the Trust Agreement shall be a part of the contract of the Authority with the registered owners from time to time of the 2014 Water Bonds. Pledges made herein and provisions, covenants and agreements herein and in the Trust Agreement set forth to be performed by or on behalf of the Authority shall be for the equal benefit, protection and security of the registered owners of any and all of the 2014 Water Bonds in accordance with the true tenor and meaning of such pledges, provisions, covenants and agreements. Each and every one of the 2014 Water Bonds, regardless of the time or times of their issuance or authentication shall, when duly authenticated, be of equal rank, without preference, priority or distinction as to payments of principal or redemption price thereof and interest thereon, except as may otherwise be expressly provided herein or in the Trust Agreement, and shall, for all purposes thereof and hereof, constitute a series of "Water Revenue Bonds" as referred to in Article Two thereof.

**ARTICLE III**  
**AUTHORIZATION OF THE PROJECT;**  
**DESCRIPTION AND ESTIMATED COSTS THEREOF;**  
**AND AUTHORIZATION OF 2014 Water Bonds**

**Section 3.01 Authorization of the Project; Description and Estimated Cost.** Pursuant to the Act, the Authority hereby authorizes the completion of the Project and authorizes and declares the Project to be an authorized project of the Authority within the meaning of such term, as defined in the Act. The estimated cost of the Project is hereby stated to be \$475,000. Said sum includes deposits, if any, to any reserve funds; legal, financial and accounting fees; all other professional and advisory fees; printing, rating agency fees and all other costs of issuance with respect to the 2014 Water Bonds.

**Section 3.02 Authorization of 2014 Water Bonds.** To provide funds for the costs of the Project, the issuance by the Authority of the 2014 Water Bonds in the aggregate principal amount of up to \$475,000 is hereby authorized, approved, ratified and confirmed.

**ARTICLE IV**  
**TERMS OF THE 2014 Water Bonds**

**Section 4.01 Terms of the 2014 Water Bonds.** The 2014 Water Bonds shall be dated, bear interest at such rate or rates of interest per annum and shall mature on such date or dates as shall be determined by a supplemental resolution of the Authority duly adopted prior to their authentication and delivery. Such supplemental resolution may contain such other terms and provisions with respect to the 2014 Water Bonds which are not established by the terms of the Trust Agreement or by the terms hereof and which are not inconsistent with the provisions thereof and hereof.

**Section 4.02 Maturities and Interest Rates.** The 2014 Water Bonds shall be dated on the dates and in amounts and shall bear interest at the rate or rates of interest as may be established by and as set forth in a supplemental resolution.

**Section 4.03 Mandatory Sinking Fund Redemption Provisions.** The 2014 Water Bonds may be subject to mandatory sinking fund redemption on the dates and in the amounts as established by and as set forth in a supplemental resolution.

**Section 4.04 Optional Redemption Provisions.** The 2014 Water Bonds may be subject to mandatory sinking fund redemption on the dates and in the amounts as established by and as set forth in a supplemental resolution.

**Section 4.05 Obligation of 2014 Water Bonds.** The 2014 Water Bonds shall be issued as "Water Revenue Bonds" pursuant to the terms of Section 2.3 of the Trust Agreement and, as such, the 2014 Water Bonds shall be special obligations of the Authority payable from and secured by a pledge of the Net Revenues of the Authority and from any other funds which are pledged and assigned for the payment of the 2014 Water Bonds under the terms of the Trust Agreement. The 2014 Water Bonds shall be in all respects equally and ratably secured with the other Bonds issued under the Trust Agreement.

**Section 4.06 Form of 2014 Water Bonds.** The 2014 Water Bonds, and the Certificate of Authentication thereof, shall be substantially in the form set forth in the Trust Agreement as Bond

Counsel may advise and as the Trust and State shall approve with such omission, insertions and variations as may be required or necessary. The 2014 Water Bonds shall be issued in fully registered form and shall be payable to the registered owners thereof as to principal and interest in lawful money of the United States of America. The 2014 Water Bonds will be executed on behalf of the Authority by the manual signatures of the Chairman or Vice Chairman, attested by the Secretary or Assistant Secretary (such execution shall constitute conclusive approval by the Authority of the form of the 2014 Water Bonds), and shall bear the affixed, imprinted or reproduced seal of the Authority thereon.

**Section 4.07 Sale of 2014 Water Bonds.** Pursuant to the Act, the 2014A Bonds shall be sold to the Trust and the 2014B Bonds shall be sold to the State at such prices and on such terms and conditions as may be established in a supplemental resolution adopted by the Authority.

#### **ARTICLE V**

##### **AUTHORIZATION OF FOURTH SUPPLEMENTAL TRUST AGREEMENT**

**Section 5.01 Authorization of Supplemental Trust Agreement.** A Supplemental Trust Agreement under which the 2014 Water Bonds will be issued, in form to be approved by the Executive Director of the Authority, is hereby authorized and the Chairman or Vice Chairman are hereby severally authorized and directed to execute and deliver, and the Secretary or Assistant Secretary is hereby authorized and directed to attest and affix the corporate seal of the Authority to the Supplemental Trust Agreement in substantially such form, with such changes therein as counsel may advise and the officers executing the same may approve, their approval to be evidenced by their execution thereof. All provisions of said Supplemental Trust Agreement, and the covenants and agreements therein contained, shall be considered a part of the 2014 Water Bond Resolution.

#### **ARTICLE VI**

##### **APPLICATION OF PROCEEDS AND APPOINTMENT OF FIDUCIARY**

**Section 6.01 Application of Proceeds.** The 2014 Water Bonds are hereby directed to be executed by or on behalf of the Authority and delivered to the Trustee for authentication by the Trustee. Thereupon, the 2014 Water Bonds shall be authenticated by the Trustee, and subject to the fulfillment of the criteria in, *inter alia*, Section 2.3 of the Trust Agreement, delivered by the Trustee to the Authority upon its order. The proceeds of the sale of the 2014 Water Bonds, including accrued interest, shall be applied in accordance with the Trust Agreement. The Trustee shall create such accounts as may be required by the Trust Agreement.

**Section 6.02 Appointment of Fiduciary.** The Bank of New York Mellon, Woodland Park, New Jersey, is hereby appointed trustee, paying agent and registrar ("Trustee") in connection with the 2014 Water Bonds to serve as such pursuant to the terms hereof and the Trust Agreement. The Chairman, Vice Chairman and Executive Director are each hereby authorized to execute on behalf of the Authority an agreement directed to contract with the Trustee for the services to be provided in connection with the 2014 Water Bonds.

#### **ARTICLE VII**

##### **APPROVAL OF FINANCING DOCUMENTS; PAYMENT COVENANT**

**Section 7.01 Loan Agreements and Escrow Agreement.** Each of the Trust Loan Agreement, Fund Loan Agreement and the Escrow Agreement are hereby authorized to be executed and delivered on behalf of the Authority by its Chairman or Vice Chairman ("Authorized Officers"), in substantially the forms on file in the office of the Authority, with such changes as the Chairman or Vice Chairman in their respective sole discretion, after consultation with counsel and any advisors to the Authority and after further consultation with the Trust and the State and their representatives, agents, counsel and advisors, shall determine, such determination to be conclusively evidenced by the execution each of such Trust Loan Agreement, Fund Loan Agreement and Escrow Agreement by an authorized officer as determined hereunder. The Secretary or Assistant Secretary of the Authority is hereby authorized to attest to the execution of the Trust Loan Agreement, Fund Loan Agreement and Escrow Agreement by an authorized officer of the Authority as determined hereunder and to affix the corporate seal of the Authority to such documents.

The Authorized Officers of the Authority and the Secretary or Assistant Secretary of the Authority are hereby further severally authorized to execute and deliver and the Secretary or Assistant Secretary of the Authority is hereby further authorized to attest such execution and affix the corporate seal of the Authority to any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Secretary or Assistant Secretary of the Authority, as applicable, in their respective sole discretion, after consultation with counsel and any advisors to the Authority and after further consultation with the Trust and the State and their representatives, agents, counsel and advisors, to be executed in connection with the

execution and delivery of the Trust Loan Agreement, Fund Loan Agreement and Escrow Agreement and the consummation of the transactions contemplated thereby, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document and to perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery thereof.

**Section 7.02 Covenant to Pay Principal and Interest.** The Authority hereby covenants and agrees with and for the benefit of the holders, from time to time, of the 2014 Water Bonds, that it will pay interest on and principal thereof when due.

#### **ARTICLE VIII TAX MATTERS**

**Section 8.01 Tax Covenants.** The Authority hereby covenants that it will not make any use of the proceeds of the 2014 Water Bonds or do or suffer any other action that would cause: (i) the 2014 Water Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Internal Revenue Code of 1986, as amended ("Code") and the Income Tax Regulations promulgated thereunder; (ii) the interest on the 2014 Water Bonds to be included in the gross income of the owners thereof for federal income taxation purposes; or (iii) the interest on the 2014 Water Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

**Section 8.02 Additional Tax Covenants.** The Authority hereby covenants as follows: (i) it shall timely file with the Philadelphia, Pennsylvania Service Center of the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; (ii) it shall take no action that would cause the 2014 Water Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code; and (iii) it shall pay, or cause to be paid, to the United States Treasury in the manner and at the time prescribed in Regulations §§1.148-1 through 1.148-11, 1.149(b)-1, 1.149(d)-1, 1.149(g)-1, 1.150-1 and 1.150-2, as such regulations and statutory provisions may be modified insofar as they apply to the 2014 Water Bonds, an amount equal to the rebatable arbitrage earned by investing proceeds of the 2014 Water Bonds.

#### **ARTICLE IX MISCELLANEOUS**

**Section 9.01 Amendments; Supplements.** At any time, a supplemental resolution of the Authority may be adopted for the purpose of supplementing this 2014 Water Bond Resolution.

**Section 9.02 Severability of Invalid Provisions.** If any one or more of the provisions, covenants or agreements in this 2014 Water Bond Resolution on the part of the Authority to be performed should be finally determined to be contrary to law, such provision or provisions, covenant or covenants, agreement or agreements, shall be deemed severable from the remaining provisions, covenants and agreements, and shall in no way affect the validity of the other provisions hereof or of any of the 2014 Water Bonds.

**Section 9.03 Ratification of Actions Taken; Further Action Authorized.** All actions heretofore taken and documents prepared or executed by or on behalf of the Authority by its members, Executive Director, Chief Financial Officer, other Authority officials and by the Authority's professional advisors, in connection with the issuance of the 2014 Water Bonds are hereby ratified, confirmed, approved and adopted. Such members and officials are each hereby authorized to determine all matters and execute all documents and instruments in connection with the issuance of the 2014 Water Bonds not determined or otherwise directed to be executed by the Act, the Trust Agreement or this 2014 Water Bond Resolution, and the signatures of such members and officials on any such documents or instruments shall be conclusive as to such determinations.

**Section 9.04 Statutory Recital.** Pursuant to Section 30(16) of the Act, N.J.S.A. 40:14B-30(16), each and every matter and course of conduct set forth herein and in the Trust Agreement is hereby declared to be included in this 2014 Water Bond Resolution and in the Trust Agreement to further secure the payment of the principal of and interest on the 2014 Water Bonds.

**Section 9.05 Notice of Adoption of Bond Resolution.** A copy of this 2014 Water Bond Resolution shall be filed for public inspection in the office of the Authority and in the office of the Clerk of the Borough. The appropriate officials of the Authority are hereby authorized and directed to publish, or cause to be published, in a newspaper published or circulating in the County of Camden, a notice stating the fact and date of the adoption of this 2014 Water Bond Resolution and the places where this 2014 Water Bond Resolution has been filed for public inspection, and such further information as is required by Section 28 of the Act, N.J.S.A. 40:14B-28.

**Section 9.06 Inconsistent Legislation Rescinded.** All resolutions, or parts thereof, inconsistent herewith are hereby repealed and rescinded to the extent of any such inconsistency.

**Section 9.07 Effective Date.** This 2014 Water Bond Resolution shall take effect upon adoption in accordance with the Act, specifically *N.J.S.A. 40:14B-14(e)*.

Mr. Costantino made a motion to accept the resolution, seconded by Mr. Garvey.

Roll Call:

Ayes: Mr. Buscher, Mr. Costantino, Mr. Garvey, Mr. Knott, Mr. Odenath

Nays: None

Abstain: None

Resolution #14-29

WHEREAS, the Pine Hill Borough Municipal Utilities Authority (“Authority”) advertised for and received competitive bids for the Atlantic Avenue Sewer Pump Station on January 8, 2014; and

WHEREAS, the Authority Professional Staff has reviewed the bids submitted and determined the lowest responsible bidder for the award of the bid for this Project is Level 1 Construction, Inc., said bid being in the amount of \$627,000.00; and

WHEREAS, funds are available for the award of this bid as set forth in the Certification of Funds attached hereto and incorporated by reference herein.

NOW, THEREFORE, BE IT RESOLVED by the Chairman and Commissioners of the Pine Hill Borough Municipal Utilities Authority that for the reasons set forth hereinabove, it hereby awards the Bid for the Atlantic Avenue Sewer Pump Station to Level 1 Construction, Inc, in the amount of \$627,000.00

BE IT FURTHER RESOLVED that said bid award is conditioned on the following:

1. The low bidder complying with all post award bid conditions;
2. The low bidder providing a Performance Guarantee as required in the Bid Specifications, subject to the approval of the Authority Professional Staff;
3. Signing a Contract with the Authority for the performance of this work.

BE IT FURTHER RESOLVED that upon the satisfaction of the above conditions, the appropriate Authority Officials are hereby authorized to sign the Contract with the low bidder for performing this work.

Mr. Costantino made a motion to accept the resolution, seconded by Mr. Garvey.

Roll Call:

Ayes: Mr. Buscher, Mr. Costantino, Mr. Garvey, Mr. Knott, Mr. Odenath

Nays: None

Abstain: None

Resolution #14-30

WHEREAS, specifications were completed by Pennoni Associates, Inc., (“Pennoni”) and bids were properly advertised by the Pine Hill Borough Municipal Utilities Authority (“PHMUA” and/or “Authority”) for rehabilitation of the Mt. Clement Water Storage Tank; and

WHEREAS, six (6) companies submitted bids on January 8, 2014, for the specified project as follows:

	<u>Vendor</u>	<u>Total Base Price</u>
1.	Worldwide Industries Corp.	\$240,400.00
2.	Corrosion Control Corp.	\$339,900.00
3.	Bragaton Construction Inc.	\$348,000.00
4.	Scaturro Bros., Inc.	\$357,600.00
5.	Pro-Spec Painting, Inc.	\$380,960.00
6.	Allied Painting, Inc.	\$455,050.00; and

WHEREAS, Worldwide Industries Corp. (“Worldwide”) complied with all the essential provisions of the bid specifications; and

WHEREAS, Worldwide is the lowest qualified bidder; and

WHEREAS, Pennoni has reviewed the bid of Worldwide and recommended the award thereof; and

WHEREAS, the Authority’s Solicitor, Howard C. Long, Jr., has reviewed the bid and recommended the award to Worldwide in accordance with an opinion letter dated January 28, 2014; and

NOW, THEREFORE, BE IT RESOLVED by the Chairman and Board Members of the Pine Hill Borough Municipal Utilities Authority, as follows:

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Contract for the rehabilitation of the Mt. Clement Water Storage Tank is awarded to Worldwide Industries Corp. in the amount of \$240,400.00, subject to

and conditioned upon approval from the NJDEP in accordance with the rules and regulations promulgated by the New Jersey Environmental Infrastructure Trust.

BE IT FURTHER RESOLVED, that funds are available for payment of this Contract.

Mr. Knott made a motion to accept the resolution, seconded by Mr. Costantino.

Roll Call:

Ayes: Mr. Buscher, Mr. Costantino, Mr. Garvey, Mr. Knott, Mr. Odenath

Nays: None

Abstain: None

Resolution #14-31

WHEREAS, the Pine Hill Borough Municipal Utilities Authority solicited quotes for providing lawn services to the Authority for a period of two years; and

WHEREAS, the lowest qualified quote submitted was by Quality Landscaping in the amount of \$6,975.00 for a period beginning March 1, 2014 through December 2015 for a period of 34 weeks per years; and

WHEREAS, the Commissioners for the Authority have reviewed said quote and the services to be provided and have determined that same should be approved; and

WHEREAS, funds are available for the award of this quote as set forth in the Certification of Funds attached hereto and incorporated by reference herein.

NOW, THEREFORE, BE IT RESOLVED by the Chairman and Commissioners of the Pine Hill Borough Municipal Utilities Authority that it hereby approves the award of a contract to Quality Landscaping in the amount of \$6,975.00 per year to provide lawn service maintenance on Authority properties in accordance with the quote attached hereto and incorporated by reference herein.

BE IT FURTHER RESOLVED that the appropriate Authority Officials are hereby authorized to execute any and all documents with Quality Landscaping for the performance of this work.

Mr. Costantino made a motion to accept the resolution, seconded by Mr. Knott.

Roll Call:

Ayes: Mr. Buscher, Mr. Costantino, Mr. Garvey, Mr. Knott, Mr. Odenath

Nays: None

Abstain: None

Payment of Bills:

Resolution #14-32

Water Operating

**BE IT RESOLVED, BY THE PINE HILL BOROUGH MUNICIPAL UTILITIES**

**AUTHORITY**, that the following requisitions are hereby approved and authorized for payment out of the Revenue Fund.

MC 5084	37.65	Thomas Hassett- Admin	T/E - Administrative
MC 5087	84.55	Clementon Postmaster	Supplies - Operating
MC 5088	253.92	Deptford Postmaster	Supplies - Office
5089	4,057.26	Atlantic City Electric	Utilities - Operating
5089	308.26	Atlantic City Electric	Utilities - Office
5090	61.92	Alpha Message Center	R/M - Office
5091	7,953.32	AmeriHealth Insurance Co	Health Insurance
5092	25.00	Aramark Uniform Services	Supplies - Office
5092	119.90	Aramark Uniform Services	Supplies - Operating
5095	85.50	Camden County MUA	Supplies - Office
5095	85.50	Camden County MUA	Supplies - Operating
5097	51.66	Citgo Petroleum Corp	Automotive Expense
5099	59.99	Courier Post	Supplies - Office
5102	31.71	Debbie Corson (Petty Cash)	Supplies - Office
5103	6,682.14	Deltronics	R/M - System
5104	60.71	John Greer	Miscellaneous - Operating
5105	36.00	Michael Grogan	Health Insurance
5107	35.36	Home Depot	Supplies - Operating
5107	9.16	Home Depot	Supplies - Office
5108	242.84	Horizon BC/BS	Health Insurance

5109	15.44	InterCounty Newspaper	Supplies - Office
5110	34.54	John Toal (Petty Cash)	Supplies - Operating
5112	352.47	Wade,Long,Wood,Kennedy	Legal Fees
5114	50.30	Mechanic's Auto Parts	Automotive Expense
5115	237.50	MGL Printing Solutions	Supplies - Office
5116	57.33	Elmerinda Narducci	Health Insurance
5117	118.75	Nat Alexander	Supplies - Operating
5118	112.50	New England Water Works	T/E - Operating
5119	80.15	Nextel/Sprint	Telephone - Operating
5121	354.20	Office Basics	Supplies - Office
5121	6.44	Office Basics	Supplies - Operating
5122	31.33	One Call Concepts	R/M - System
5124	264.09	Pine Hill Hardware	Supplies - Operating
5125	719.86	Joseph G. Pollard Co	Supplies - Operating
5126	27.00	ProGas	Chemicals
5130	595.92	Stamp Fulfillment Services	Supplies - Office
5131	128.18	Deborah Warrington	Health Insurance
5132	38.84	Xerox Corp	Supplies - Office
5133	433.37	Xtel Communications	Telephone - Office
5133	108.34	Xtel Communications	Telephone - Operating

Resolution #14-33

Water Renewal & Replacement

**BE IT RESOLVED, BY THE PINE HILL BOROUGH MUNICIPAL UTILITIES**

**AUTHORITY**, that the following requisitions are hereby approved and authorized for payment out of the Revenue Fund.

5123	2,558.88	Pennoni Engineers	Mt Clement Paint/Rehab Eng
5127	7,981.00	Rio Supply	Water Meters

Mr. Costantino made a motion to accept the payment of all water bills to be found true and correct, seconded by Mr. Garvey.

Roll Call:

Ayes: Mr. Buscher, Mr. Costantino, Mr. Garvey, Mr. Knott, Mr. Odenath

Nays: None

Abstain: None

Resolution #14-34

Sewer Operating

**BE IT RESOLVED, BY THE PINE HILL BOROUGH MUNICIPAL UTILITIES**

**AUTHORITY**, that the following requisitions are hereby approved and authorized for payment out of the Revenue Fund.

MC 5084	37.65	Thomas Hassett- Admin	T/E - Administrative
MC 5087	84.55	Clementon Postmaster	Supplies - Operating
MC 5088	253.92	Deptford Postmaster	Supplies - Office
5089	4,057.26	Atlantic City Electric	Utilities - Operating
5089	308.26	Atlantic City Electric	Utilities - Office
5090	61.92	Alpha Message Center	R/M - Office
5091	7,953.32	AmeriHealth Insurance Co	Health Insurance
5092	25.00	Aramark Uniform Services	Supplies - Office
5092	119.90	Aramark Uniform Services	Supplies - Operating
5095	85.50	Camden County MUA	Supplies - Office
5095	85.50	Camden County MUA	Supplies - Operating
5097	51.66	Citgo Petroleum Corp	Automotive Expense
5099	59.99	Courier Post	Supplies - Office
5102	31.71	Debbie Corson (Petty Cash)	Supplies - Office
5103	6,682.14	Deltronics	R/M - System
5104	60.71	John Greer	Miscellaneous - Operating
5105	36.00	Michael Grogan	Health Insurance
5107	35.36	Home Depot	Supplies - Operating

5107	9.16	Home Depot	Supplies - Office
5108	242.84	Horizon BC/BS	Health Insurance
5109	15.44	InterCounty Newspaper	Supplies - Office
5110	34.54	John Toal (Petty Cash)	Supplies - Operating
5112	352.47	Wade,Long,Wood,Kennedy	Legal Fees
5114	50.30	Mechanic's Auto Parts	Automotive Expense
5115	237.50	MGL Printing Solutions	Supplies - Office
5116	57.33	Elmerinda Narducci	Health Insurance
5117	118.75	Nat Alexander	Supplies - Operating
5118	112.50	New England Water Works	T/E - Operating
5119	80.15	Nextel/Sprint	Telephone - Operating
5121	354.20	Office Basics	Supplies - Office
5121	6.44	Office Basics	Supplies - Operating
5122	31.33	One Call Concepts	R/M - System
5124	264.09	Pine Hill Hardware	Supplies - Operating
5125	719.86	Joseph G. Pollard Co	Supplies - Operating
5126	27.00	ProGas	Chemicals
5130	595.92	Stamp Fulfillment Services	Supplies - Office
5131	128.18	Deborah Warrington	Health Insurance
5132	38.84	Xerox Corp	Supplies - Office
5133	433.37	Xtel Communications	Telephone - Office
5133	108.34	Xtel Communications	Telephone - Operating

Resolution #14-35

Sewer General

**BE IT RESOLVED, BY THE PINE HILL BOROUGH MUNICIPAL UTILITIES AUTHORITY**, that the following requisitions are hereby approved and authorized for payment out of the Revenue Fund.

5123	3,198.37	Pennoni Engineers	Atlantic Ave P/S Engineering
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Mr. Costantino made a motion to accept the payment of all sewer bills to be found true and correct, seconded by Mr. Knott.

Roll Call:

Ayes: Mr. Buscher, Mr. Costantino, Mr. Garvey, Mr. Knott, Mr. Odenath

Nays: None

Abstain: None

Mr. Costantino made a motion to adjourn the meeting, seconded by Mr. Garvey.

On voice vote, motion carried unanimously. Meeting adjourned at 8:40 PM.

Respectfully submitted,

Debra Corson  
Recording Secretary