

Minutes of the Regular Meeting of the Pine Hill Borough Municipal Utilities Authority held Tuesday, **August 21, 2024** at 7:00 pm at the PHBMUA Building, 907 Turnerville Road, Borough of Pine Hill, County of Camden, State of New Jersey.

PINE HILL MUNICIPAL UTILITIES AUTHORITY

AGENDA

Wednesday August 21, 2024
7:00 PM

PLEDGE OF ALLEGIANCE TO THE FLAG

OPEN PUBLIC MEETING ACT

ROLL CALL

ON THE AGENDA

OPEN THE FLOOR TO THE PUBLIC

MINUTES OF THE FOLLOWING MEETING

1. August 21, 2024

CORRESPONDENCE

1. Pennoni – Mt Clement Well
2. Pennoni - Emergency Repairs Bid Recommendation
3. Long – Emergency Repair – Mt Clement Well
4. Emergency repairs Bid Opinion
5. American Water rates
6. Pennoni – Scope of Service
7. Thank you – The Odenath family

REPORTS

1. ENGINEER
2. SOLICITOR
3. LICENSED OPERATIONS MANAGER
4. EXECUTIVE DIRECTOR
5. BOARD MEMBERS

NEW BUSINESS

OLD BUSINESS

RESOLUTION

1. Budget Transfer Sewer – Accounting Fees
2. Budget Transfer Water – Accounting Fees
3. 2025 Adopted Budget Resolution
4. Resolution Awarding Contract for Emergency Repairs
5. Authorize Advertisement Bid Specifications Parking lot Resurfacing
6. Authorize Advertisement Bid Specifications Xylem pups, spare parts/accessories
7. Appropriate water R &R – Mt Clement well repair
8. Budget Transfer Water – Chemicals/Utilities
9. Budget Transfer Water – Legal Fees
10. Payment of Bills

Closed Session

ADJOURNMENT

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

Roll Call:

Present: Mr. Odenath, Mr. Green Mr. Hassett, Mrs. Burke, Mr. Ford

Absent: Mr. Knott and Mr. Harris

Mr. Green made a motion to seat Mr. Ford second by Mr. Hassett

Also in attendance was John Campanella (phone in) Executive Director, Chris Long Solicitor.

Mr. Green made a motion to open the floor to the public, seconded by Mrs. Burke. Motion carried.

No one was present from the public.

Mrs. Burke made a motion to close the floor to the public, seconded by Mr. Ford. Motion carried.

Minutes:

Mrs. Burke made a motion to approve the minutes of the July 17, 2024, meeting, seconded by Mr. Hassett.

Ayes: Mr. Odenath, Mr. Green, Mr. Hassett, Mr. Knott Mrs. Burke,

Nayes: None
Abstain:
Correspondence:

July 31, 2024

PHMUX24001

Pine Hill Borough MUA

Attn: Dominic Buirch, Executive Director

Pine Hill MUA

907 Turnerville Road

Pine Hill, NJ 08021

RE: PINE HILL BOROUGH MUA

VALVE EXERCISER

BID RECOMMENDATION

Dear Mr. Buirch:

On July 30, 2024, the Authority received bids on the above referenced project. A total of three (3) contractors submitted a proposal. The bids were as follows:

Hudson Machinery LLC \$78,962.00

Ferguson Waterworks \$81,990.00

Caterina Supply Inc. \$84,786.00

I have reviewed the bid response of Hudson Machinery and find that the Surety Certificate has been omitted from the response and the Bid Bond was not properly made out to the Pine Hill Borough MUA. In addition, the response of the second low bidder, Ferguson Waterworks, did not include a Bid Bond made out to Pine Hill Borough MUA and deficiencies were noted in the Bidder's Affidavit.

The bid provided by Caterina Supply exceeded the Engineer's Estimate for the project.

Pending the Solicitor's determination, I recommend that the Authority reject all bids and rebid the project.

Please feel free to contact us with any questions.

Sincerely,

PENNONI ASSOCIATES INC.

Hugh J. Dougherty, PE, CME

Thomas Lisse, PE, CME

August 1, 2024

Chairman and Commissioners

Pine Hill Borough MUA

907 Turnerville Road

Pine Hill, NJ 08021

RE: Valve Exerciser – Vacuum Trailer

Pine Hill Borough Municipal Utilities Authority

Chairman and Commissioners:

I. INTRODUCTION

This office has reviewed the documents provided regarding the bid submissions with respect to the Contract for the Valve Exerciser – Vacuum Trailer on behalf of the Pine Hill Borough Municipal Utilities Authority ("PHMUA" and/or "Authority"). The PHMUA received three (3) bid for the Contract. The bids were submitted as follows:

VENDOR BID AMOUNT

1. Hudson Machinery, LLC \$78,962.00

2. Ferguson Waterworks \$81,990.00

3. Caterina Supply, Inc. \$84,786.00

Engineer's Estimate: \$70,000.00

II. FACTUAL ANALYSIS

The apparent low bid for the contract was submitted by Hudson Machinery, LLC. ("Hudson").

Upon review of the bid submitted by Hudson apparent defects were uncovered. Specifically, the bid specifications provide that the bidder must submit a bid guarantee as required by N.J.S.A. 40A:11-21 as required to be submitted with the bid, as well as a certificate from a surety company pursuant to N.J.S.A. 40A:11-22. Upon review of the bid submitted by Hudson, the bidder submitted a Cashier's Check in the amount of \$7,896.20, made out to "Pine Hill Borough" and failed to submit a certificate from a surety company. As the Cashier's Check was not made out to the Pine Hill Borough Municipal Utilities Authority, it has been determined that Hudson has failed to submit a bid guarantee and a certificate from a surety company as required by the specifications.

Chairman and Commissioners

August 1, 2024

Page 2

RE: Valve Exerciser – Vacuum Trailer

Pine Hill Borough Municipal Utilities Authority

The apparent second low bid for the contract was submitted by Ferguson Waterworks ("Ferguson").

Upon review of the bid submitted by Ferguson apparent defects were uncovered. Specifically, the bidder submitted a Bid Bond made out to "Pine Hill Borough" and also had defects within the Bidder's Affidavit. As the Bid Bond was not made out to the Pine Hill Borough Municipal Utilities Authority, it has been

determined that Ferguson has failed to submit a bid guarantee as required by the specifications. The apparent third low bid for the contract was submitted by Caterina Supply, Inc. (“Caterina”) in the amount of \$84,786.00, which is \$14,786.00 above the Authority’s predetermined Engineer’s estimate of \$70,000.00. Upon review of the bid received, Hugh J. Dougherty, PE, CME and Thomas Leisse, PE, CME of Pennoni Associates, Inc., opined that the bid submitted by Caterina substantially exceeds the cost estimates for the services. The bid submitted by Caterina also contained a product that was not the model specified within the bid specifications.

III. LEGAL ANALYSIS

The Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. regulates bidding on Contracts of public entities in New Jersey. In general, the practice of public bidding is universally recognized and deeply imbedded in the public policy of the State of New Jersey. *N.E.R.I. Corp. v. New Jersey Highway Authority*, 147 N.J. 223, 236 (1996). There is a prima facie presumption that power and discretion of governmental action in awarding bids on public Contracts has been properly exercised. *Colonnelli Bros., Inc. v. Village of Ridgefield Park*, 284 N.J.Super. 538, 541 (App.Div.1995).

Public bidding statutes are to be construed with sole reference to the public good and rigidly adhered to by courts. *Hall Const. Co., Inc. v. New Jersey Sports & Exposition Authority*, 295 N.J.Super. 629, 634 (App.Div.1996). Furthermore, public bidding statutes exist for the good of taxpayers, not bidders, and they must always be construed for the public good and to guard against favoritism, improvidence, extravagance, and corruption. *Sevell v. New Jersey Highway Authority*, 329 N.J.Super. 580, 584 (App.Div.2000).

Every Contract awarded by the contracting agent for the provision or performance of any goods or services, the cost of which in the aggregate exceeds the bid threshold, shall be awarded only by Resolution of the governing body of the contracting unit to the lowest responsible bidder after public advertising for bids and bidding therefore. N.J.S.A. 40A:11-4. “*Lowest responsible bidder or vendor*” means the bidder or vendor: (a) whose response to a request for bids offers the lowest price and is responsive; and (b) who is responsible. N.J.S.A. 40A:11-2. The lowest responsible bidder on a public Contract must not only be deemed responsible but must submit the lowest bid which conforms to the Contract specifications. *Matter of Protest of Award of On-Line Games Production & Operation Services Contract, Bid No. 95-X-20175*, 279 N.J.Super. 566, 590 (App.Div.1995).

It is firmly established in New Jersey that material conditions contained in bidding specifications may not be waived. *Terminal Const. Corp. v. Atlantic Cty. Sewerage Auth.*, 67 N.J. 403, 409 (1975). A contracting body is generally without discretion to accept a defective bid. *Meadowbrook Carting Co. v. Borough of Island Heights*, 138 N.J. 307, 314 (1994). However, while material conditions contained in bidding specifications may not be waived, this rule does not apply to minor or inconsequential conditions. Public contracting units may resolve problems arising from such conditions in a sensible or practical way.

Chairman and Commissioners
August 1, 2024

Page 3

RE: Valve Exerciser – Vacuum Trailer

Pine Hill Borough Municipal Utilities Authority

Terminal Const. Corp., 67 N.J. at 409-11. Materiality of a particular specification is to be determined as a matter of law. *Hanover Tp. v. Inter. Fidelity Ins. Co.*, 122 N.J.Super. 544, 548 (App.Div.1973).

There are two (2) criteria for determining whether a specific non-compliance constitutes a substantial and, hence, non-waivable irregularity: (1) Whether the effect of a waiver would be to deprive the public body of its assurance that the Contract will be entered into, performed, and guaranteed according to its specific requirements; and (2) Whether it is of such a nature that its waiver would adversely affect competitive bidding by placing a bidder in a position of advantage over the other bidders or by otherwise undermining the necessary common standard of competition. *Township of River Vale v. R.J. Longo Constr. Co.*, 127 N.J.Super. 207, 222 (Law.Div.1974).

The court has provided further guidance as to materiality where an error is “patent and the true intent of the bidder obvious”. In such a situation, the Appellate Division has held that such an error may be disregarded by the public agency. The Court held that certain non-compliance (i.e. obvious error) with the bid specifications may be deemed not material and therefore waivable by the public entity. *Spina v. Borough of Fairview*, 304 N.J. Super. 425, (App. Div. 1997).

As a matter of law, the Local Public Contract Law requires certain items to be included as material aspects of every bid. The statute reads:

“When required by the bid plans and specifications, the following requirements shall be considered mandatory items to be submitted at the time specified by the contracting unit for the receipt of the bids; the failure to submit any one of the mandatory items shall be deemed a fatal defect that shall render the bid proposal unresponsive and that cannot be cured by the governing body:

a. A guarantee to accompany the bid pursuant to section 21 of P.L.1971, c.198 (C.40A:11-21);

b. A certificate from a surety company pursuant to section 22 of P.L.1971, c.198 (C.40A:11-22);

c. A statement of corporate ownership pursuant to section 1 of P.L.1977, c.33 (C.52:25-24.2);

d. A listing of subcontractors pursuant to section 16 of P.L.1971, c.198 (C.40A:11-16);

e. A document provided by the contracting agent in the bid plans, specifications, or bid proposal documents for the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents;"

N.J.S.A. 40A:11-23.2 (emphasis added).

Finally, a local contracting unit is permitted to reject all bids within a part under certain conditions.

N.J.S.A. 40A:11-13.2, provides in pertinent part:

"A local contracting unit can reject all bids for any of the following

Chairman and Commissioners

August 1, 2024

Page 4

RE: Valve Exerciser – Vacuum Trailer

Pine Hill Borough Municipal Utilities Authority

reasons:

a. The lowest bid substantially exceeds the cost estimates for the goods or services;

b. The lowest bid substantially exceeds the contracting unit's appropriation for the goods or services;

c. The governing body of the contracting unit decides to abandon the project for provision or performance of the goods or services;

d. The contracting unit wants to substantially revise the specifications for the goods or services;

e. The purposes or provisions or both of P.L.1971, c. 198 (C.40A:11-1 et seq.) are being violated;

f. The governing body of the contracting unit decides to use the State authorized contract pursuant to section 12 of P.L.1971, c. 198 (C.40A:11-12).

N.J.S.A. 40A:11-13.2 (emphasis added).

As outlined above, within their original bid packages, both Hudson and Ferguson failed to provide a bid guarantee. As such, The Authority is left with no alternative but to reject the bids submitted by Hudson and Ferguson as non-responsive pursuant to N.J.S.A. 40A:11-23.2(a), due their failure to provide an appropriate

bid guarantee.¹

Following the rejection of the bids submitted by Hudson and Ferguson as non-responsive, the apparent low bidder for this contract is Caterina. The bid submitted by Caterina, was in the amount of \$84,786.00, which is \$84,786.00, which is \$14,786.00 above the Authority's predetermined Engineer's estimate of \$70,000.00. Upon review of the bid received, Hugh Dougherty and Thomas Leisse, opined that the bid submitted substantially exceeds the cost estimates for the services. Based on the aforementioned, it is my legal opinion that the lowest bid on this Contract substantially exceeds the pre-determined engineer's estimate and accordingly, the PHMUA may reject all bids on this contract and rebid the project pursuant to N.J.S.A. 40A:11-13.2(a)².

IV. CONCLUSION

After researching the applicable law, reviewing the Contract specifications and documents and conferring with staff, it is my legal opinion that the bids received by Hudson and Ferguson for this Contract must be rejected as non-responsive pursuant to N.J.S.A. 40A:11-23.2(a), as the bidders failed to submit an appropriate bid guarantee within their original bid package. It is my further legal opinion that following the rejection of the bid submitted by Hudson and Ferguson as non-responsive, the lowest remaining bid is substantially over the engineer's estimate and may be rejected pursuant to N.J.S.A 40A:11-13.2(a). It is my recommendation that a Resolution be placed on the Agenda at an upcoming meeting rejecting the bids received and rebidding the project conditioned upon staff concurrence.

¹ As the bids submitted by Hudson and Ferguson are being rejected as non-responsive for the failure to submit an appropriate bid guarantee, it is

unnecessary to evaluate the remaining defects in either bid at this time. This shall in no way be construed as a waiver of any defects within the bids.

² As the bid submitted by Caterina are being rejected as over the predetermined estimate, it is unnecessary to evaluate the remaining defects in the

bid at this time. This shall in no way be construed as a waiver of any defects within the bid.

Chairman and Commissioners

August 1, 2024

Page 5

RE: Valve Exerciser – Vacuum Trailer

Pine Hill Borough Municipal Utilities Authority

If you have any questions or require any further clarification, please do not hesitate to contact me.

Very truly yours,

WADE, LONG, WOOD & LONG, L.L.C.

Christopher F. Long

Christopher F. Long, Esquire

Stefanie J. DeSantis
Bowman & Company LLP
6 North Broad Street, Suite 201
Woodbury, New Jersey 08096

This representation letter is provided in connection with your audits of the financial statements of the Pine Hill Municipal Utilities Authority, (the "Authority") which comprise the respective financial position of the business-type activities as of July 31, 2023 and 2022, and the changes in financial position and cash flows for the fiscal years then ended, and the disclosures (collectively, the "financial statements"), for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of July 31, 2024, the following representations made to you during your audit.

Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated February 6, 2023, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information required by generally accepted accounting principles and by the Bureau of Authority Regulation, Division of Local Government Services, Department of Community Affairs, State of New Jersey, to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) The methods, significant assumptions, and data used in making accounting estimates and their related disclosures are appropriate to achieve recognition, measurement, or disclosure that is reasonable in accordance with U.S. GAAP.
- 6) There are no material related party relationships or transactions.
- 7) Adjustments or disclosures have been made for all events, including instances of noncompliance, subsequent to the date of the financial statements that would require adjustment to or disclosure in the financial statements.
- 8) The effects of uncorrected misstatements are immaterial, both individually and in the aggregate, to the financial statements as a whole for each opinion unit. A list of the uncorrected misstatements is attached to the exit conference report.
- 9) The effects of all known or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- 10) Guarantees, whether written or oral, under which the Authority is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

- 11) We have provided you with:
 - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records (including information obtained from outside of the general and subsidiary ledgers), documentation, and other matters and all audit or relevant monitoring reports, if any, received from funding sources.
 - b) Additional information that you have requested from us for the purpose of the audit.
 - c) Unrestricted access to persons within the Authority from whom you determined it necessary to obtain audit evidence.
 - d) Minutes of the Authority meetings or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 12) All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- 13) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 14) We have no knowledge of any fraud or suspected fraud that affects the Authority and involves—
 - Management,
 - Employees who have significant roles in internal control, or
 - Others where the fraud could have a material effect on the financial statements.
- 15) We have no knowledge of any allegations of fraud or suspected fraud affecting the Authority's financial statements communicated by employees, former employees, regulators, or others.
- 16) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or waste or abuse, whose effects should be considered when preparing financial statements.
- 17) We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.

Government-specific

- 18) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 19) We have identified to you any previous audits, attestation engagements, and other studies related to the objectives of the audit and whether related recommendations have been implemented.
- 20) We have identified to you any investigations or legal proceedings that have been initiated with respect to the period under audit.
- 21) The Authority has no plans or intentions that may materially affect the carrying value or classification of assets, deferred outflows of resources, liabilities, deferred inflows of resources, and net position.

- 22) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts, and legal and contractual provisions for reporting specific activities in separate funds.
- 23) We have appropriately identified, recorded, and disclosed all leases in accordance with GASBS No. 87.
- 24) We have identified and disclosed to you all instances of identified and suspected fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we believe have a material effect on the financial statements.
- 25) There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- 26) As part of your audit, you assisted with preparation of the financial statements and disclosures including the GASB note disclosures. In addition, you also assisted us with proposing journal entries affecting the financial statements including the GASB conversion entries, preparation of the State Budget Document, preparation of the continuing disclosure report, and assistance with the rate study. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating Dominic Buirch, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and disclosures including the GASB note disclosures, proposed journal entries affecting the financial statements including the GASB conversion entries, preparation of the State Budget Document, preparation of the continuing disclosure report and assistance with the rate study.
- 27) The Authority has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 28) The Authority has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- 29) There are no component units, joint ventures or other related organizations that need to be disclosed in accordance with GAAP.
- 30) The financial statements properly classify all funds and activities in accordance with GASBS No. 34, as amended, and GASBS No. 84 .
- 31) All funds that meet the quantitative criteria in GASBS Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 32) Components of net position (net investment in capital assets; restricted; and unrestricted) are properly classified and, if applicable, approved.
- 33) Provisions for uncollectible accounts receivables have been considered.
- 34) Expenses have been appropriately classified in the statements of revenues, expenses and changes in net in position.
- 35) Revenues are appropriately classified in the statements of revenues, expenses and changes in net in position.
- 36) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 37) There are no special or extraordinary items.
- 38) Deposits are properly classified as to risk and are properly disclosed.
- 39) Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and depreciated.
- 40) We have appropriately disclosed the Authority's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.
- 41) We are following our established accounting policy regarding which resources (that is, restricted or unrestricted) are considered to be spent first for expenditures for which more than one resource classification is available. The policy determines the net position classifications for financial reporting purposes.
- 42) We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- 43) With respect to the schedules and the other supplementary information identified in the table of contents contained in the Report of Audit:
 - a) We acknowledge our responsibility for presenting the and the other supplementary information in accordance with accounting principles generally accepted in the United States of America, and as required by the Bureau of Authority Regulation, Division of Local Government Services, Department of Community Affairs, State of New Jersey. We believe the supplementary information, including its form and content, is fairly presented in accordance with accounting principles generally accepted in the United States of America, the requirements of the Bureau of Authority Regulation, Division of Local Government Services, Department of Community Affairs, State of New Jersey. The methods of measurement and presentation of the supplementary information have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
 - b) If the other supplementary information identified in the table of contents contained in the Report of Audit is not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.

Signature: _____
Chairman

Signature:  _____
Executive Director

Stefanie J. DeSantis
Bowman & Company LLP
6 N. Broad Street, Suite 601
Woodbury, New Jersey 08096

Dear Ms. DeSantis:

In accordance with Section 3.91 of *Government Auditing Standards* as promulgated by the Government Accountability Office, management of the Pine Hill Municipal Utilities Authority acknowledges that they are responsible for the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework (accounting principles generally accepted in the United States of America), even if the auditor assisted in drafting those financial statements.

In addition, management further acknowledges that they have responsibility for the following nonaudit services provided by the auditor, and that management has provided someone with the suitable skill, knowledge, and experience to oversee these nonaudit services. The nonaudit services provided by the auditor for the fiscal year ended July 31, 2023, include the following:

- assistance with the preparation of the financial statements and related disclosures including the GASB note disclosures
- proposing entries affecting the financial statements, including the GASB conversion entries
- assistance with the preparation of the State Budget Document
- assistance with the preparation of the continuing disclosure report as required by the Securities and Exchange Commission under Rule 15c2-12(b)(5)
- assistance with the rate study

All of the aforementioned nonaudit services, which you have provided for our inspection, have been reviewed by the undersigned. On behalf of the Pine Hill Municipal Utilities Authority, I hereby certify the approval of the financial statements and related disclosures, including the GASB note disclosures; all journal entries proposed by the auditor for the fiscal year, including the GASB conversion entries; the State Budget Document, the continuing disclosure report, and the rate study.



Executive Director

Pine Hill Borough MUA

Attn: John Campanella, Executive Director
Pine Hill MUA
907 Turnerville Road
Pine Hill, NJ 08021

**RE: PINE HILL BOROUGH MUA
PARKING LOT RESURFACING
BID RECOMMENDATION**

Dear Mr. Campanella:

On August 14, 2024, the Authority received bids on the above referenced project. A total of seven (7) contractors submitted a proposal. The bids ranged from \$50,245.00 to \$139,600.00. We have enclosed the bid tabulation.

Bogey's Trucking and Paving of Deptford, NJ submitted the lowest qualifying bid. Their bid included the appropriate bid surety and required affidavit. Bogey's has successfully completed similar projects in the past.

We recommend that the Parking Lot Resurfacing contract be awarded to Bogey's for the low bid amount of \$50,245.00.

Our recommendation is contingent upon the availability of funds and review by the Authority Solicitor.

Please feel free to contact us with any questions.

Sincerely,

PENNONI ASSOCIATES INC.

Hugh J. Dougherty, PE, CME

Thomas Leisse, PE, CME

John Campanella, Executive Director
Phill Hill Borough Municipal Utilities Authority
907 Turnerville Road
Pine Hill, NJ 08021

RE: Xylem Pumps, Parts and Accessories

Dear Mr. Campanella:

I. INTRODUCTION AND FACTUAL ANALYSIS

This office has reviewed certain documents provided regarding the bid submission with respect to Xylem Pumps, Spare Parts and Accessories contract on behalf of the Pine Hill Borough Municipal Utilities Authority ("PHMUA" and/or "Authority"). The Authority received one (1) bid for the aforementioned contract submitted by Xylem Water Solutions USA, Inc. ("Xylem"). The following bid price was submitted on August 7, 2024:

"Xylem offered a 15.0% discount from Manufacturers Current List Price for OEM parts and spare parts for Xylem-Flygt Dri-Prime unit, a unit rate of One Hundred Forty Dollars (\$140.00) per hour for all "in house" shop labor, a unit price of One Hundred Fifty Dollars (\$150.00) each for pickup of pumps up to 35 H.P., a unit price of Three Hundred Dollars (\$300.00) each for pickup of pumps over 35 H.P., a unit price of One Hundred Fifty Dollars (\$150.00) each for delivery of pumps up to 35 H.P., a unit price of Three Hundred Dollars

(\$300.00) each for delivery of pumps over 35 H.P., and a 10.0% discount from Manufacturers Current List Price for an entire Dri-Prime Backup System. The unit prices for service are “in house” labor rates only.”

Following a review of the bid submitted by Xylem, no defects were uncovered from a legal perspective. Additionally, the bid was reviewed by Mr. Hugh J. Dougherty, PE, CME, and Thomas Leisse, PE, CME, of Pennoni Associates, who, via opinion letter dated August 15, 2024, recommended the award of the bid for this contract to Xylem, subject to Solicitor’s review.

II. LEGAL ANALYSIS

The Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. regulates bidding on Contracts of public entities in New Jersey. In general, the practice of public bidding is universally recognized and deeply

RE: Xylem Pumps, Parts and Accessories

imbedded in the public policy of the State of New Jersey. *N.E.R.I. Corp. v. New Jersey Highway Authority*, 147 N.J. 223, 236 (1996). There is a prima facie presumption that power and discretion of governmental action in awarding bids on public Contracts has been properly exercised. *Colonnelli Bros., Inc. v. Village of Ridgefield Park*, 284 N.J.Super. 538, 541 (App.Div.1995).

Public bidding statutes are to be construed with sole reference to the public good and rigidly adhered to by courts. *Hall Const. Co., Inc. v. New Jersey Sports & Exposition Authority*, 295 N.J.Super. 629, 634 (App.Div.1996). Furthermore, public bidding statutes exist for the good of taxpayers, not bidders, and they must always be construed for the public good and to guard against favoritism, improvidence, extravagance, and corruption. *Sevell v. New Jersey Highway Authority*, 329 N.J.Super. 580, 584 (App.Div.2000).

Every Contract awarded by the contracting agent for the provision or performance of any goods or services, the cost of which in the aggregate exceeds the bid threshold, shall be awarded only by Resolution of the governing body of the contracting unit to the lowest responsible bidder after public advertising for bids and bidding therefore. N.J.S.A. 40A:11-4. “*Lowest responsible bidder or vendor*” means the bidder or vendor: (a) whose response to a request for bids offers the lowest price and is responsive; and (b) who is responsible. N.J.S.A. 40A:11-2. The lowest responsible bidder on a public Contract must not only be deemed responsible but must submit the lowest bid which conforms to the Contract specifications. *Matter of Protest of Award of On-Line Games Production & Operation Services Contract, Bid No. 95-X-20175*, 279 N.J.Super. 566, 590 (App.Div.1995).

It is firmly established in New Jersey that material conditions contained in bidding specifications may not be waived. *Terminal Const. Corp. v. Atlantic Cty. Sewerage Auth.*, 67 N.J. 403, 409 (1975). A contracting body is generally without discretion to accept a defective bid. *Meadowbrook Carting Co. v. Borough of Island Heights*, 138 N.J. 307, 314 (1994). However, while material conditions contained in bidding specifications may not be waived, this rule does not apply to minor or inconsequential conditions. Public contracting units may resolve problems arising from such conditions in a sensible or practical way. *Terminal Const. Corp.*, 67 N.J. at 409-11. Materiality of a particular specification is to be determined as a matter of law. *Hanover Tp. v. Inter. Fidelity Ins. Co.*, 122 N.J.Super. 544, 548 (App.Div.1973).

There are two (2) criteria for determining whether a specific non-compliance constitutes a substantial and, hence, non-waivable irregularity: (1) Whether the effect of a waiver would be to deprive the public body of its assurance that the Contract will be entered into, performed, and guaranteed according to its specific requirements; and (2) Whether it is of such a nature that its waiver would adversely affect competitive bidding by placing a bidder in a position of advantage over the other bidders or by otherwise undermining the necessary common standard of competition. *Township of River Vale v. R.J. Longo Constr. Co.*, 127 N.J.Super. 207, 222 (Law.Div.1974).

The court has provided further guidance as to materiality where an error is “patent and the true intent of the bidder obvious”. In such a situation, the Appellate Division has held that such an error may be disregarded by the public agency. The Court held that certain non-compliance (i.e. obvious error) with the

bid specifications may be deemed not material and therefore waivable by the public entity. *Spina v. Borough of Fairview*, 304 N.J. Super. 425, (App. Div. 1997).

As a matter of law, the Local Public Contract Law requires certain items to be included as material aspects of every bid. The statute reads:

“When required by the bid plans and specifications, the following requirements shall be considered mandatory items to be submitted at the time specified by the contracting unit for the receipt of the bids; the failure to submit any one of the mandatory items shall be deemed a fatal defect that shall render the bid proposal unresponsive and that cannot be cured by the governing body:

- a. A guarantee to accompany the bid pursuant to section 21 of P.L.1971, c.198 (C.40A:11-21);
- b. A certificate from a surety company pursuant to section 22 of P.L.1971, c.198 (C.40A:11-22);
- c. A statement of corporate ownership pursuant to section 1 of P.L.1977, c.33 (C.52:25-24.2);
- d. A listing of subcontractors pursuant to section 16 of P.L.1971, c.198

(C.40A:11-16);

e. A document provided by the contracting agent in the bid plans, specifications, or bid proposal documents for the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents;"

N.J.S.A. 40A:11-23.2.

Finally, a local contracting unit is permitted to reject all bids within a part under certain conditions.

N.J.S.A. 40A:11-13.2, provides in pertinent part:

"A local contracting unit can reject all bids for any of the following reasons:

a. The lowest bid substantially exceeds the cost estimates for the goods or services;

b. The lowest bid substantially exceeds the contracting unit's appropriation for the goods or services;

c. The governing body of the contracting unit decides to abandon the project for provision or performance of the goods or services;

d. The contracting unit wants to substantially revise the specifications for the goods or services;

e. The purposes or provisions or both of P.L.1971, c. 198 (C.40A:11-1 et seq.) are being violated;

f. The governing body of the contracting unit decides to use the State authorized contract pursuant to section 12 of P.L.1971, c. 198 (C.40A:11-12).

N.J.S.A. 40A:11-13.2.

As outlined above, the bid submitted by Xylem contained no defects and complied with the specifications from a legal and technical perspective. To the extent a defect may be uncovered, it is my legal opinion that any such defect is minor in nature and may be waived by the Authority pursuant to the Court's holdings in River Vale and Spina.

III. XYLEM WATER SOLUTIONS USA, INC.'S BID

Our review consisted of an examination of the following documents submitted by Xylem that the Authority has provided:

1. Bid Document Submission Checklist;
2. Cover Letter;
3. Employee Information Report;
4. New Jersey Business Registration Certificate;
5. Proposal;
6. Contractor Information;
7. Subcontractor Information;
8. Installer Qualifications;
9. Bidder's Affidavit;
10. Affirmative Action Questionnaire and Information;
11. Non-Collusion Affidavit;
12. Return of Bid Security Information;
13. Bid Bond;
14. Consent of Surety;
15. Acknowledgement of Principal and Surety;
16. Power of Attorney;
17. Surety Financial Information;
18. Surety Disclosure Statement and Certification;
19. Acknowledgement of Changes to Bid Documents Form;
20. Disclosure of Investment Activities in Iran Form;
21. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus;
22. Statement of Ownership Disclosure Form;
23. Certification of Non-Debarment for Federal Government Contracts;
24. Contract Documents.

The bid submitted by Xylem is in the appropriate form.

RE: Xylem Pumps, Parts and Accessories

IV. CONCLUSION

After researching the applicable law, reviewing the Contract specifications and documents, and conferring with staff, it is my legal opinion that the lowest responsible bidder for the Xylem Pumps, Parts and Accessories contract is Xylem. It is therefore recommended that a Resolution be placed on the Agenda for

an upcoming meeting awarding said contract to Xylem, subject to staff concurrence and the availability of funds.

If you have any questions or require any further clarification, please do not hesitate to contact me.

Very truly yours,

WADE, LONG, WOOD & LONG, L.L.C.

**RE: Pine Hill Borough MUA
Parking Lot Resurfacing**

Dear Mr. Campanella:

I. INTRODUCTION

This office has reviewed the documents provided regarding the bid submission with respect to the Contract for Parking Lot Resurfacing project on behalf of the Pine Hill Borough Municipal Utilities Authority

("PHMUA" and/or "Authority"). The Authority received seven (7) bids for the Contract. The bids were submitted on August 14, 2024, as follows:

VENDOR BASE BID

1. Bogey's Trucking and Paving, Inc. \$50,245.00
 2. R.D. Zeuli, Inc. \$51,908.00
 3. Think Pavers Hardscaping, LLC \$54,800.00
 4. Landberg Construction, LLC \$59,080.00
 5. DiMeglio Construction, Co., Inc. \$71,465.00
 6. Earle Asphalt \$74,913.13
 7. Diamond Construction, Inc. \$139,600.00
- Engineer's Estimate: \$53,125.00

II. FACTUAL ANALYSIS

The apparent low bid for the above referenced contract was submitted by Bogey's Trucking and Paving, Inc. ("Bogey's"). Following my review of the bid, no defects were uncovered, and the bid complied with the specifications from a legal perspective. The bid was reviewed from a technical perspective by Hugh J. Dougherty, PE, CME, Authority Engineer, and Thomas Lisse, PE, CME, Senior Engineer from Pennoni Associates. Following their review, Mr. Lisse and Mr. Dougherty opined that Bogey's bid complies with the technical specifications and recommended award of the contract to Bogey's, subject to this office's review.

III. LEGAL ANALYSIS

The Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. regulates bidding on Contracts of public entities in New Jersey. In general, the practice of public bidding is universally recognized and deeply imbedded in the public policy of the State of New Jersey. *N.E.R.I. Corp. v. New Jersey Highway Authority*, 147 N.J. 223, 236 (1996). There is a prima facie presumption that power and discretion of governmental action in awarding bids on public Contracts has been properly exercised. *Colonnelli Bros., Inc. v. Village of Ridgefield Park*, 284 N.J.Super. 538, 541 (App.Div.1995).

Public bidding statutes are to be construed with sole reference to the public good and rigidly adhered to by courts. *Hall Const. Co., Inc. v. New Jersey Sports & Exposition Authority*, 295 N.J.Super. 629, 634 (App.Div.1996). Furthermore, public bidding statutes exist for the good of taxpayers, not bidders, and they must always be construed for the public good and to guard against favoritism, improvidence, extravagance, and corruption. *Sevell v. New Jersey Highway Authority*, 329 N.J.Super. 580, 584 (App.Div.2000).

Every Contract awarded by the contracting agent for the provision or performance of any goods or services, the cost of which in the aggregate exceeds the bid threshold, shall be awarded only by Resolution of the governing body of the contracting unit to the lowest responsible bidder after public advertising for bids and bidding therefore. N.J.S.A. 40A:11-4. "*Lowest responsible bidder or vendor*" means the bidder or vendor: (a) whose response to a request for bids offers the lowest price and is responsive; and (b) who is responsible. N.J.S.A. 40A:11-2. The lowest responsible bidder on a public Contract must not only be deemed responsible but must submit the lowest bid which conforms to the Contract specifications. *Matter of Protest of Award of On-Line Games Production & Operation Services Contract, Bid No. 95-X-20175*, 279 N.J.Super. 566, 590 (App.Div.1995).

It is firmly established in New Jersey that material conditions contained in bidding specifications may not be waived. *Terminal Const. Corp. v. Atlantic Cty. Sewerage Auth.*, 67 N.J. 403, 409 (1975). A contracting body is generally without discretion to accept a defective bid. *Meadowbrook Carting Co. v. Borough of Island Heights*, 138 N.J. 307, 314 (1994). However, while material conditions contained in bidding specifications may not be waived, this rule does not apply to minor or inconsequential conditions. Public contracting units may resolve problems arising from such conditions in a sensible or practical way. *Terminal Const. Corp.*, 67 N.J. at 409-11. Materiality of a particular specification is to be determined as a matter of law. *Hanover Tp. v. Inter. Fidelity Ins. Co.*, 122 N.J.Super. 544, 548 (App.Div.1973).

There are two (2) criteria for determining whether a specific non-compliance constitutes a substantial and, hence, non-waivable irregularity: (1) Whether the effect of a waiver would be to deprive the public body of its assurance that the Contract will be entered into, performed, and guaranteed according to its specific requirements; and (2) Whether it is of such a nature that its waiver would adversely affect competitive bidding by placing a bidder in a position of advantage over the other bidders or by otherwise undermining the necessary common standard of competition. *Township of River Vale v. R.J. Longo Constr. Co.*, 127 N.J.Super. 207, 222 (Law.Div.1974).

The court has provided further guidance as to materiality where an error is "patent and the true intent of the bidder obvious". In such a situation, the Appellate Division has held that such an error may be disregarded by the public agency. The Court held that certain non-compliance (i.e. obvious error) with the bid specifications may be deemed not material and therefore waivable by the public entity. *Spina v. Borough of Fairview*, 304 N.J. Super. 425, (App. Div. 1997).

As a matter of law, the Local Public Contract Law requires certain items to be included as material aspects of every bid. The statute reads:

“When required by the bid plans and specifications, the following requirements shall be considered mandatory items to be submitted at the time specified by the contracting unit for the receipt of the bids; the failure to submit any one of the mandatory items shall be deemed a fatal defect that shall render the bid proposal unresponsive and that cannot be cured by the governing body:

- a. A guarantee to accompany the bid pursuant to section 21 of P.L.1971, c.198 (C.40A:11-21);
- b. A certificate from a surety company pursuant to section 22 of P.L.1971, c.198 (C.40A:11-22);
- c. A statement of corporate ownership pursuant to section 1 of P.L.1977, c.33 (C.52:25-24.2);
- d. A listing of subcontractors pursuant to section 16 of P.L.1971, c.198 (C.40A:11-16);
- e. A document provided by the contracting agent in the bid plans, specifications, or bid proposal documents for the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents;”

N.J.S.A. 40A:11-23.2.

Finally, a local contracting unit is permitted to reject all bids within a part under certain conditions. N.J.S.A. 40A:11-13.2, provides in pertinent part:

“A local contracting unit can reject all bids for any of the following reasons:

- a. The lowest bid substantially exceeds the cost estimates for the goods or services;
- b. The lowest bid substantially exceeds the contracting unit's appropriation for the goods or services;
- c. The governing body of the contracting unit decides to abandon the project for provision or performance of the goods or services;
- d. The contracting unit wants to substantially revise the specifications for the goods or services;
- e. The purposes or provisions or both of P.L.1971, c. 198 (C.40A:11-1 et seq.) are being violated;
- f. The governing body of the contracting unit decides to use the State authorized contract pursuant to section 12 of P.L.1971, c. 198 (C.40A:11-12).

N.J.S.A. 40A:11-13.2.

As outlined above, the bid submitted by Bogey's contained no defects and complied with the specifications from a legal and technical perspective. To the extent a defect may be uncovered, it is my legal opinion that any such defect is minor in nature and may be waived by the Authority pursuant to the Court's holdings in River Vale and Spina.

IV. BOGEY'S TRUCKING & PAVING, INC.'S BID

Our review consisted of an examination of the following documents submitted by Bogey's that the Authority has provided:

1. Bid Document Submission Checklist;
2. Proposal;
3. Contractor Information;
4. Subcontractor Information;
5. Bid Bond;
6. Power of Attorney;
7. Consent of Surety;
8. Power of Attorney;
9. Surety Disclosure Statement and Certification;
10. Surety Financial Information;
11. Certificate of Authority;
12. List of Completed and Uncompleted Jobs;
13. Equipment List;
14. New Jersey Business Registration Certificate;
15. Public Works Contractor Registration Act Certificate;
16. References;
17. Installer Qualifications;
18. Bidder's Affidavit;
19. Affirmative Action Questionnaire and Information Form;
20. Acknowledgement of Receipt of Changes to Bid Documents Form;
21. Disclosure of Investment Activities in Iran Form;
22. Certification of Non-Involvement in Prohibited Activities in Russia or Belarus;
23. Statement of Ownership Disclosure Form;

24. Certification of Non-Debarment for Federal Contracts.

The bid submitted by Bogey's is in the appropriate form.

V. CONCLUSION

After researching the applicable law, reviewing the Contract specifications and documents, and conferring with staff, it is my legal opinion that the lowest responsible bidder for the contract for the Parking Lot Resurfacing project on behalf of the PHMUA is Bogey's. It is therefore recommended that a Resolution be placed on the Agenda for an upcoming meeting awarding said contract to Bogey's subject to staff concurrence and the availability of funds.

If you have any questions or require any further clarification, please do not hesitate to contact me.

Very truly yours,

WADE, LONG, WOOD & LONG, L.L.C.

ENGINEERS REPORT FOR PINR HILL BOROUGH MUA August 21, 2024 Meeting

I. Active Projects

1. Various Water Projects
 - a. New Well "Well 8" and Well 6 & 7 Decommissioning
 - 1) Opened Bids 7/7, Awarded to AC Schultes for \$1,554,150.00.
 - 2) Bureau of Water System Engineering "BWSE" Permit to Construct approved.
 - 3) Proceed with original design parameters. Atlantic City Electric upgrades complete.
 - 4) AC Schultes released to procure equipment.
 - b. Asset Management Plan (PHMUX 18007)
 - 1) Plan provided to MUA April 2019.
 - 2) Update/Develop a 5-year capital plan for all assets. Review all assets including buildings.
 - c. Backflow Prevention Assembly at NJ American Water Interconnection
 - 1) MUA inspection program.
 - d. Investigate existing Branch Avenue PRV to increase flow capacity for fire safety.
 - 1) Pennoni submitting design details and cost estimate for MUA review.
 - e. Yearly Tank Inspections.
 - 1) Clement Avenue Tank Inspection provided.
2. Federal Law America's Water Infrastructure Act of 2018
 - a. Compliant with Risk and Resilience provisions.
3. Water Allocation Permit
 - a. Permit Renewal issued February 22, 2018. Permit expires February 29, 2028.
 - b. Well status update; John Toal submitted through E2 electronic filing. (Deadline Jan 31).
 - c. Pennoni submitted 2023 DRBC Audit (Deadline March 31st).
 - d. Request to reduce water purchase contract to NJAW Co approved effective June 2024.
 - e. Pennoni submitted Synthetic Organic Compound (SOC) testing waiver.
 - f. MUA submitted Storage Capacity form PA-11B. (Deadline June 18)
4. Map and Regulation Updates
 - a. Awaiting MUA markups.
 - b. Pennoni incorporated MUA CAD data into GIS (NJDEP requirement). Meeting held 11/8 with MUA personnel to review GIS capabilities.
 - c. Solicitor to draft rule change for "Change in Use" connection fees.
5. Maintenance Bonds
 - a. Plant Roof Maintenance bond expires 10/31/2024.
 - b. Bromley Estates PS Generator Maintenance Bond expires July 2025.
7. Annual Water Bond Trustee Report
 - a. Pennoni submitted 2023 report.
8. Country Club and Turnerville Tank
 - a. Preliminary Approval for I-Bank Loan. Estimated budget: \$1.82 Million.
 - b. DEP approved Environmental Planning Report; Specifications submitted for DEP review.
9. Water Meter Replacement
 - a. DEP approved Environmental Planning Report; Installation Specifications.
 - b. Specifications resubmitted for I-Bank review based on SED comments.
 - c. Specs require contractor notices and provisions for weekend appointments.
10. Tall Pines Sewer Pump Station
 - a. Cost estimate provided to MUA for installation of permanent generator.
11. Vibratory Rollers
 - a. Meeting held 2/13 with Borough to discuss use of nonvibratory rollers on paving projects.

12. Emergency Repair Contract
 - a. Awarded to RD Zeuli Inc.
13. Valve Exerciser
 - a. Bids opened July 30th; Pennoni recommendation to reject all bids and rebid.
14. Parking Lot Paving
 - a. Bids opened August 14th; Pennoni recommendation to award to Bogey's.
15. Xylem Pumps, Parts and Service
 - a. Bids opened August 7th; Pennoni recommendation to award to Xylem.
16. Mount Clement Well Emergency Repair
 - a. Pump/motor have been released for procurement, A.C. Schultes to coordinate installation.

II. Other Projects

1. New Projects
 - a. Self-storage; Retail/apartments; Pine Valley Cottages
2. Pine Valley Developers (Fairway Pines) Use Variance
 - a. Use variance approval for 85 units.
 - b. NJDEP permits resubmitted.
 - c. Branch Avenue/3rd Avenue PRV design and installation to provide redundancy.
3. Carl Pursell- 121 Berlin-Cross Keys Road
 - a. 20-year Recapture Agreement for Amboy Bank.
4. Amboy Bank/Foxmoor (Townhomes) (PHMU 1202)
 - a. Possible warehouse development.
 - b. Recapture agreement applies to new property owner.
5. "Pine Hill Partners" (Lakes at Pine Hill) (PHMU 0612) (Property purchased by Carl Pursell)
 - a. Pennoni issued bond release recommendation (release not recommended).
6. Waiver for Water Connection
 - a. 251 Cross Keys Road Truck Facility.
 - b. 166 Watsonstown New Freedom Road.
7. Tank Antenna
 - a. ATT: Turnerville.
 - b. Cellco/Verizon: Mt. Clement.
 - c. Cellco/Verizon: Turnerville; Request for antenna swap-out.
 - d. T-Mobile/MetroPCS: T-Mobile request for generator installation.
 - e. T-Mobile/MetroPCS: Turnerville; Request for generator installation.
 - f. Sprint: Mt. Clement; Decommissioning complete.
 - g. Ham Radio Operator Antenna: Turnerville.

Sean Raday gave a brief discription of various projects Mt Clement should be starig the week of August 26, 2024 And the Paving could be around Sertember or October. They have started working on Well #8.

Mr.Ford made a motion to appove the Engineer's Report, seconded by Mrs. Burke
 Ayes: Mr Odenath, Mr. Green, Mr. Hassett, Mrs. Burke and Mr. Ford
 Nayas: None

Solicitor : Mr. Long - reviewed all Bids and they are good.

Operations Manager

Report August 2024

The following work was completed this month:

51 Assorted work orders serviced

43 Utility mark outs completed

1. We replaced the batteries in the verbating boxes in all our stations.
2. We rebuilt the LMI Chlorine feed pump for Turnerville RD well #4.
3. The conversion of fluorescent to led light fixtures is still on going. The office is completed. We are now working on the maintenance garage light fixtures.
4. We have been doing a lot of sewer jetting this month. We jetted all the dead-end roads and courts in town.
5. We ran our sewer camera in the sewer laterals at 1303 Pine St. and 95 Chestnut Lane due to repeated backups. We chemically treated the laterals due to slight rout intrusion.
6. We cleaned the pressure transduces and jetted the still wells at all our sewer stations.
7. We have been working on the distribution valve exercising program per WQAA.
8. We are doing some needed spackling and painting in the maintenance garage.

Mr. Green made a motion to approve the Operatios Manager's report, seconde by Mrs. Burke

There is a resolution on the agenda tonight to place another advertisement regarding the valve exerciser-vacuum trailer project. The three bids that were received were deficient and were rejected under the advisement of Pennoni Associates and Solicitor Christopher Long.

The bids for the MUA parking lot paving project were opened on 8/14/24. There were seven bidders. The highest bid was \$139,600 and the lowest bid was \$50,245. After reviewing the bids for deficiencies, Pennoni Associates and Solicitor Christopher Long have determined that Bogey's Trucking and Paving was the lowest responsible bidder and recommend awarding them the job. A resolution for such is on the agenda for 8/21/24.

A resolution is on the agenda to accept the bid from Xylem Water Solutions based on the recommendation of Pennoni Associates and Solicitor Christopher Long. Xylem was the lone bidder, and no deficiencies were found in the bid.

The audit for Fiscal Year 2023 and 2022 has been completed and copies for the Board are available at the meeting. There were no material negative findings. The Authority's net position increased \$1,079,111.16.

John Toal and his staff came over to meet me on my first day. We had a nice conversation. John Toal also took me on a tour of the facilities for each location.

The administrative staff has been very welcoming and helpful. It has only been a week, but I can see that they are dedicated to the MUA. They work very hard. Also, the staff is very pleasant to the customers and treats them with respect.

I spent most of my first week reading minutes, reports, etc. to familiarize myself with the operation.

Mrs. Burke made a motion to accept the Executive Director report seconded by Mr. Hassett

Ayes: Mr. Odenath, Mr. Green, Mr. Hassett, Mrs. Burke, Mr. Ford

Nays: None

Board Members: Nothing at this time

New Business:

None

Old Business:

None

Resolutions:

RESOLUTION NO. #24-073

**RESOLUTION HIRING JAMES GOULD TO THE POSITION OF MAINTENANCE MAN II
ADVANCED**

WHEREAS, the Pine Hill Borough Municipal Utilities Authority ("PHMUA" and/or "Authority") has conducted an exhaustive search for the position of Maintenance Man II Advanced; and

WHEREAS, following the search, the Chairman and Members of the PHMUA desire to hire James Gould to the position of Maintenance Man II Advanced with an effective start date of Monday, August 26, 2024; and

NOW, THEREFORE, BE IT RESOLVED by the Pine Hill Borough Municipal Utilities Authority, a body corporate and politic as follows:

1. The provisions of the **WHEREAS** clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Pine Hill Borough Municipal Utilities Authority appoints James Gould to the position of Maintenance Man II Advanced with a start date of Monday, August 26, 2024
3. The Chairman, Executive Director and/or their designee are hereby authorized and directed to take any and all steps necessary to effectuate the intent of this resolution.

**RESOLUTION
AUTHORIZING THE EXECUTION OF A SIDEBAR AGREEMENT TO THE COLLECTIVE
NEGOTIATIONS AGREEMENT BETWEEN THE PINE HILL BOROUGH MUNICIPAL UTILITIES
AUTHORITY AND AFSCME NJ COUNCIL 63 AND LOCAL 3303K**

Resolution #24 - 074

WHEREAS, the Pine Hill Borough Municipal Utilities Authority (hereinafter referred to as the "PHMUA" and/or Authority) and the AFSCME NJ Council 63 and Local 3303K (hereinafter referred to as the "Union") are Parties to a Collective Bargaining Agreement (hereinafter referred to as the "Agreement"); and

WHEREAS, the Authority and the Union desire to amend the Agreement to add Senior Maintenance Worker II, Advanced, to the classifications of employee covered by the Agreement; and

WHEREAS, the parties discussed and agreed upon a Sidebar Agreement in a form attached to and made apart hereof.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Pine Hill Borough Municipal Utilities Authority as follows:

SIDEBAR AGREEMENT
TO THE COLLECTIVE NEGOTIATIONS AGREEMENT
Between the
PINE HILL BOROUGH MUNICIPAL UTILITIES AUTHORITY
AND
AFSCME NJ COUNCIL 63 AND LOCAL 3303K
#24-075

WHEREAS, the Pine Hill Borough Municipal Utilities Authority (hereinafter referred to as the “PHMUA” and/or Authority) and the AFSCME NJ Council 63 and Local 3303K (hereinafter referred to as the “Union”) are Parties to a Collective Bargaining Agreement (hereinafter referred to as the “Agreement”); and

WHEREAS, the Authority and the Union desire to amend the Agreement to add Senior Maintenance Worker II, Advanced, to the classifications of employee covered by the Agreement; and

NOW, THEREFORE, based upon the foregoing premises and mutual promises and covenants contained herein, the parties hereby agree as follows:

1. Article I – Recognition shall be amended to read as follows:

“The Employer recognizes AFSCME NEW JERSEY, Local 3303K, AFL-CIO as the sole and exclusive representative for the purpose of establishing salaries, wages, hours, and other conditions of employment for all personnel covered under this Contract and for such additional classifications as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating the rights of the employees as established by the laws of 1968, Chapter 303, and the Amendment of Public Law 1974, Chapter 123, approved October 21, 1974, Senate No. 1087, as well as other laws of the State of New Jersey. The classifications of employees covered by the Agreement are:

Senior Maintenance Worker II, Advanced

Maintenance Foreman

Maintenance Man II, Advanced

Maintenance Man II

Laborer

Officer Manager

Accounts Payable Clerk

Receptionist/Accounts Receivable Clerk

The Pine Hill Borough Municipal Utilities Authority and AFSCME NEW JERSEY, Local 3303K, AFL-CIO agree to abide by provisions of the Workplace Democracy Enhancement Act, N.J.S.A. 34:13A-5.11, et seq.”

This Sidebar Agreement shall in no way be considered as forming a past practice and shall not be deemed precedent setting in any way.

2. All of the remaining terms and conditions in the Collective Negotiations Agreement not specifically addressed herein shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Sidebar Agreement to be executed by the Authority and the Union, said Sidebar Agreement is to become effective and operative upon the fixing of last signature hereto.

RESOLUTION NO. #24-076

RESOLUTION PROMOTING MIKE GROGAN TO THE POSITION OF FOREMAN

WHEREAS, the Pine Hill Borough Municipal Utilities Authority (“PHMUA” and/or “Authority”) has conducted an exhaustive search for the position of Foreman; and
WHEREAS, following the search, the Chairman and Members of the PHMUA desire to promote Mike Grogan to the position of Interim Foreman, with no increase in pay, with immediate effect; and
WHEREAS, the Chairman and Members of the PHMUA desire to thereafter promote Grogan to the position of Foreman, with an increase in pay of \$3.00 per hour, effective November 1, 2024; and

NOW, THEREFORE, BE IT RESOLVED by the Pine Hill Borough Municipal Utilities Authority, a body corporate and politic as follows:

1. The provisions of the **WHEREAS** clauses set forth above are incorporated herein by reference and made a part hereof.

RESOLUTION NO. #24-076

RESOLUTION PROMOTING MIKE GROGAN TO THE POSITION OF FOREMAN

WHEREAS, the Pine Hill Borough Municipal Utilities Authority (“PHMUA” and/or “Authority”) has conducted an exhaustive search for the position of Foreman; and
WHEREAS, following the search, the Chairman and Members of the PHMUA desire to promote Mike Grogan to the position of Interim Foreman, with no increase in pay, with immediate effect; and
WHEREAS, the Chairman and Members of the PHMUA desire to thereafter promote Grogan to the position of Foreman, with an increase in pay of \$3.00 per hour, effective November 1, 2024; and

NOW, THEREFORE, BE IT RESOLVED by the Pine Hill Borough Municipal Utilities Authority, a body corporate and politic as follows:

2. The provisions of the **WHEREAS** clauses set forth above are incorporated herein by reference and made a part hereof.
3. The Pine Hill Borough Municipal Utilities Authority promotes Mike Grogan to the position of Interim Foreman with immediate effect.
4. The Pine Hill Borough Municipal Utilities Authority promotes Mike Grogan to the position of Foreman, with an increase in pay of \$3.00 per hour, effective November 1, 2024.
5. The Chairman, Executive Director and/or their designee are hereby authorized and directed to take any and all steps necessary to effectuate the intent of this resolution.

**PINE HILL BOROUGH
MUNICIPAL UTILITIES AUTHORITY
RESOLUTION #24 - 077**

Water

WHEREAS, the Chairman and Commissioners of the Pine Hill Borough Municipal Utilities Authority have determined that certain budget appropriations, in the 2023/2024 Authority Water Budget are not sufficient to meet anticipated expenses; and

WHEREAS, transfers between appropriations are permitted.

NOW THEREFORE BE IT RESOLVED, by the Chairman and Commissioners of the Pine Hill Borough Municipal Utilities Authority that the following transfers be affected and that a certified copy of this resolution be forwarded to the Secretary/Treasurer and Financial Clerk.

APPROPRIATION TITLE	FROM	TO
Operations Manager		100.00
Maintenance Men		2,600.00
Overtime-Operating	2,700.00	

Total \$2,700.00 \$2,700.00

AND, BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

PINE HILL BOROUGH MUNICIPAL UTILITIES AUTHORITY
 RESOLUTION APPROVING CHANGE ORDER NO. 1 FOR THE
PHMUA WELL #8 Project
RESOLUTION # 24-078

WHEREAS, the Pine Hill Borough Municipal Utilities Authority (“PHMUA” and/or “Authority”) received a request from Pennoni Associates, Inc. (“Pennoni”) dated July 12, 2024 to approve Change Order No. 1, to increase the professional service contract amount for additional supplemental work and construction inspection and administration, which would result in an increase in the amount of \$39,123.00 for Project No. PHMUX 19011, PRM Backup/Capping # 6 & 7 and # 8 Well Design; and

WHEREAS, the Change Order request submitted by Pennoni has been reviewed by staff and the Chairman and Board Members of the PHMUA.

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. Change Order No. 1 for Project No PHMUX 19011, PRM Backing/Capping # 6 & 7 and # 8 Well Design, to increase the professional service contract amount for additional supplemental work and construction inspection and administration, which would result in an increase in the amount of \$39,123.00 is hereby approved by the Authority.
3. The Authority's Executive Director, or her assignee, is hereby authorized and directed to execute any and all documents necessary to effectuate the Change Order.

PINE HILL BOROUGH
 MUNICIPAL UTILITIES AUTHORITY
 Sewer
RESOLUTION #24 –079

WHEREAS, the Chairman and Commissioners of the Pine Hill Borough Municipal Utilities Authority have determined that certain budget appropriations, in the 2023/2024 Authority Sewer Budget are not sufficient to meet anticipated expenses; and

WHEREAS, transfers between appropriations are permitted.

NOW THEREFORE BE IT RESOLVED, by the Chairman and Commissioners of the Pine Hill Borough Municipal Utilities Authority that the following transfers be affected and that a certified copy of this resolution be forwarded to the Secretary/Treasurer and Financial Clerk.

APPROPRIATION TITLE	FROM	TO
Operations Manager		100.00
Maintenance Men		1,800.00
Overtime-Operating	1,900.00	
Total	\$1,900.00	\$1,900.00

AND, BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

**RESOLUTION OF THE PINE HILL BOROUGH MUNICIPAL UTILITIES AUTHORITY
REJECTING ALL BIDS RECEIVED FOR THE VALE EXERCISER – VACUUM TRAILER CONTRACT
#24-080**

WHEREAS, detailed specifications were completed and bids were properly advertised by the Pine Hill Borough Municipal Utilities Authority (“PHMUA” and/or “Authority”) for the Valve Exerciser – Vacuum Trailer project; and

WHEREAS, the Authority established a predetermined engineer’s estimate for the project of \$70,000.00; and

WHEREAS, the Authority received three (3) bids for the project as follows:

<u>VENDOR</u>	<u>BID AMOUNT</u>
1. Hudson Machinery, LLC	\$78,962.00
2. Ferguson Waterworks	\$81,990.00
3. Caterina Supply, Inc.	\$84,786.00

Engineer’s Estimate: \$70,000.00; and

WHEREAS, upon review of the bids received, it was apparent that Hudson Machinery, LLC (“Hudson”) and Ferguson Waterworks (“Ferguson”) failed to provide an appropriate bid guarantee as required by the specifications; and

WHEREAS, the bids were reviewed by Authority Solicitor, Christopher F. Long, Esq., who via opinion letter dated August 1, 2024, opined that the bids submitted by Hudson and Ferguson were non-responsive as they failed to submit an appropriate bid guarantee and must be rejected pursuant to N.J.S.A. 40A:11-23.2(a); and

WHEREAS, Hugh J. Dougherty, PE, CME and Thomas Lisse, PE, CME of Pennoni Associates, Inc., opined that the remaining bid submitted by Caterina Supply, Inc. (“Caterina”) substantially exceeds the cost estimates for the services and thereafter recommended the Authority reject the remaining bid received and rebid the project; and

WHEREAS, the remaining bid was reviewed by the Authority Solicitor who, via opinion letter dated August 1, 2024 opined that the Authority may reject the remaining bid pursuant to N.J.S.A. 40A:11-13.2(a) as the lowest remaining bid substantially exceeds the Authority’s predetermined; and

WHEREAS, the Chairman and Commissioners of the PHMUA concur with the recommendations and opinions of the Engineer and Solicitor.

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

1.The provisions of the **WHEREAS** clauses set forth above are incorporated herein by reference and made a part hereof.

2. The bids submitted by Hudson and Ferguson for the Valve Exerciser – Vacuum Trailer project are hereby rejected as non-responsive in accordance with N.J.S.A. 40A:11-23.2(a) and the remaining bid submitted by Caterina is hereby rejected in accordance N.J.S.A. 40A:11-13.2(a) as the lowest remaining bid substantially exceeds the predetermined cost estimate and the project may be rebid.

3.The Executive Director, Chairman and/or their designees are hereby directed to take any and all actions necessary to reject the bids submitted and for the re-advertisement of the Bid Specifications for the Valve

Exerciser – Vacuum Trailer project in accordance with the requirements of the Local Public Contracts law.

PINE HILL BOROUGH MUNICIPAL UTILITIES AUTHORITY

RESOLUTION AUTHORIZING ADVERTISEMENT OF BID SPECIFICATIONS FOR PURCHASE OF Valve Exerciser

RESOLUTION # 24-081

WHEREAS, the Pine Hill Borough Municipal Utilities Authority ("PHMUA" and/ or "Authority") desires to purchase a Valve Exerciser; and

WHEREAS, Pennoni Associates, Inc. ("Pennoni") has prepared a detailed project manual for the above referenced project; and

WHEREAS, the Authority desires to advertise for the receipt of bids for the above referenced project; and

NOW, THEREFORE BE IT RESOLVED by the Pine Hill Borough Municipal Utilities Authority, a body corporate and politic as follows:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT FOR
XYLEM PUMPS, PARTS, AND ACCESSORIES TO
XYLEM WATER SOLUTIONS USA, INC.

24-082

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 the provision of Xylem Pumps, Parts and Accessories; and

WHEREAS, one (1) company submitted a bid on or about August 7, 2024, for the specified contract as follows:

<u>Vendor</u>	<u>Total Amount Bid</u>
1. Xylem Water Solutions USA, Inc.	(see below)

Xylem offered a 15.0% discount from Manufacturers Current List Price for OEM parts and spare parts for Xylem-Flygt Dri-Prime unit, a unit rate of One Hundred Forty Dollars (\$140.00) per hour for all "in house" shop labor, a unit price of One Hundred Fifty Dollars (\$150.00) each for pickup of pumps up to 35 H.P., a unit price of Three Hundred Dollars (\$300.00) each for pickup of pumps over 35 H.P., a unit price of One Hundred Fifty Dollars (\$150.00) each for delivery of pumps up to 35 H.P., a unit price of Three Hundred Dollars (\$300.00) each for delivery of pumps over 35 H.P., and a 10.0% discount from Manufacturers Current List Price for an entire Dri-Prime Backup System. The unit prices for service are "in house" labor rates only

WHEREAS, Xylem Water Solutions USA, Inc. complied with all the essential provisions of the bid specifications; and

WHEREAS, Xylem Water Solutions USA, Inc. is the lowest qualified bidder in the amount as set forth above; and

WHEREAS, Pennoni and the Authority's Solicitor, Christopher F. Long, Esq., have reviewed the bid and recommended award to Xylem Water Solutions USA, Inc. by letters dated August 15, 2024 and August 16, 2024, respectively.

NOW, THEREFORE BE IT RESOLVED by the Pine Hill Borough Municipal Utilities Authority, a body corporate and politic as follows:

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. Contract for the provision of Xylem Pumps, Parts and Accessories is awarded to Xylem Water Solutions USA, Inc.
3. The Authority's Executive Director, and/or her designee, is hereby authorized and directed to take any and all steps necessary to effectuate the award of this contract.
4. Funds are available for the payment of this contract.

**PINE HILL BOROUGH MUNICIPAL UTILITIES AUTHORITY
RESOLUTION AWARDING CONTRACT FOR PARKING LOT RESURFACING TO BOGEY'S
TRUCKING & PAVING, INC.**

RESOLUTION # 24-083

WHEREAS, the Pine Hill Borough Municipal Utilities Authority ("PHMUA" and/ or "Authority") prepared specifications and solicited bids for the contract for Parking Lot Resurfacing services; and

WHEREAS, on August 14, 2024, the Authority received seven (7) bids for the project as follows:

VENDOR	TOTAL AMOUNT BID
1. Bogey's Trucking & Paving, Inc.	\$50,245.00
2. R.D. Zeuli, Inc.	\$51,908.00
3. Think Pavers Hardscaping, LLC	\$54,800.00
4. Landberg Construction, LLC	\$59,080.00
5. DiMeglio Construction, Co., Inc.	\$71,465.00
6. Earle Asphalt	\$74,913.13
7. Diamond Construction, Inc.	\$139,600.00

Engineer's Estimate: \$53,125.00; and

WHEREAS, the bids were reviewed by Hugh J. Dougherty, PE, CME, Authority Engineer, and Thomas Leisse, PE, CME, Senior Engineer from Pennoni Associates, who, via correspondence August 15, 2024, recommended the award of the contract to Bogey's Trucking & Paving, Inc. ("Bogey's") in the total amount bid of \$50,245.00; and

WHEREAS, the bids were further reviewed by Christopher F. Long, Esq., Authority Solicitor, who, via letter opinion dated August 16, 2024, opined that Bogey's was the lowest responsible bidder for this project; and **WHEREAS**, the Chairman and Members of the PHMUA concur with the aforementioned recommendations and desire to award the contract for Parking Lot Resurfacing services on behalf of the Authority to Bogey's.

NOW, THEREFORE BE IT RESOLVED by the Pine Hill Borough Municipal Utilities Authority, a body corporate and politic as follows:

1.The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.

The Parking Lot Resurfacing services contract on behalf of the Authority is hereby awarded to Bogey's Trucking & Paving, Inc. in the total amount bid of \$50,245.00 in accordance with their bid.

2.The Authority's Executive Director, and/or her designee, is hereby authorized and directed to take any and all steps necessary to effectuate the award of this contract.

Funds are available for the payment of this

**SEWER
RESOLUTION #**

BE IT RESOLVED BY THE PINE HILL BOROUGH MUNICIPAL AUTHORITY that the following accounts be adjusted for billing:

668000-0	12 Wilson Rd	Res for SNR Disc	\$7.50
----------	--------------	------------------	--------

I hereby certify that the following is a true and exact copy of the resolution passed at a meeting held August 21, 2024..

BE IT RESOLVED by the PINE HILL BORO MUNICIPAL UTILITIES AUTHORITY, that the following amounts are hereby approved and authorized for payment out of the Revenue Fund.

Water Fund	\$60,325.06
Renewal & Replacement	\$2,614.42
Sewer Fund	\$36,419.07
Sewer General	\$67.58
Total Funds Approved	\$99,426.13

BE IT FURTHER RESOLVED that a check or checks of the Authority drawn on the William Penn Bank, payable to the parties claiming payment in the amounts due on said requisitions be executed in the name of the Authority by its Chairman or Vice-Chairman and its Secretary.

Mr. Green made a motion to approve all above resolutions #073 -#075, and #077-#085
Resolution #24-076 Tabled Until September

seconded by Mr. Hassett

Ayes: Mr. Odenath, Mr. Green, Mr. Hassett, Mrs. Burke, and Mr. Ford
Nayes: None

Mr. Green made a motion to adjourn the meeting, seconded by Mrs. Burke
All in favor
Adjournment: 7:15 pm