

Waterford Twp Board of Education Expense Account Adjustment Analysis By Adjustment#

va_exaa2.111317
02/01/2018

Selected Cycle : January

Adj #	Description	Account#	Account Description	Date	User	Old Amount	Adjustment	New Balance
Current Appropriation Adjustments								
000158	Funds for supplies	11-000-251-104-01-00-000	CENTRAL SERVICES EXTRA T	01/22/2018	DFOX	\$4,000.00	(\$500.00)	\$3,500.00
	Funds for supplies	11-000-251-610-00-00-000	SUPPLIES & MATERIALS	01/22/2018	DFOX	\$6,650.00	\$500.00	\$7,150.00
				Total for Adjustment # 000158			\$0.00	
000159	Funds for bus nurse	11-000-100-566-00-15-000	S.E. TUITIONS - PRIVATE	01/22/2018	DFOX	\$1,677,495.00	(\$32,500.00)	\$1,644,995.00
	Funds for bus nurse	11-000-217-320-00-03-000	EXTRAORDNRY	01/22/2018	DFOX	\$30,000.00	\$32,500.00	\$62,500.00
				Total for Adjustment # 000159			\$0.00	
000160	Fund for birthday snacks	11-000-230-610-00-00-000	SUPPLIES & MATERIALS	01/22/2018	DFOX	\$9,750.00	\$250.00	\$10,000.00
	Fund for birthday snacks	11-000-230-630-00-00-000	BOE SUPPLIES	01/22/2018	DFOX	\$3,750.00	(\$250.00)	\$3,500.00
				Total for Adjustment # 000160			\$0.00	
000161	Reallocate health	11-000-213-270-00-10-000	HEALTH BENEFITS	01/22/2018	DFOX	\$51,725.00	\$750.00	\$52,475.00
	Reallocate health	11-000-218-270-00-10-000	HEALTH BENEFITS	01/22/2018	DFOX	\$23,400.00	\$5,800.00	\$29,200.00
	Reallocate health	11-000-222-270-00-10-000	HEALTH BENEFITS	01/22/2018	DFOX	\$25,511.00	\$350.00	\$25,861.00
	Reallocate health	11-000-240-270-00-10-000	HEALTH BENEFITS	01/22/2018	DFOX	\$128,639.00	\$1,500.00	\$130,139.00
	Reallocate health	11-000-251-270-00-10-000	HEALTH BENEFITS	01/22/2018	DFOX	\$85,127.00	\$1,000.00	\$86,127.00
	Reallocate health	11-190-100-270-00-10-000	HEALTH BENEFITS	01/22/2018	DFOX	\$842,471.00	(\$9,400.00)	\$833,071.00
				Total for Adjustment # 000161			\$0.00	
000162	Science supplies for TR	11-190-100-610-13-05-060	SCIENCE SUPPLIES - TR	01/30/2018	DFOX	\$0.00	\$350.00	\$350.00
	Science supplies for TR	11-190-100-610-13-05-100	SCIENCE SUPPLIES	01/30/2018	DFOX	\$10,000.00	(\$350.00)	\$9,650.00
				Total for Adjustment # 000162			\$0.00	
000163	Go Guardian Renewal	11-000-222-340-00-06-100	SOFTWARE SUBSCRIPT WES	01/31/2018	DFOX	\$2,300.00	\$2,160.00	\$4,460.00
	Go Guardian Renewal	11-000-222-610-16-06-100	INK TONER & TECH WES	01/31/2018	DFOX	\$7,500.00	(\$2,160.00)	\$5,340.00
				Total for Adjustment # 000163			\$0.00	
000164	Reallocate sub funds	11-000-213-104-01-09-040	HEALTH SUBS ATCO	01/31/2018	DFOX	\$0.00	\$280.00	\$280.00
	Reallocate sub funds	11-000-262-107-01-09-060	CAFE AIDE SUBS TR	01/31/2018	DFOX	\$100.00	\$125.00	\$225.00
	Reallocate sub funds	11-120-100-101-01-09-040	SUBS GRADE 1 ATCO	01/31/2018	DFOX	\$2,800.00	\$1,500.00	\$4,300.00
	Reallocate sub funds	11-120-100-101-01-09-060	SUBS GRADES 2,3 TR	01/31/2018	DFOX	\$7,000.00	\$3,000.00	\$10,000.00
	Reallocate sub funds	11-120-100-101-01-09-100	SUBS GRADES 1-5 WES	01/31/2018	DFOX	\$39,400.00	(\$7,255.00)	\$32,145.00
	Reallocate sub funds	11-204-100-101-01-09-060	LLD SUBS TR	01/31/2018	DFOX	\$250.00	\$250.00	\$500.00
	Reallocate sub funds	11-204-100-101-01-09-100	LLD SUBS WES	01/31/2018	DFOX	\$0.00	\$100.00	\$100.00
	Reallocate sub funds	11-204-100-106-01-09-060	LLD AIDE SUBS TR	01/31/2018	DFOX	\$750.00	\$250.00	\$1,000.00
	Reallocate sub funds	11-213-100-101-01-09-100	RESOURCE TCHR SUBS WES	01/31/2018	DFOX	\$1,000.00	\$1,000.00	\$2,000.00
	Reallocate sub funds	11-214-100-106-01-09-100	AUTISM AIDES SUBS WES	01/31/2018	DFOX	\$300.00	\$1,200.00	\$1,500.00
	Reallocate sub funds	11-230-100-101-01-09-040	BASIC SKILLS SUBS ATCO	01/31/2018	DFOX	\$450.00	\$550.00	\$1,000.00
	Reallocate sub funds	11-230-100-101-01-09-100	BASIC SKILLS SUBS WES	01/31/2018	DFOX	\$4,000.00	(\$1,000.00)	\$3,000.00
				Total for Adjustment # 000164			\$0.00	

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Current Appropriation Adjustments								
000165	Reallocate Health	11-000-218-270-01-10-000	DENTAL & VISION	01/31/2018	DFOX	\$950.00	\$50.00	\$1,000.00
	Reallocate Health	11-000-219-270-01-10-000	DENTAL & VISION	01/31/2018	DFOX	\$3,525.00	(\$50.00)	\$3,475.00
				Total for Adjustment # 000165			\$0.00	
000166	Reallocate copiers	11-000-219-420-44-03-000	COPIER MAINT SPS	01/31/2018	DFOX	\$0.00	\$175.00	\$175.00
	Reallocate copiers	11-000-230-420-44-00-000	COPIER MAINT GEN ADMIN	01/31/2018	DFOX	\$0.00	\$125.00	\$125.00
	Reallocate copiers	11-000-240-420-44-01-040	COPIER MAINTENANCE ATC	01/31/2018	DFOX	\$0.00	\$500.00	\$500.00
	Reallocate copiers	11-000-240-420-44-02-060	COPIER MAINTENANCE TR OF	01/31/2018	DFOX	\$0.00	\$125.00	\$125.00
	Reallocate copiers	11-000-240-420-44-06-100	COPIER MAINT WES OFFICE	01/31/2018	DFOX	\$0.00	\$750.00	\$750.00
	Reallocate copiers	11-000-240-440-44-01-040	COPIER RENTAL	01/31/2018	DFOX	\$0.00	\$500.00	\$500.00
	Reallocate copiers	11-000-240-440-44-02-060	COPIER RENTAL	01/31/2018	DFOX	\$0.00	\$450.00	\$450.00
	Reallocate copiers	11-000-240-440-44-06-100	COPIER RENTAL	01/31/2018	DFOX	\$0.00	\$500.00	\$500.00
	Reallocate copiers	11-000-251-420-44-00-000	COPIER MAINT CENTRAL SER	01/31/2018	DFOX	\$0.00	\$125.00	\$125.00
	Reallocate copiers	11-000-262-590-44-00-000	EXCESS COPY CHARGES	01/31/2018	DFOX	\$13,500.00	(\$7,075.00)	\$6,425.00
	Reallocate copiers	11-000-270-420-44-00-000	COPIER MAINT TRANSPORTAT	01/31/2018	DFOX	\$0.00	\$75.00	\$75.00
	Reallocate copiers	11-190-100-420-44-01-040	COPIER MAINT ATCO INSTR	01/31/2018	DFOX	\$0.00	\$500.00	\$500.00
	Reallocate copiers	11-190-100-420-44-02-060	COPIER MAINT TR OFFICE	01/31/2018	DFOX	\$0.00	\$1,250.00	\$1,250.00
	Reallocate copiers	11-190-100-420-44-06-100	COPIER MAINT WES INSTR	01/31/2018	DFOX	\$0.00	\$2,000.00	\$2,000.00
				Total for Adjustment # 000166			\$0.00	
000167	Funds for water filter	11-214-100-101-01-06-100	AUT TEACH EXTRA TIME WES	01/31/2018	DFOX	\$54,850.00	(\$6,575.00)	\$48,275.00
	Funds for water filter	12-000-261-730-00-20-060	OPERATIONS EQUIPMENT TR	01/31/2018	DFOX	\$0.00	\$11,575.00	\$11,575.00
	Funds for water filter	12-000-262-730-00-20-060	CUST EQUIPMENT	01/31/2018	DFOX	\$5,274.00	(\$5,000.00)	\$274.00
				Total for Adjustment # 000167			\$0.00	
000168	Required Maintenance	11-000-100-565-00-15-000	S.E. TUITIONS - PRIVATE	01/31/2018	DFOX	\$1,644,995.00	(\$10,000.00)	\$1,634,995.00
	Required Maintenance	11-000-262-300-00-20-000	MAINTENANCE SERVICES	01/31/2018	DFOX	\$21,300.00	\$10,000.00	\$31,300.00
				Total for Adjustment # 000168			\$0.00	
000169	Cover LOA	11-120-100-101-00-01-040	GRADE 1 TEACHER SAL ATCO	01/31/2018	DFOX	\$376,101.00	\$34,000.00	\$410,101.00
	Cover LOA	11-230-100-101-00-04-000	BSC SKILLS TEACH EXTR	01/31/2018	DFOX	\$57,400.00	(\$34,000.00)	\$23,400.00
				Total for Adjustment # 000169			\$0.00	
000170	Locer LOA	11-120-100-101-00-06-100	GRADE 1-5 TEACH SAL WES	01/31/2018	DFOX	\$766,300.00	\$10,000.00	\$776,300.00
	Locer LOA	11-230-100-101-00-04-000	BSC SKILLS TEACH EXTR	01/31/2018	DFOX	\$23,400.00	(\$10,000.00)	\$13,400.00
				Total for Adjustment # 000170			\$0.00	
000171	Cover Aide	11-000-217-106-00-02-060	EXTRA AIDE SAL TR	01/31/2018	DFOX	\$37,759.00	\$525.00	\$38,284.00
	Cover Aide	11-000-217-106-00-06-100	EXTRA AIDE SAL WES	01/31/2018	DFOX	\$61,018.00	(\$525.00)	\$60,493.00
				Total for Adjustment # 000171			\$0.00	
000172	Required Maintenance	11-000-261-420-00-20-000	CLEANING, REPAIR & MAINT	01/31/2018	DFOX	\$3,000.00	\$6,000.00	\$9,000.00

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000172	Required Maintenance	11-000-262-107-00-06-100	CAFE AIDES WES	01/31/2018	DFOX	\$28,859.00	(\$6,000.00)	\$22,859.00
Current Appropriation Adjustments								
				Total for Adjustment # 000172			\$0.00	
000173	Funds for jointure	11-000-270-513-00-14-000	JOINTURE REG ED	01/31/2018	DFOX	\$1,000.00	\$500.00	\$1,500.00
	Funds for jointure	11-000-270-515-00-14-000	JOINTURE SP ED	01/31/2018	DFOX	\$4,550.00	(\$500.00)	\$4,050.00
Total for Adjustment # 000173							\$0.00	
000174	Move to 262	11-000-260-220-00-10-000	SOCIAL SECURITY	01/31/2018	DFOX	\$11,714.00	(\$11,714.00)	\$0.00
	Move to 262	11-000-260-270-00-10-000	HEALTH BENEFITS	01/31/2018	DFOX	\$18,778.00	(\$18,778.00)	\$0.00
	Move to 262	11-000-260-270-01-10-000	DENTAL & VISION	01/31/2018	DFOX	\$800.00	(\$800.00)	\$0.00
	Move to 262	11-000-262-220-00-10-000	SOCIAL SECURITY CONTRIBU	01/31/2018	DFOX	\$910.00	\$11,714.00	\$12,624.00
	Move to 262	11-000-262-270-00-10-000	HEALTH BENEFITS	01/31/2018	DFOX	\$0.00	\$18,778.00	\$18,778.00
	Move to 262	11-000-262-270-01-10-000	DENTAL & VISION	01/31/2018	DFOX	\$825.00	\$800.00	\$1,625.00
Total for Adjustment # 000174							\$0.00	
000175	Reallocate Pension	11-000-211-241-00-10-000	PENSION	01/31/2018	DFOX	\$6,775.00	(\$200.00)	\$6,575.00
	Reallocate Pension	11-000-213-241-00-10-000	OTHER RETIREMENT CONTRIB	01/31/2018	DFOX	\$0.00	\$12,025.00	\$12,025.00
	Reallocate Pension	11-000-217-241-00-10-000	PENSION	01/31/2018	DFOX	\$22,550.00	(\$17,775.00)	\$4,775.00
	Reallocate Pension	11-000-219-241-00-10-000	PENSION	01/31/2018	DFOX	\$5,775.00	(\$200.00)	\$5,575.00
	Reallocate Pension	11-000-221-241-00-10-000	PENSION	01/31/2018	DFOX	\$6,100.00	(\$3,600.00)	\$2,500.00
	Reallocate Pension	11-000-222-241-00-10-000	PENSION	01/31/2018	DFOX	\$9,975.00	\$5,850.00	\$15,825.00
	Reallocate Pension	11-000-223-270-00-10-000	HEALTH BENEFITS	01/31/2018	DFOX	\$10,850.00	(\$6,400.00)	\$4,450.00
	Reallocate Pension	11-000-230-241-00-10-000	PENSION	01/31/2018	DFOX	\$4,500.00	\$1,000.00	\$5,500.00
	Reallocate Pension	11-000-230-270-00-10-000	HEALTH BENEFITS	01/31/2018	DFOX	\$46,850.00	(\$5,400.00)	\$41,450.00
	Reallocate Pension	11-000-240-241-00-10-000	PENSION	01/31/2018	DFOX	\$15,150.00	\$3,725.00	\$18,875.00
	Reallocate Pension	11-000-251-241-00-10-000	PENSION	01/31/2018	DFOX	\$14,900.00	\$11,650.00	\$26,550.00
	Reallocate Pension	11-000-262-241-00-10-000	OTHER RETIREMENT CONTRIB	01/31/2018	DFOX	\$17,900.00	(\$2,125.00)	\$15,775.00
	Reallocate Pension	11-000-270-241-00-10-000	PENSION	01/31/2018	DFOX	\$10,200.00	(\$350.00)	\$9,850.00
	Reallocate Pension	11-000-270-270-00-10-000	HEALTH BENEFITS	01/31/2018	DFOX	\$42,000.00	(\$3,675.00)	\$38,325.00
	Reallocate Pension	11-190-100-241-00-10-000	PENSION	01/31/2018	DFOX	\$13,300.00	\$175.00	\$13,475.00
	Reallocate Pension	11-200-100-241-00-10-000	PENSION	01/31/2018	DFOX	\$5,300.00	\$5,300.00	\$10,600.00
Total for Adjustment # 000175							\$0.00	
000176	reallocate funds	11-000-222-340-00-19-000	TECH SERV DIST	01/31/2018	DFOX	\$61,391.00	\$1,000.00	\$62,391.00
	reallocate funds	11-000-222-340-01-19-100	TECHNICAL SERVICES - WES	01/31/2018	DFOX	\$5,000.00	(\$1,000.00)	\$4,000.00
Total for Adjustment # 000176							\$0.00	
000177	Funds for supplies	11-000-230-585-58-00-000	BOARD TRAVEL	01/31/2018	DFOX	\$1,100.00	(\$250.00)	\$850.00
	Funds for supplies	11-000-251-610-00-00-000	SUPPLIES & MATERIALS	01/31/2018	DFOX	\$7,150.00	\$250.00	\$7,400.00
Total for Adjustment # 000177							\$0.00	

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Current Appropriation Adjustments								
000178	Funds for maintenance	11-000-261-420-00-20-100	REQUIRED MAINTENANCE	01/31/2018	DFOX	\$54,435.00	\$10,000.00	\$64,435.00
	Funds for maintenance	11-000-262-444-00-20-000	LEASE PUR PAY - ENERGY S	01/31/2018	DFOX	\$35,000.00	(\$5,000.00)	\$30,000.00
	Funds for maintenance	11-000-262-590-44-00-000	EXCESS COPY CHARGES	01/31/2018	DFOX	\$6,425.00	(\$5,000.00)	\$1,425.00
			Total for Adjustment # 000178			\$398,000.00	(\$10,400.00)	\$387,600.00
000179	Funds for engineer	11-000-270-514-00-14-000	CONTRACTED SERV - SP	01/31/2018	DFOX	\$3,000.00	\$10,400.00	\$13,400.00
	Funds for engineer	12-000-400-334-00-06-100	FA & CS ARCH/ENG SVCS	01/31/2018	DFOX			
			Total for Adjustment # 000179			\$1,500.00	\$17,000.00	\$18,500.00
000180	Reallocate Tranp Funds	11-000-270-513-00-14-000	JOINTURE REG ED	01/31/2018	DFOX	\$387,600.00	(\$17,000.00)	\$370,600.00
	Reallocate Tranp Funds	11-000-270-514-00-14-000	CONTRACTED SERV - SP	01/31/2018	DFOX			
			Total for Adjustment # 000180			\$3,331.00	(\$3,331.00)	\$0.00
000181	Correct acct #	12-000-400-800-00-00-000	ASSESSMENT FOR DEBT SERV	01/31/2018	DFOX	\$0.00	\$3,331.00	\$3,331.00
	Correct acct #	12-000-400-896-00-00-000	ASSESSMENT FOR DEBT SERV	01/31/2018	DFOX			
			Total for Adjustment # 000181			\$0.00	\$3,331.00	\$3,331.00
Total Current Appropriation Adjustments							\$0.00	

D.J.



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

PHILIP D. MURPHY
Governor

CATHERINE R. McCABE
Acting Commissioner

SHEILA Y. OLIVER
Lt. Governor

*Southern Bureau of
Water Compliance & Enforcement
2 Riverside Drive, Suite 201
Camden, NJ 08103*

Telephone: (856) 614-3655 Fax: (856) 614-3608

CERTIFIED MAIL/RRR

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IN THE MATTER OF

ADMINISTRATIVE
CONSENT ORDER

WATERFORD TOWNSHIP BOARD OF EDUCATION

EA ID # NEA180001 – 0435375

This Administrative Consent Order ("ACO") is entered into pursuant to the authority vested in the Commissioner of the New Jersey Department of Environmental Protection ("the Department") by N.J.S.A. 13:1D-1 et seq., the Safe Drinking Water Act, N.J.S.A. 58:12A-1 et seq. and the regulations promulgated pursuant thereto, N.J.A.C. 7:10-1 et seq., and duly delegated to the Chief, Southern Bureau of Water Compliance and Enforcement, pursuant to N.J.S.A.13:1B-4.

FINDINGS

1. Waterford Township Board of Education ("Waterford BOE") owns and operates a public nontransient noncommunity water system (PWSID#0435375, 10521W), as defined by N.J.A.C. 7:10-1.3, serving approximately 398 people ("the system") at the Waterford Elementary School located at 1106 Old White Horse Pike, Block 4502, Lot 20, Waterford Township, Camden County, New Jersey ("the facility").
2. The system consists of 2 wells, radionuclides removal by ion exchange and corrosion control treatment for lead and copper by caustic soda injection. The water from Well 1 is treated at treatment plant TP001001 prior to distribution to the system. The pump capacity of Well 1 is 125 gallons per minute. Well 2, with a 40 gallon per minute pump capacity, was installed on November 20, 2017 and is not yet in use.
3. Pursuant to N.J.A.C. 7:10-5.2(a)13, a supplier of water that installs a treatment device or process to bring the water into compliance with any applicable Maximum Contamination Level ("MCL"), shall monitor for that contaminant(s) each calendar quarter.

4. Pursuant to N.J.A.C. 7:10-5.1, except as provided in that chapter, the Department adopts and incorporates by reference the National Primary Drinking Water Regulations, 40 CFR 141.
5. Pursuant to 40 CFR 141.26(c)(3)(i), for systems monitoring more than once per year, compliance with the MCL for Radionuclides, including Radium 226 & 228 and Gross Alpha Activity, is determined by a running annual average at each sampling point.
6. Pursuant to 40 CFR 141.66, the MCL for Gross Alpha Activity is 15 picoCuries per Liter ("pCi/L").
7. Waterford BOE has submitted monitoring data to the Department which indicates that the system is not properly operating to effectively remove Radionuclides from the distributed water and that Waterford exceeded the MCLs for Gross Alpha Activity at Treatment Plant TP001001 as follows:

Reporting Period	Quarterly Gross Alpha Value (pCi/L)	Running Gross Alpha Annual Average (pCi/L)
1 st quarter 2/22/2016	10.3	9.5
2 nd quarter 4/26/2016	8.9	10.85
3 rd quarter 7/13/2016	12.4	11.45
4 th quarter 10/26/2016	42.5	18.5*
1 st quarter 3/27/2017	59.6	30.85*
2 nd quarter 6/26/2017	24	34.6*
3 rd quarter 9/25/2017	23.7	37*
4 th quarter 11/27/2017	170	69.3*
1 st quarter 1/23/2018	25.1	60.7*

*MCL Violations

8. Pursuant to N.J.A.C. 7:10-5.7(e) a public water system must maintain treatment devices in good working order and operate the treatment device to ensure full compliance with the MCL.
9. In response to the March 27, 2017 results, Waterford BOE was issued a Notice of Non-Compliance by the Department for failure to maintain treatment dated May 1, 2017. The notice stated that Waterford BOE must immediately evaluate the treatment device and submit a report to the Department's Bureau of Safe Drinking Water within thirty (30) calendar days of its receipt detailing what steps will be or have been taken to bring the water into compliance. Waterford BOE had the Radionuclides removal system serviced on February 16, 2017 however, the system continued to operate ineffectively and the MCL violations continued through 2017. Waterford BOE was issued Notices of Non-Compliance on August 30, 2017, January 31, 2018 and February 22, 2018 for its failure to maintain treatment.
10. Waterford BOE was also issued Notices of Non-Compliance for MCL violations on December 14, 2016, May 1, 2017, August 30, 2017, November 1, 2017, January 31, 2018 and February 22, 2018. Pursuant to N.J.A.C. 7:10-5.7(a), Waterford BOE was required to take any action necessary to bring the water into compliance with the MCL within one year after receipt of the results that demonstrate an exceedance that constitutes a violation. Remedial actions may include, but are not limited to, providing treatment to remove the levels detected, removing the contaminant source from service, demonstrating with analytical results that the current source of water no longer exceeds the MCL, and/or using an alternate source of water supply, such as connecting to another public water system or replacing the existing well with a new well which meets all drinking water standards. The one-year compliance date for Waterford BOE was December 14, 2017.
11. In April 2017, following ineffective servicing of the Radionuclides removal system on February 16, 2017 and continued MCL exceedances, Waterford BOE decided that to meet the one-year deadline to comply with N.J.A.C. 7:10-5.7(a), it would replace the existing well with a new well.
12. Well #2 was drilled on November 20, 2017, but is not yet in use due to a lower than expected yield therefore, Waterford BOE must add storage to meet the facility's water demands. Since the system must be turned off for multiple days to complete the tie-in of well #2 and the storage tank installation, this work must be completed during a time when school is closed for an extended period.

13. Preliminary water quality test results collected from the anticipated new source (Well # 2) detected sodium at 98 milligrams per liter (mg/l), which is above the 50 mg/l recommended upper limit (RUL) required for a new source. The Department is allowing the use of Well # 2 as a new source with the sodium RUL exceedance at this time. Further evaluation of sodium standards will continue by USEPA and this Department and modification to the acceptable sodium limits or additional corrective actions may be necessary in the future.
14. Waterford BOE has not yet completed the action to bring the system into compliance with the MCLs for Gross Alpha, and therefore is in violation of N.J.S.A. 58:12A-15 and N.J.A.C. 7:10-5.7(a).
15. Waterford BOE received a letter from The Department's Bureau of Water System Engineering ("BWSE") on January 19, 2018 stating Follow-Up Water Quality Parameter monitoring must begin February 26, 2018 based upon the existing corrosion control treatment. This was based upon the review of the Water Quality Parameter Sampling Plan submitted October 16, 2017 that fully demonstrate compliance with requirements of 40 CFR 141.80-91. As a condition of the approval, the Water Quality Parameter Sampling Plan must be updated within 30 days of any significant changes including, but not limited to, change in source, significant alteration of distribution system, or other infrastructure, such as going to a new water source as Waterford BOE proposes to do..
16. Pursuant to N.J.A.C. 7:10-2.4 (a), Waterford BOE is required to notify the Bureau of Water System Engineering at least five days prior to undertaking any planned change in the system's source, treatment plant, or operation.
17. On January 25, 2018, representatives of the Department, Camden County Health Department (CCHD"), and Waterford BOE met to discuss the violations noted above. At that time, a corrective action plan was discussed to bring the system into compliance with the Safe Drinking Water Act. On February 8, 2018, Waterford BOE submitted a corrective action plan with a proposal to complete the connection of Well #2 to the system during the facility's spring break, when the school is closed for 6 continuous business days, so that the old system can be taken offline while the construction of the new system occurs.
18. Pursuant to N.J.A.C. 7:10-5.7(c), the Department may extend the deadline by which a supplier of water must achieve compliance with the applicable MCL after a public hearing and its determination that the extension shall not pose an imminent threat to public health, if new construction is required. Waterford BOE has begun providing bottled water for drinking and food preparation, and will continue to do so until the water distributed to the facility meets MCLs.

19. A public hearing will be held on March 28, 2018. The Department has determined that Waterford BOE must construct facilities to comply with the Gross Alpha MCL and that the extension to the one-year deadline to take action to comply with the MCL will not pose an imminent threat to public health.
20. Pursuant to the Compliance Schedule set forth herein, Waterford BOE is required to distribute water that does not exceed 15 pCi/L Gross Alpha commencing no later than June 1, 2018. The Department hereby grants an extension to the deadline by which Waterford BOE must achieve compliance with the Gross Alpha MCL until June 1, 2018.
21. Based on the facts set forth in these FINDINGS, the Department has determined that Waterford BOE has violated the New Jersey Safe Drinking Water Act, N.J.S.A. 58:12A-1 et seq., and the regulations promulgated pursuant to N.J.A.C. 7:10-1 et seq.
22. In order to resolve these violations, the Department and Waterford BOE enter into this ACO without trial or adjudication and without any admission of law or fact by either party. However, nothing in this ACO shall preclude the Department from considering the violations listed herein when assessing penalties for any future violations.

ORDER

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

COMPLIANCE SCHEDULE

23. Waterford BOE shall comply with the Safe Drinking Water Act, N.J.S.A. 58:12A-1 et seq., and the implementing regulations and meet MCLs in accordance with the schedule set forth below:
 - A. On or before March 30, 2018 commence construction of the water storage/hydropneumatic tanks and any other necessary appurtenances to tie Well #2 into the system in accordance with the CCHD approval dated March 20, 2018;
 - B. On or before March 30, 2018, conduct initial WQP monitoring, specifically. pH, alkalinity, conductivity, temperature, calcium, sulfate, iron, manganese, chloride, and aluminum, at the existing point of entry (POE) and from the approved distribution system site prior to switching to the new source;
 - C. On or before April 7, 2018 complete construction of the water storage/hydropneumatic tanks and any other necessary appurtenances and tie Well #2 into the system;

- D. On or before April 22, 2018 submit the construction completion certification to CCHD and a copy to the Department. Waterford BOE must obtain its CCHD certificate of compliance before the well is placed into service pursuant to N.J.A.C. 7:10-1 et seq. and Waterford Township Article IV Public Noncommunity and Nonpublic water systems § 278-14 through §278-18;
- E. On or before May 7, 2018 commence operation of Well #2 in accordance with the conditions of the CCHD approval and disconnect Well #1 from the system. Upon commencement of operation, Waterford BOE shall obtain POE Gross Alpha Activity samples and have them analyzed in accordance with N.J.A.C. 7:10-5.3(a) once per week for three 3 weeks thereafter. Waterford BOE shall continue to supply bottled water until this sampling is complete and it demonstrates that the distributed water meets 15 pCi/L gross Alpha Activity;
- F. On or before May 10, 2018 remove piping connecting Well #1 from the system;
- G. During the week of May 21, 2018 and June 4, 2018, conduct initial WQP monitoring, specifically. pH, alkalinity, conductivity, temperature, calcium, sulfate, iron, manganese, chloride, and aluminum, at the new POE and from the approved distribution system site following the connection to the new source;
- H. Within 30 days of completing items B and G above, submit to BWSE a corrosion control treatment recommendation based on the evaluation of the pre and post WQP monitoring;
- I. Within 30 days of receiving corrosion control treatment approval from the BWSE, the revised Water Quality Parameter Plan must be updated and submitted to the BWSE to reflect the change in source and treatment, alterations of the distribution system, and other infrastructure changes. In the event corrosion control treatment is no longer necessary and permanently removed, the Water Quality Parameter Sampling Plan will no longer be required and initial Water Quality Parameter monitoring must be added to the Lead and Copper Sampling Plan;
- J. On or before June 1, 2018 distribute water that meets 15 pCi/L Gross Alpha Activity;
- K. On or before July 1, 2019 submit to the Department and CCHD either a complete application to redesignate Well #1 to a non-potable well or a decommissioning plan to seal Well #1 in accordance with N.J.A.C. 7:9D;

- L. Should Waterford BOE choose to decommission Well #1 and not maintain the well for non-potable uses, on or before August 15, 2019, Waterford BOE shall decommission Well #1 in accordance with N.J.A.C. 7:9D; and
 - M. On or before August 15, 2019 Waterford BOE shall submit a completed Water Use Registration application to the Department to modify Water Use Registration #10521W to include all wells owned by Waterford BOE and their current status.
24. If Waterford BOE is not able to achieve compliance by taking the above actions, Waterford BOE is responsible for taking whatever additional actions are necessary in order to comply with all applicable federal, state and local permits as well as all applicable statutes, codes, rules, regulations and orders, including but not limited to the statutes and regulations cited herein.

PROGRESS REPORTS

25. Upon full execution of this ACO, Waterford BOE shall submit via electronic mail to the Department monthly progress reports until notified by the Department that Waterford BOE has fully complied with the ACO. Each progress report shall be submitted on the 15th day of the month following the month being reported. Each report shall explain the status of Waterford BOE's compliance with this ACO and shall include, but not be limited to, the following:
- A. identification of site and reference to this ACO;
 - B. status of work at the site and progress to date;
 - C. difficulties or problems encountered during reporting period;
 - D. activities planned for the next reporting period;
 - E. required and actual completion date for each item required by this ACO;
 - F. an explanation of any non-compliance with the compliance schedule;

STIPULATED PENALTIES

26. Waterford BOE shall pay stipulated penalties to the Department, as set forth below, for failure to comply with the provisions of this ACO unless the Department has notified Waterford BOE in writing that a stipulated penalty will not be assessed for violations of the compliance schedule pursuant to the force majeure provisions of this ACO.

Calendar Days After Due Date

Per Calendar Day

1-7	\$100
8-14	\$200
15 or more	\$500

For all violations of the progress reports submission deadline or failure to submit a complete progress report:

<u>Days Past Compliance Date</u>	<u>Stipulated Penalties</u>
Each calendar day that Waterford BOE fails to submit a Progress report	\$50 per calendar day

27. All stipulated penalties begin to accrue on the day after the performance is due or on the day a violation occurs, whichever is applicable, and shall continue until performance is satisfactorily completed or until the violation ceases, whichever is applicable. Nothing in this ACO shall preclude the simultaneous accrual of separate stipulated penalties for separate violations of this ACO.
28. Penalties for violations not specifically included in the preceding paragraph shall be assessed by the Department either civilly or administratively pursuant to the New Jersey Safe Drinking Water Act, N.J.S.A. 58:10-1 et seq., and the New Jersey Safe Drinking Water Act Regulations, N.J.A.C. 7:10-1 et seq., or any other applicable statute or regulation.
29. All stipulated penalties shall be due and payable 21 calendar days following Waterford BOE's receipt of a written demand from the Department. Payment of stipulated penalties shall be made by certified or cashier's check payable to "Treasurer, State of New Jersey" and shall be submitted in the same manner and to the address below:
- Bureau of Revenue
New Jersey Department of Treasury
PO Box 417
Trenton, New Jersey 08646-0417
30. Waterford BOE reserves its right to defend its failure to pay stipulated penalties for violations of the enforcement construction and compliance schedule based on the force majeure provisions of this ACO. There is no defense for failure to submit timely and complete progress reports.
31. If Waterford BOE fails to pay stipulated penalties pursuant to the preceding paragraphs, and even if Waterford BOE raises the defenses set forth in paragraph 30 the Department may

institute civil proceedings to collect stipulated penalties and/ or assess the maximum civil administrative penalties allowable under the applicable statutes and regulations for violations of this ACO or take any other appropriate enforcement action.

32. The payment of stipulated penalties does not alter Waterford BOE's responsibility to complete all requirements of this ACO.

FORCE MAJEURE

33. If any event occurs which is beyond the control of Waterford BOE and which Waterford BOE believes will or may cause delay in the achievement of the compliance schedule provisions of this ACO, Waterford BOE shall notify the Department in writing within 7 calendar days of becoming aware of the delay or anticipated delay, as appropriate. In the notification, Waterford BOE shall reference this paragraph, describe the anticipated length of the delay, the precise cause or causes of the delay, and any measures taken or to be taken to minimize the delay. Waterford BOE shall take all necessary action to prevent or minimize any such delay.
34. The Department may adjust the deadlines in the compliance schedule of this ACO for a period no longer than the delay if the Department finds that:
- A. Waterford BOE has complied with the notice requirements of paragraph 31
 - B. any delay or anticipated delay has been or will be caused by fire, flood, riot, strike, or other circumstances beyond the control of Waterford BOE, and
 - C. Waterford BOE has taken all necessary actions to prevent or minimize the delay.
35. If the Department denies Waterford BOE's force majeure request, Waterford BOE may be subject to stipulated penalties. The burden of proving that any delay is caused by circumstances beyond the control of Waterford BOE and the length of any such delay attributable to those circumstances shall rest with Waterford BOE. Increases in the cost or expenses incurred by Waterford BOE in fulfilling the requirements of this ACO shall not be a basis for an extension of time. Delay in an interim requirement shall not automatically justify or excuse delay in the attainment of subsequent requirements. Contractor's breach shall not automatically constitute force majeure.

E. GENERAL PROVISIONS

36. Neither the entry into this ACO nor the payment of the associated penalty shall constitute an admission of liability by Waterford BOE for any of the violations listed herein. Nothing in this ACO shall preclude the Department from considering the violations set forth herein when assessing penalties for any future violations.
37. Nothing contained in this ACO restricts the ability of the Department to raise the above Findings in any other proceeding, specifically including, but not limited to, proceedings pursuant to N.J.S.A. 13:1E-126 et seq., (commonly referred to as A-901).
38. This ACO shall be binding on Waterford BOE, its respective agents, successors, assigns, and any trustee in bankruptcy or receiver appointed pursuant to a proceeding in law or equity.
39. This ACO shall be fully enforceable as a final Administrative Order in the New Jersey Superior Court.
40. Waterford BOE agrees not to contest the terms or conditions of this ACO except that Waterford BOE may contest the Department's interpretation or application of such terms or conditions in any action brought by the Department to enforce this ACO's provisions.
41. This ACO shall not relieve Waterford BOE from obtaining and complying with all applicable federal, state and local permits as well as all applicable statutes, codes, rule, regulations and orders, including but not limited to the statutes and regulations cited herein.
42. No modification or waiver of this ACO shall be valid except by written amendment duly executed by Waterford BOE and the Department or by the Departments written modification pursuant to the force majeure provisions herein.
43. Unless otherwise specifically provided herein, Waterford BOE shall submit all documents required by this ACO, except penalty payments, to the Department by electronic mail, certified mail, return receipt requested or by hand delivery with an acknowledgment of receipt form for the Departments signature to:

_____, Chief
Southern Bureau of
Water Compliance & Enforcement
2 Riverside Drive, Suite 201
Camden, NJ 08103
Denise Bronson, Secretarial Assistant
denise.bronson@dep.nj.gov

The date the Department receives the electronic mail, certified mail or executes the acknowledgment will be the date the Department uses to determine Waterford BOE's compliance with this ACO.

44. Unless otherwise specifically provided herein, any communication made by the Department to Waterford BOE pursuant to this ACO shall be sent to

Waterford Township Board of Education
825 Old White Horse Pk
Waterford Works, NJ 08089

45. Waterford BOE shall not construe any unwritten or informal advice, guidance, suggestions, or comments by the Department, or by persons acting on behalf of the Department, as relieving Waterford BOE of its obligations under its permit(s), this ACO, and all applicable statutes and regulations.
46. In addition to the Department's statutory and regulatory rights to enter and inspect, Waterford BOE shall allow the Department and its authorized representatives access to the site at all times for the purpose of determining compliance with this ACO.
47. Nothing in this ACO shall preclude the Department from taking enforcement action against Waterford BOE for matters not set forth in the findings of this ACO.
48. No obligations or penalties imposed by this ACO are intended to constitute debt(s) which may be limited or discharged in a bankruptcy proceeding. All obligations and penalties are imposed pursuant to the police powers of the State of New Jersey for the enforcement of the law and the protection of public health, safety, welfare and the environment.
49. Waterford BOE shall give written notice of this ACO to any successor in interest thirty (30) calendar days prior to transfer of ownership or control of the facility or facilities which are the subject of this ACO and shall simultaneously notify the Department that such notice has been given. This requirement shall be in addition to any other statutory or regulatory requirements arising from the transfer of ownership or control of Waterford BOE's facility. In addition, the parties agree that any contract, lease, deed or any other agreement that Waterford BOE enters into to convey the property/facility that is the subject of this ACO shall include a provision which states that the successor, assignee, tenant or purchaser has agreed to assume the obligations imposed by this ACO.
50. The Department reserves all statutory and common law rights to require Waterford BOE to take additional action(s) if the Department determines that such actions are necessary to

protect public health, safety, welfare and the environment. Nothing in this ACO shall constitute a waiver of any statutory or common law right of the Department to require such additional measures should the Department determine that such measures are necessary.

51. This ACO shall be governed and interpreted under the laws of the State of New Jersey.
52. If any provision of this ACO is found invalid or unenforceable, the remainder of this ACO shall not be affected thereby and each provision shall be valid and enforced to the fullest extent permitted by law. The Department does, however, retain the right to terminate the remainder of this ACO if, after such finding, it determines that the remaining ACO does not serve the purpose for which it was intended.
53. This ACO represents the entire integrated agreement between the Department and Waterford BOE on the matters contained herein.
54. The Department reserves the right to unilaterally terminate this ACO in the event Waterford BOE violates its terms and to take any additional enforcement action it deems necessary.
55. This ACO shall terminate upon receipt by Waterford BOE of written notice from the Department that all the requirements of this ACO have been satisfied.
56. This ACO shall become effective upon the execution hereof by all parties, subject to completion of any required public participation process.

Waterford Township Board of Education

DATED: _____ BY: _____
NAME: _____
TITLE: _____

By this signature, I certify that I have full authority to execute this document on behalf of Waterford BOE

**New Jersey Department of
Environmental Protection**

DATED: _____ BY: _____
Chief

Southern Bureau of Water
Compliance and Enforcement

By this signature, I certify that I have full authority to execute this document on behalf of NJDEP.

Waterford
NEA180001 - 0435375
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NUTRI-SERVE FOOD MANAGEMENT, INC.

School Food Service Management
P.O. Box 297, 4431 Route 130 South
Burlington, N.J. 08016

(609) 386-8686
Fax (609) 386-2255
E-mail office@nsfm.com

March 7, 2018 Revised

Mr. Daniel Fox
Business Administrator
Waterford Twp. School Dist.
1106 Old White Horse Pike
Waterford, NJ 08089

Dear Dan,

The 2018-19 school year will be year 4 of 5 years before the Waterford Twp. School Dist. is required to go out to quote for food service management companies. Therefore, it is NOT necessary for the Board to solicit quotations this year.

The latest Consumer "Index Rate" published on January 26, 2018 in effect until April, 2018. The New Jersey Division of Food and Nutrition has instructed districts to use the following website to obtain this information:

http://www.nj.gov/dca/divisions/dlgs/programs/lpcl_docs/cur_index_rate.pdf

The current CPI is **3.00 %**. This increase is **calculated on the base year** and added to the current year.

	<u>Flat Fee</u>
<u>Base Year</u> 2015-16	
Base Yr Management Fee	\$28,000
Previous Year	\$28,420
Increase	\$840
<u>2018-19 Fee</u>	\$29,260

The numbers that are bolded should be included in the Board's motion for renewal if you vote in March. The CPI may change in April then new rates would be sent.

Sample Motion: We motion to renew the food service management contract for Nutri-Serve Food Management, Inc. at the flat fee of **\$29,260** for the 2018-19 school year. These minutes must be certified when sent with the Nutri-Serve Food Management contract to Trenton.

Please email Wendy Torres at wendyt@nsfm.com after the Board has voted, and we will send you the 2018-19 contract approved by the NJ Division of Food and Nutrition.

If you have any questions about these calculations or the process, please give me a call. We look forward to continuing our partnership with Waterford Twp. School Dist. for years to come.

Sincerely,



Karen B. Maier, MS, RD
President

A RESOLUTION BINDING THE WATERFORD TOWNSHIP SCHOOL DISTRICT
TO PURCHASE ELECTRIC GENERATION SERVICES
THROUGH THE ALLIANCE FOR COMPETITIVE ENERGY SERVICES (“ACES”) Bid
Cooperative Pricing System ID#E8801-ACESCPS

WHEREAS, the Alliance For Competitive Energy Services (hereinafter referred to as “ACES”), an alliance composed of the New Jersey School Boards Association (hereinafter referred to as “NJSBA”), the New Jersey Association of School Administrators, and the New Jersey Association of School Business Officials, will from time to time during the Effective Period as defined below solicit bids from electric power suppliers for electric generation services through an energy aggregation program in which NJSBA will act as Lead Agency of the ACES Cooperative Pricing System #E8801-ACESCPS in accordance with the “Public School Contracts Law”, N.J.S.A. 18A:18A-1 *et seq.*, and the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49 *et seq.* (“EDECA”) and the regulations promulgated thereunder; and

WHEREAS, the Waterford Township School District is a Participating member of the ACES Cooperative Pricing System and is eligible thereby to obtain electric generation services for its own use through one or more contracts to be awarded to electric power suppliers following said bids for electric generation services pursuant to the aggregation program; and

WHEREAS, the Lead Agency will from time to time during the Effective Period (from date of adoption through May, 2023 hereinafter referred to as “Effective Period”) issue one or more Requests for Bids for electric generation services on behalf of the ACES Cooperative Pricing System pursuant to the Public School Contracts Law and EDECA; and

WHEREAS, due to significant volatility and the potential for price increases in the wholesale electric market, Participating Members will preauthorize the Lead Agency to award contracts for Electric Generation Service in each service territory to one or more electric power suppliers that submit bids which are reasonably forecasted to provide estimated savings to the Participating Member based upon its previous electric usage and utility provided Basic Generation Service rates; and

WHEREAS, the Lead Agency will only award contracts for said electric generation services to electric power suppliers that submit bids with pricing reasonably estimated to be lower than the utility-provided basic generation service; and

WHEREAS, the District agrees to purchase all electric power needed for its own use (exclusive of on-site electric generation sources) during the Effective Period through any electric power supplier(s) awarded a contract, it being understood that the term of any one contract shall be subject to the provisions of Public School Contracts Law;

WHEREAS, the Lead Agency will notify the Department of Community Affairs’ Division of Local Government Services by mail prior to the issuance a Request for Bids for electric generation services, with the understanding that if the Division of Local Government Services does not respond within 10 business days, it will be deemed to have approved the issuance of the Request for Bids or the Request for Rebids.

NOW, therefore, be it

RESOLVED that the District binds itself to the ACES Cooperative Pricing System ##E8801-ACESCPS to purchase all electric power needed for its own use (exclusive of on-site electric generation sources) during the Effective Period from the electric power supplier or suppliers awarded a contract for electric generation services by the Lead Agency; and, be it

FURTHER RESOLVED that the Lead Agency of the ACES Cooperative Pricing System is hereby authorized to execute a master performance agreement that obligates the district to purchase electricity at the terms and conditions stated therein with a third-party supplier or suppliers who have been awarded the contract or contracts by the Lead Agency on behalf of the participating members of the ACES Cooperative Pricing System #E8801-ACESCPS (or any CPS number to be assigned in the future), and provided further that all such contracts shall be at prices reasonably forecast and estimated by the Lead Agency to provide savings to the Districts relative to the price charged for basic generation service by the electric public utility that would otherwise provide such service; and, be it

FURTHER RESOLVED that ACES is authorized to continue to bid to obtain electric generation services at any time during the Effective Period on behalf of the ACES Cooperative Pricing System including, for example, a rebid if energy market conditions do not initially lead to a successful bid, on additional dates to be determined by the Lead Agency; and

FURTHER RESOLVED that this Resolution shall take effect immediately upon passage. The authorization provided to the NJSBA pursuant to the Local Public Contracts Laws (N.J.S.A. 40A:11-11(5)), and the Local Public and Public School Contracts Laws Administrative Code (N.J.A.C. 5:34-7.1 et seq.) shall be valid until May, 2023 (the Effective Period) at which time the Cooperative Pricing System will be subject to renewal. Any rescission or expiration of this resolution shall not affect any Agreements entered into prior to such rescission or expiration.

CERTIFICATION

I hereby certify that the foregoing is a true, full and correct copy of a resolution adopted by the Waterford Township School District at its meeting on March 28, 2018.

BY: _____

Daniel J. Fox
Board Secretary/Business Administrator

County of Camden, State of New Jersey

A RESOLUTION BINDING THE WATERFORD TOWNSHIP SCHOOL DISTRICT
TO PURCHASE NATURAL GAS SERVICES
THROUGH THE ALLIANCE FOR COMPETITIVE ENERGY SERVICES (“ACES”) Bid
Cooperative Pricing System ID#E8801-ACESCPS

WHEREAS, the Alliance For Competitive Energy Services (hereinafter referred to as “ACES”), an alliance composed of the New Jersey School Boards Association (hereinafter referred to as “NJSBA”), the New Jersey Association of School Administrators, and the New Jersey Association of School Business Officials, will from time to time during the Effective Period as defined below solicit bids from natural gas suppliers for retail natural gas supply services including interstate transportation to the local natural gas distribution utility company (Natural Gas Supply Services) through an energy aggregation program in which NJSBA will act as Lead Agency of the ACES Cooperative Pricing System #E8801-ACESCPS in accordance with the “Public School Contracts Law”, N.J.S.A. 18A:18A-1 *et seq.*, and the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49 *et seq.* (“EDECA”) and the regulations promulgated thereunder; and

WHEREAS, the Waterford Township School District is a Participating member of the ACES Cooperative Pricing System and is eligible thereby to obtain natural gas services for its own use through one or more contracts to be awarded to natural gas suppliers following said bids for natural gas services pursuant to the aggregation program; and

WHEREAS, the Lead Agency will from time to time during the Effective Period (from date of adoption through May, 2023, hereinafter referred to as “Effective Period”) issue one or more Requests for Bids for natural gas services on behalf of the ACES Cooperative Pricing System pursuant to the Public School Contracts Law and EDECA; and

WHEREAS, due to significant volatility and the potential for price increases in the wholesale natural gas market, Participating Members will preauthorize the Lead Agency to award contracts for Natural Gas Supply Service in each service territory to one or more natural gas suppliers that submits bids which are reasonably forecasted to provide estimated savings to the Participating Member based upon its previous natural gas usage and utility provided Basic Gas Supply Service rates; and

WHEREAS, the Lead Agency will only award contracts for said Natural Gas Supply Services to natural gas suppliers that submit bids with pricing reasonably estimated to be lower than the utility-provided basic gas supply service; and

WHEREAS, the District agrees to purchase all Natural Gas Supply Services for its own use during the Effective Period through any natural gas supplier(s) awarded a contract, it being understood that the term of any one contract shall be subject to the provisions of Public School Contracts Law; and

WHEREAS, the Lead Agency will notify the Department of Community Affairs’ Division of Local Government Services by mail prior to the issuance a Request for Bids for natural gas supply services, with the understanding that if the Division of Local Government Services does not respond within 10 business days, it will be deemed to have approved the issuance of the Request for Bids or the Request for Rebids.

NOW, therefore, be it

RESOLVED that the District binds itself to the ACES Cooperative Pricing System ##E8801-ACESCPS to purchase all natural gas supply services needed for its own use during the Effective Period from the natural gas supplier or suppliers awarded a contract for natural Gas supply services by the Lead Agency; and, be it

FURTHER RESOLVED that the Lead Agency of the ACES Cooperative Pricing System is hereby authorized to execute a master performance agreement that obligates the district to purchase natural gas at the terms and conditions stated therein with a third-party supplier or suppliers who have been awarded the contract or contracts by the Lead Agency on behalf of the participating members of the ACES Cooperative Pricing System #E8801-ACESCPS (or any CPS number to be assigned in the future), and provided further that all such contracts shall be at prices reasonably forecast and estimated by the Lead Agency to provide savings to the districts relative to the price charged for basic gas supply service by the natural gas public utility that would otherwise provide such service; and, be it

FURTHER RESOLVED that ACES is authorized to continue to bid to obtain natural gas services at any time during the Effective Period on behalf of the ACES Cooperative Pricing System including, for example, a rebid if energy market conditions do not initially lead to a successful bid, on additional dates to be determined by the Lead Agency; and

FURTHER RESOLVED that this Resolution shall take effect immediately upon passage. The authorization provided to the NJSBA pursuant to the Local Public Contracts Laws (N.J.S.A. 40A:11-11(5)), and the Local Public and Public School Contracts Laws Administrative Code (N.J.A.C. 5:34-7.1 et seq.) shall be valid until May, 2023 (the Effective Period) at which time the Cooperative Pricing System will be subject to renewal. Any rescission of this resolution shall not affect any Agreements entered into prior to such rescission or expiration.

CERTIFICATION

I hereby certify that the foregoing is a true, full and correct copy of a resolution adopted by the Waterford Township School District at its meeting on March 28, 2018.

BY: _____

Daniel J. Fox
Board Secretary/Business Administrator

County of Camden, State of New Jersey

**Resolution to Tentatively Approve the 2018/2019 School
District Budget for Submission to the Executive County
Superintendent of Schools for Approval**

WHEREAS, the Waterford Township School District is required to submit a budget to the Executive County Superintendent of Schools for approval, and

WHEREAS, the District is required to submit a budget within the Tax Levy Cap with adjustments, and

WHEREAS, the District is required to submit a budget within the administrative expenditure cap, and

Whereas, N.J.A.C. 6A:23-1.2(b) provides that the Board of Education shall establish in the annual budget a maximum expenditure amount that may be allotted for such travel and expense reimbursement for the 2018-2019 school year; and

Whereas, the maximum amount for the pre-budget year is \$37,575 and the amount spent to date in the general fund is \$5,110.80, and

Therefore, be it resolved to approve the 2018/2019 school district budget for submission to the Executive County Superintendent of Schools as follows:

	<u>Tax Levy</u>	<u>Budget</u>
General Fund	\$13,821,175	\$ 28,090,473
Special Revenue Fund		467,500
Debt Service Fund	42,240	42,240
	_____	_____
Totals	\$13,863,415	\$28,600,213
	_____	_____

Be it further resolved that the Waterford Township Board of Education hereby establishes the school district travel maximum in the general fund for the 2018/2019 school year at a sum of \$45,010, and

Be it Further Resolved, that the School Business Administrator shall track and record these costs to insure that the maximum amount is not exceeded.

WADE, LONG, WOOD & LONG, LLC

1250 Chews Landing Road, Suite 1

Laurel Springs, NJ 08021

(856) 346-2800

Invoice submitted to:
Waterford BOE Negotiations
1106 Old White Horse Pike
Waterford, NJ 08089

March 5, 2018

In Reference To:
Invoice #28638

Professional Services

	<u>Hrs/Rate</u>	<u>Amount</u>
<u>Negotiations</u>		
2/1/2018 HCL Work on scheduling.	0.30 140.00/hr	42.00
2/23/2018 HCL Work on and prepare for negotiations with NJEA. Review notes and commence update of negotiations grid.	3.50 140.00/hr	490.00
2/28/2018 HCL Prepare for, attend and follow-up negotiations.	4.75 140.00/hr	665.00
SUBTOTAL:	[8.55	1,197.00]
For professional services rendered	8.55	\$1,197.00
Previous balance		\$1,918.00
Accounts receivable transactions		
3/1/2018 Payment - Thank You. Check No. 17899		(\$1,666.00)
Total payments and adjustments		(\$1,666.00)
Balance due		\$1,449.00

<u>Name</u>	<u>Attorney Summary</u>		
	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Howard C. Long, Jr., Esquire	8.55	140.00	\$1,197.00

WADE, LONG, WOOD & LONG, LLC

1250 Chews Landing Road, Suite 1
Laurel Springs, NJ 08021
(856) 346-2800

Invoice submitted to:
Waterford Board of Education
1106 Old White Horse Pike
Waterford, NJ 08089

March 5, 2018

In Reference To:
Invoice #28639

Professional Services

		<u>Hrs/Rate</u>	<u>Amount</u>
<u>2018 General Legal</u>			
2/6/2018	HCL Confer with Dr. Brenda Harring, Superintendent re: misc legal topics. Review correspondence. Research and advise re; FB page postings.	0.75 140.00/hr	105.00
	DL Re; Facebook Comments: Review e-mail from Superintendent; research First Amendment implications of deleting comments on Facebook page.	1.00 140.00/hr	140.00 ✓
2/14/2018	CL Review custody documents and research regarding parental rights re: transfer.	1.20 140.00/hr	168.00
2/22/2018	CL Research regarding BOE member potential conflict of interest. ✓	1.20 140.00/hr	168.00
SUBTOTAL:		[4.15	581.00]
<u>Construction</u>			
2/5/2018	HCL Work on Well 2 and Storage and treatment issues with Dan Fox, BA/BS. Work on draft opinion letter and resolution in anticipation of meeting and C.O. #1. Research Law. ✓	2.75 140.00/hr	385.00
2/7/2018	HCL Work on Well 2 change order. Confer with Dr. Brenda Harring, Superintendent. Confer with Dan Fox, BA/BS. Work on resolution and opinion. ✓	0.50 140.00/hr	70.00
2/11/2018	HCL Work on Change Order #1 to Waterford School Well. Finalize Resolution and Opinion letter and forwarded detailed correspondence to Dan Fox, BA/BS outlining 20% excess change order process. ✓	1.75 140.00/hr	245.00

		<u>Hrs/Rate</u>	<u>Amount</u>
2/13/2018	HCL Work on Well 2 change order. Confer with Dan Fox, BA/BS and Kim Hurley, WTBOE, President. Review correspondence from engineer.	0.75 140.00/hr	105.00
2/22/2018	HCL Work on change order issues and review correspondence to engineer re: needed documents to approve C.O.	0.50 140.00/hr	70.00
SUBTOTAL:		[6.25	875.00]
<u>Contracts</u>			
2/2/2018	HCL Work and review correspondence from Dan Fox, BA/BS re: Change Order associated with WES water issues.	0.50 140.00/hr	70.00
2/9/2018	HCL Confer with Dan Fox, BA/BS re: change order and review update materials.	0.40 140.00/hr	56.00
SUBTOTAL:		[0.90	126.00]
<u>DB, PC and DB v. WTBOE</u>			
2/22/2018	HCL Confer with attorney. Update file. Confer with carrier and Dan Fox, BA/BS.	0.40 140.00/hr	56.00
SUBTOTAL:		[0.40	56.00]
<u>General Legal</u>			
2/5/2018	HCL Confer with Dr. Brenda Harring, Superintendent re: misc legal.	0.30 140.00/hr	42.00
2/14/2018	HCL Telephone conference Dan Fox, BA/BS. Telephone conference Dr. Brenda Harring, Superintendent.	0.40 140.00/hr	56.00
2/16/2018	HCL Telephone conference Dan Fox. Confer with Will Donio, Esquire and review membership status. Legal research.	0.60 140.00/hr	84.00
2/22/2018	HCL Review ethics question posed by Dan Fox, BA/BS and reply. Research.	0.75 140.00/hr	105.00
SUBTOTAL:		[2.05	287.00]
<u>Hammonton Issues</u>			
2/20/2018	HCL Confer with Will Donio, Esquire. Draft correspondence re: member participation. Telephone conference Dan Fox.	0.75 140.00/hr	105.00

	<u>Hrs/Rate</u>	<u>Amount</u>
SUBTOTAL:	[0.75	105.00]
<u>Negotiations</u>		
2/27/2018 CL Research regarding Chapter 78 healthcare contribution	✓ 1.30 140.00/hr	182.00
SUBTOTAL:	[1.30	182.00]
<u>OPRA Issues</u>		
2/26/2018 HCL Work on OPRA request for information. Research objections due to legal issues.	✓ 0.60 140.00/hr	84.00
SUBTOTAL:	[0.60	84.00]
<u>Personnel Matters</u>		
2/7/2018 DL Continue working on personnel opinion involving bumping rights under a RIF and acquisition of tenure.	2.00 140.00/hr	280.00
2/21/2018 HCL Work with various agencies for update and forward additional information.	2.50 140.00/hr	350.00
SUBTOTAL:	[4.50	630.00]
<u>Retainer</u>		
2/21/2018 HCL Prepare for, attend and follow-up regular meeting.		466.66
SUBTOTAL:	[466.66]
<u>Student Matters</u>		
2/2/2018 HCL Work on and review correspondence from Dr. Brenda Haring, Superintendent re: Wu Family. Review and reply.	0.40 140.00/hr	56.00
2/14/2018 DL Re: Custody Issue: Receipt and review Court Order; research impact of joint custody on school decisions; provide answer to HL.	1.70 140.00/hr	238.00
SUBTOTAL:	[2.10	294.00]

	<u>Hrs/Rate</u>	<u>Amount</u>
<u>Tort Claim</u>		
2/5/2018 HCL Work on settlement of pending claim and draft correspondence.	0.40 140.00/hr	56.00
2/16/2018 HCL Work on pending litigation.	0.30 140.00/hr	42.00
2/19/2018 HCL Work on claims and confer with Summit Risk.	0.40 140.00/hr	56.00
 SUBTOTAL:	 [1.10	 154.00]
 For professional services rendered	 24.10	 \$3,840.66
Previous balance		\$7,982.32
 Balance due		 <u><u>\$11,822.98</u></u>

<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>120 Days</u>
8,570.32	3,252.66	0.00	0.00	0.00

<u>Name</u>	<u>Attorney Summary</u>		
	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Daniel Long	4.70	140.00	\$658.00
Howard C. Long, Jr., Esquire	15.70	140.00	\$2,198.00
Howard C. Long, Jr., Esquire	0.00	0.00	\$466.66
Christopher Long	3.70	140.00	\$518.00

