



Atlantic City Municipal Utilities Authority

DIRECTORS

JOHN DEVLIN, *Chairman*
GARY L. HILL, *Vice Chairman/Sec.*
MILTON L. SMITH, *Treasurer*
NYNELL LANGFORD
PATRICIA BAILEY

PREPARATION

OF

CLAUDE E. SMITH, *Acting Executive Director*
NICHOLAS MANCUSO, *Acting Deputy Exe. Director*

GENERAL LIABILITY, EXCESS UMBRELLA,
EQUIPMENT BREAKDOWN, AUTOMOBILE, CRIME, PROPERTY,
PUBLIC OFFICIAL, AND CYBER LIABILITY AND INFORMATION SECURITY
INSURANCE COVERAGES

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

SCOPE OF SERVICES

SELECTION OF PROFESSIONAL CONSULTANTS

Prepared by

CLAUDE SMITH, ACTING EXECUTIVE DIRECTOR

ARTICLE I ADMINISTRATION

1.1 DATE AND REVISIONS:

Date of Original Scope of Services: October 21, 2020

Revision Dates:

ALL REVISED ENTRIES WILL BE MARKED WITH AN ASTERISK (*) IN THE MARGIN

ALL PROPOSALS MUST BE MADE UPON THE FORM INCLUDED

HEREIN. THE ENTIRE SCOPE OF SERVICES WITH ALL

ENTRIES COMPLETED MUST BE SUBMITTED WITH PROPOSALS,

INCLUDING ADDENDUM TO SCOPE OF SERVICES, CORPORATE

DISCLOSURE STATEMENT AND AFFIRMATIVE ACTION REQUIREMENTS.

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY
REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES

Proposals are due at 11:00 A.M. Tuesday, November 10, 2020. Two (2) copies are to be delivered to Claude Smith, Atlantic City Municipal Utilities Authority Board Room, located at 401 N. Virginia Avenue, Atlantic City, New Jersey 08401; prior to 11:00am on Tuesday, November 10, 2020.

The Consultant will be required to perform various tasks as more specifically outlined in Article III.

Completion of all forms in this Request for Proposals (RFP) is mandatory. Failure to complete and sign the following forms will be cause for rejection of the submitted proposal:

1. Section 6.3- 6.4, Method of Compensation.
2. Corporate Disclosure Statement.
3. Schedule of Minority Contractors and/or Suppliers.
4. Exhibit A, Mandatory Affirmative Action Language.
5. Schedule A, Insurance and Indemnification Agreement.
6. Stockholders Disclosure Certification.
7. Business Entity Disclosure Certificate.
8. State Certificate of Employee Information Report, if one has been issued. If one has not been issued, it is your obligation to acquire one and submit a copy prior to contract approval. (A Federal letter of Affirmative Action Plan Approval may be used in lieu of the State Certificate).
9. State of New Jersey Business Registration Certificate.
10. Business Entity Disclosure Form.
11. Political Contribution Disclosure Form.
12. Disclosure of Investment Activities in Iran Form.

Copies may be made of all pages in this RFP.

During the performance of this Contract, the Consultant will be required to comply with the requirements of P.L. 1975, c. 127; P.L. 1977, c. 33; P.L. 2004, c.57; and Atlantic City Municipal Utilities Authority Resolution 267 of 1992.

Proposals may be delivered to the MUA or forwarded by U.S. Mail, or other delivery services, on or before 11:00 A.M. of the date above; OR handed in at the Purchasing Board Meeting when called for. The MUA disclaims any responsibility for quotes forwarded by U.S. Mail, or other delivery services, and received beyond the quote opening deadline.

Claude Smith
Acting Executive Director
ARTICLE I

ARTICLE I

1.2. DEFINITIONS

CONSULTANT: An individual, firm, partnership, corporation or joint venture, acting directly, or through a duly authorized representative, legally submitting a Proposal or entering into a Contract with the MUA.

CONTRACT: The agreement covering the performance of the Project and payment therefore, including this Scope of Services, Proposal, Resolution of Award of Contract, Executed Form of Contract, Supplementary Agreements and letters or other information giving interpretations or revisions of any of the foregoing documents, all of which are to be treated as one instrument whether or not set forth at length in the form of Contract.

FINAL ACCEPTANCE: A mutual agreement of the contract parties that all professional services have been satisfactorily performed and all of the contracted deliverable documents have been satisfactorily delivered and accepted by the MUA.

MUNICIPAL UTILITIES AUTHORITY (MUA): A Public utility which owns and operates the Municipal Water Department.

PROPOSAL: The prepared form furnished by the MUA, properly completed and executed and submitted as a proposal for the performance of the project.

PROJECT: The entire scope of professional services and products to be performed and delivered to the MUA under the Contract.

BUSINESS DAY: A calendar day, exclusive of Saturdays, Sundays and legal Federal, State and City Holidays, which is mutually agreed upon as the definition of a working day for the scope of this project.

1.3. INTENT

The Authority is requesting a proposal for Professional Consulting Services required for the following project:

GENERAL LIABILITY, EXCESS UMBRELLA,
EQUIPMENT BREAKDOWN, AUTOMOBILE, CRIME, PROPERTY,
PUBLIC OFFICIAL, AND CYBER LIABILITY AND INFORMATION SECURITY
INSURANCE COVERAGES

1.4. DESCRIPTION

Professional Consulting Services sought under this Proposal are detailed in Article III, PROFESSIONAL SERVICES TO BE PROVIDED BY CONTRACT.

1.5. ENGAGEMENT LIAISON

The Consultant will correspond with the following MUA official in all matters affecting this Contract:

CLAUDE SMITH, ACTING EXECUTIVE DIRECTOR
Atlantic City Municipal Utilities Authority
401 N. Virginia Avenue
P.O. Box 117
Atlantic City, New Jersey 08404-0117
609/345-3315 or 345-3386

The Consultant shall designate his Authorized Representative on the form provided with this Scope of Services under Article VII.

ARTICLE II GENERAL PROVISION

2.1 RESPONSIBILITY OF THE CONSULTANT

With respect to the performance of consulting services, the Consultant shall exercise that degree of skill, care and diligence normally exercised by a recognized professional with respect to the performance of comparable consulting services.

With respect to the performance of work by subcontractors, the Consultant shall use its recognized professional judgment, care and prudence in accepting such work.

In its performance of professional consulting services, the Consultant:

A. Shall comply with all applicable laws and ordinances, including applicable regulations of the City, County, State and Federal Government.

B. Shall be responsible for the coordination, integration and interfacing of all work performed by its own forces and subcontractors.

2.2 DATA TO BE FURNISHED TO THE CONSULTANT

The MUA shall furnish to the Consultant, at its request, and in a timely manner, all pertinent plans, reports, records, maps and supporting data which are and which shall become available to the MUA and which the Consultant may require in performance of the consulting service.

2.3 PERSONNEL

The MUA reserves the right to direct the Consultant to remove and reject nomination of any of its personnel from the performance of the professional consulting services under this Contract. If such removal is for cause, the cost shall be borne by the Consultant.

The Consultant recognizes that the assignment of personnel was a key factor in the selection of the Consultant by the MUA. The Consultant agrees that the persons listed elsewhere in this Scope of Services will perform such functions as indicated. Any proposed changes must be approved by the MUA Official.

2.4 MANAGEMENT

The Authorized Representative for the consulting services shall be fully responsible for the day-to-day activities under this Contract and shall serve as the primary contact to the MUA's official.

2.5 SCHEDULING

2.5.1 DUTIES OF THE AUTHORIZED REPRESENTATIVE: General duties of the Authorized Representative will include review of all products of the Consultant and administration within the limits of the Contract. All correspondence and communication between the MUA and the Consultant related to the scope of the project will be issued by or directed by the Authorized Representative. The Authorized Representative is not authorized to direct the Consultant to accomplish any work not required by the Contract nor is he authorized to approve the changes in the Contract on behalf of the MUA.

2.5.2 FEE ESTIMATES: Proposed fees shall be in conformance with the specifications (Article III).

2.6 OWNERSHIP OF DOCUMENTS AND EQUIPMENT

All finished and unfinished documents, data, studies, surveys, drawings, specifications, maps, photographs, reports, books and instruments gathered or prepared for, or by the Consultant pursuant to this Contract shall be the property of the MUA without restriction or limitation on their use. Original copies of such items shall be delivered by the Consultant to the MUA upon final acceptance or within sixty (60) days after termination of the professional consulting services. The Consultant shall be permitted to retain, at its own cost, copies of such items for its records, however, publication of this material is subject to the written approval of the MUA.

Tangible items of non-consumed equipment, materials, supplies and furnishings purchased by the Consultant, the cost of which have been reimbursed to the Consultant as a direct cost, shall be turned over to the MUA at completion of, or early termination of, the professional consulting services, or otherwise disposed of as directed by the MUA, and the proceeds of any such disposal shall be credited to the MUA.

2.7 CHANGES

The MUA may, from time to time, order changes and the Consultant shall promptly comply with each order in accordance with procedures to be established by the MUA.

2.8 DISPUTES

Except as provided for in this Contract, any disputes concerning a question of fact arising under this Contract, which is not disposed of by agreement, shall be decided by the MUA, which shall mail or otherwise furnish a copy in writing of the decision to the Consultant. The decision of the MUA shall be final and conclusive unless within thirty (30) days from the date of the receipt of such copy, the Consultant mails, or otherwise furnishes, to the MUA a written appeal. The decision of the MUA or its Board of Directors, for the determination of such appeals, shall be final and conclusive unless determined otherwise by a court of competent jurisdiction. In

connection with any appeal proceeding under this Article, the Consultant shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Consultant shall proceed diligently with the performance of the Contract in accordance with the MUA's decision. Failure to comply with the provisions of the above paragraph shall be cause for termination in accordance with Article 2.11.

2.9 ASSIGNMENT, TRANSFER OR SUBCONTRACTING

The Consultant shall not assign any interest in this Contract and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the MUA.

2.10 EQUAL OPPORTUNITY

The Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, ancestry, martial status, physically handicapped, place of birth or national origin. The Consultant shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their race, religion, color, sex, age, ancestry, martial status, physically handicapped, place of birth or national origin. Such actions shall include, but not be limited to the following: Employment, upgrading, transfer or demotion, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Evidence of such action will be included in a written Affirmative Action Plan developed in accordance with the requirements of Resolution No. 267 of 1992.

During the performance of this Contract, the Consultant agrees as follows:

The Consultant shall, and all solicitations or advertisements for employees placed by or on behalf of the contract, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, ancestry, martial status, physically handicapped, place of birth or national origin.

The Consultant shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, as applicable, a notice to be provided advising the said labor union or worker's representative of a Consultant's commitments with this paragraph, and shall post copies of the notice in a conspicuous place available to employees and applicants for employment.

The Consultant will cooperate with the MUA in meeting its commitments for Minority Business Enterprise Utilization, and will use its best efforts to insure that minority enterprises shall have the maximum practicable opportunity to compete for subcontract work under this project. The Consultant shall include in all subcontracts which may exceed \$5,000, the requirements of Federal Procurement Regulations regarding the utilization of minority business enterprises as follows:

a. It is the policy of the Government that minority business enterprises shall have the maximum practicable opportunity to participate in the performance of Government contracts.

b. The Consultant agrees to use his best efforts to carry out this policy in the award of his subcontractors to the fullest extent consistent with the efficient performance of this Contract. Contractors may rely on written representations by subcontractors regarding their status as minority business enterprises in lieu of an independent investigation.

2.11 CONFLICT OF INTEREST

The Consultant covenants that it presently has no interest, and shall not acquire any interest, direct or indirectly, which would conflict in any manner or degree with the performance of this Contract. The Consultant further covenants that in the performance of this Contract, no person having any such interest shall knowingly be employed by the Consultant.

No member, officer or employee of the MUA or of a local public body, during his tenure, or for one (1) year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

2.12 COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed nor retained any company or person other than a bona fide employee working solely for the Consultant, to solicit or secure the Contract, and that he has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract.

2.13 PATENT RIGHTS, COPYRIGHTS, CONFIDENTIAL FINDINGS

Any patentable result arising out of this Contract, as well as all information, designs, specifications, processes, data and findings, shall be made available to the MUA, unless it is legally determined that it is in the public interest that it not be so made available.

No reports, maps, other documents, articles or devices produced in whole or in part under this Contract shall be the subject of any application for a copyright or patent by or on behalf of the Consultant or its employees subcontractors.

2.14 NOTICES

All Communications relating to the day-to-day activities shall be exchanges between the Authorized Representative and the MUA official designated herein. The Authorized Representative shall be designated when submitting this Proposal.

Notices hereunder shall be effective on delivery, if delivered personally, on the day following postmark if mailed to an address in Atlantic City, and on the seventh (7) day following postmark, if mailed to an address outside Atlantic City.

2.15 PUBLICITY NEWS RELEASES

The Consultant shall not during or after performance of this Contract, disseminate any information outside its organization regarding this project, or the services performed for the MUA without prior written approval of the MUA Official.

2.16 AFFIRMATIVE ACTION GENERAL CONDITIONS

Consultant submitting proposals are required to comply with the requirements of Public Law 1975, Chapter 127, and MUA Resolution No. 267 of 1992.

ALL CONSULTANTS are required to submit an Affirmative Action Plan with their bid stating their compliance with the Equal Employment Opportunity Ordinance(s) regarding equal employment opportunity and shall file employment information reports, or other reports as may be required by the MUA.

ALL CONSULTANTS submitting proposals are required to submit the schedule of Minority Contractors and/or suppliers with their bid, listing the minority contractors and/or suppliers at a minimum of ten (10%) per cent of the total bid amount they will be utilizing and to identify all of his subcontractors and they must disclose where they are buying all of their suppliers before approval of the subcontractors.

The successful Consultant's employment goals are hereby restated as per P.L. 1975, c. 127, to be minority percentage twenty (20%) per cent and female percentage forty-three (43%) per cent for procurement and service contractors, and twenty (20%) per cent minority workers in each construction trade for construction contracts.

(a) MINORITY BUSINESS ENTERPRISE: A minority business enterprise is an independent business concern which is at least fifty-one (51%) per cent owned and controlled by minority group members; is or has the potential to be an independent and continuing enterprise, and meeting the following requirements:

1. The minority ownership in the firm must be real, substantial and continuing.
2. The minority ownership has and exercises the authority to independently control the business decision of the entity.

(b) MINORITY GROUP MEMBERS: Minority group members are citizens who are Black, Hispanic, Asian or American Indian, as further defined by the Executive Committee.

(c) GOODS and SERVICES: The procurement of goods and services shall include but not be limited to construction design and related services, the purchase of all goods and materials and professional services.

(d) EXEMPTION: The classification of a particular contract area as exempt from the MBE utilization requirements established in this Order for lack of MBE's in the area.

(e) WAIVER: The granting to a majority business enterprise a waiver on particular contract of the MBE utilization requirements established by this Order.

The following is reprinted from Resolution No. 267 of 1992. The bidders should in no way consider this the entire Ordinance.

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, ancestry or national origin. (as used herein the work "TREATED" Shall mean and include, without limitation, the following: recruited, whether advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.) The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Authority setting forth the provisions of this nondiscrimination clause. The contractor shall make a good faith effort to utilize a certified minimum of ten (10%) per cent minority contractors and/or suppliers.

The contractor shall, in all classifications including trainees or any contracted project with the Authority, have a working Affirmative Action Plan. No contractor having traditionally deprived employees in all classifications of his/her work force shall receive a contract from the Authority unless his/her Affirmative Action Plan will actualize this goal. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all applicants will receive consideration for employment without regard to race, color, religion, sex, ancestry or national origin. The contractors shall send to each labor union or representative of workers with which they have collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers representative of the contractor's commitments under the Equal Employment Opportunity Resolution of the Authority and shall post copies of the notice in conspicuous places available to employees and applicant for employment.

It shall be no excuse for non-compliance that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer traditionally deprived persons.

The contractors shall file and shall cause their subcontractors, if any, a file compliance reports with the Authority in the form and to the extent prescribed by the Authority Compliance reports

filed at such times as directed shall contain information as to the employment practices, policy, programs and statistics of the contractors and their subcontractors.

The contractor shall comply with such action with respect to any subcontractor as the Authority may direct as a means of enforcing the provisions herein, including penalties and sanctions for non-compliance.

The Contractor shall include the provisions herein of this Equal Employment Opportunity Clause in every subcontractor or purchase order so that such provisions will be binding upon each subcontractor or vendor.

During hearing procedures, dealing with non-compliance, all contract payments shall be withheld and if it is determined after opportunity for hearing on the record that the contractor or subcontractor has failed to comply with any portion of the program as herein stated and described, that finding will subject the offending party to any or all of the following penalties.

- a. Continue withholding of all future payments under the public contract to the contractor in violations, until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract.

- b. Refusal of all future bids for any public contract with the Authority or any of its departments or divisions until such time as the contractor or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.

- c. Cancellation of the public contract and declaration of forfeiture of the performance bond.

- d. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or that which may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions.

The consultant shall complete ARTICLE VIII. REQUIRED AFFIRMATIVE ACTION EVIDENCE FOR PROCUREMENT, PROFESSIONAL AND SERVICES CONTRACTS with their bid in order for their bid to be considered.



Atlantic City Municipal Utilities Authority

DIRECTORS

JOHN DEVLIN, *Chairman*
GARY L. HILL, *Vice Chairman/Sec.*
MILTON L. SMITH, *Treasurer*
NYNELL LANGFORD
PATRICIA BAILEY

To: Fredric Bor

From: Anthony J. Palombi, Plant Manager

CLAUDE E. SMITH, *Acting Executive Director*
NICHOLAS MANCUSO, *Acting Deputy Exe. Director*

Date: July 29, 2020

Re: Estimated Water Production for Calendar Year 2021

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Based on past history, please be advised that the estimated water production for calendar year 2021 is 4288.8 million gallons (11.75 million gallons per day).

AJP

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

INSURANCE SPECIFICATIONS

NOTE: insurance markets must be assigned – see Item IV

Prepared By:

Atlantic City Municipal Utilities Authority

October 2020

ATLANTIC CITY MUA
INSURANCE SPECIFICATIONS

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ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

INTRODUCTION

I. PROPOSALS

Proposals are sought for certain property and casualty insurance coverages of **ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY (ACMUA)** as defined in the Coverage Specifications attached. Proposals must be submitted to ACMUA as defined in this RFP on or before November 10, 2020 with a complete copy simultaneously submitted to Atlantic City Municipal Utilities Authority, 401 N. Virginia Avenue, Atlantic City, NJ 08401, and csmith@acmua.org. All questions concerning these Specifications must be directed to Claude Smith, Acting Executive Director Atlantic City Municipal Utilities Authority at (609) 345-3315 ext. 217, or csmith@acmua.org.

Proposals will be considered for one or more of the insurance coverages required. Any coverage proposed must be offered for a term of at least one (1) year. The Authority reserves the right to accept or reject any proposal without explanation to proposers and may accept a proposal without regard to lowest quoted cost. *All deviations from Specifications must be clearly defined.*

II. INSPECTIONS

Proposals that have been developed after inspections are preferred. Arrangements for

inspections are to be made through Mr. Claude Smith, , ACMUA, (609) 345-3315.

III. AUTHORIZATION TO DO BUSINESS IN NEW JERSEY

Proposals will be accepted only on behalf of insurance companies which are approved by the Commissioner of Insurance of the State of New Jersey.

IV. INSURANCE MARKET ASSIGNMENT

No insurance market may be approached for a proposal without the prior assignment by Atlantic City Municipal Utilities Authority. This will avoid conflicts in market inquiries. Please submit your market choices, in your order of preference, to ACMUA. Assignment will be made as fairly as possible, but will be at the sole discretion of the Authority. Quotations will not be recognized from companies not properly assigned.

V. SPECIFICATIONS

The coverage specifications which follow are an outline of the minimum desired insurance. Any proposals for broader or limited protection must contain detailed explanations of the deviation from Specifications.

VI. UNDERWRITING DATA

All underwriting data included here is for the convenience of proposers and although considered accurate, is not so warranted. It will be assumed that those submitting proposals have made the necessary investigations as to be fully informed of the extent and nature of the insured risks.

VII. PREMIUM PAYMENT

Proposals are to contain terms of premium payment. The most cost effective method, with cash flow advantage, is desired. All fees, of any nature, are to be separately identified and shown in the proposal.

VIII. **TERRORISM RISK**

All policies eligible for terrorism coverage must be proposed to include such protection, with premium cost identified separately.

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

AUTOMOBILE

- 1) The named insured is to be **ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY**.
- 2) Coverage is to be provided on a Business Auto Coverage form and is to apply to all owned, leased, hired, and non-owned vehicles.
- 3) The limit of liability is to be \$1 million each accident.
- 4) Coverage is to be in compliance with all applicable basic Personal Injury Protection insurance requirements with minimum available thresholds for any vehicle eligible for this coverage.
- 5) Uninsured and Underinsured Motorists coverage is to be afforded with a limit of \$1,000,000 each coverage.
- 6) Automobile Physical Damage (Fleet Automatic) coverage is to be quoted as follows:
 - Comprehensive Coverage with \$1,000 deductible
 - Collision Coverage with \$1,000
- 7) Cancellation by the insurance company shall be in accordance with New Jersey regulations.
- 8) The premium quotation is to be divided into the components of liability, collision, comprehensive, medical payments and uninsured motorists comprehensive coverages.
- 9) Medical Expenses coverage of \$10,000 is to apply to all commercial vehicles.
- 10) Online exhibits contain a schedule of those vehicles currently owned or leased by the insured.
- 11) Online exhibits contain the computer loss run of automobile claims.
- 12) An endorsement stipulating that the policy shall not be invalidated or voided by any unintentional error or omission in declaration of exposures shall be included.

- 13) Employees, elected or appointed officials, and volunteers are to be an "insured" while using a covered auto in the conduct of ACMUA.
- 14) Pollution Liability – Broadened Coverage for Covered Autos is to be included.
- 15) The Auto Enhancement Endorsement for Municipal Risks Supplemental Schedule or Public Entity Auto Extension Endorsement is to be included.
- 16) Hired, borrowed or commandeered vehicles may have physical damage deductibles of \$100 for comprehensive coverage and \$500 for collision coverage.

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

CRIME

- 1) The named insured is to be **ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY.**
- 2) Coverage is to be written to include public employee theft and faithful performance of duty.
- 3) The employee theft / faithful performance limit of liability is to be \$1,000,000.
- 4) Cancellation by the Surety shall require 120 days written notice to the Authority, except for non-payment of premium.
- 5) The definition of "employee" is to be expanded to include members of the Board of Directors (such as chairman, vice chairman, etc.), elected or appointed officials, the Treasurer, and volunteers.
- 6) A deductible of \$5,000 applicable to each loss may apply.
- 7) Loss Inside and Loss Outside limits of liability is to be at least \$250,000 each.
- 8) Forgery or Alteration, including credit, debit or charge cards, limit of liability is to be at least \$500,000.
- 9) Computer and Funds Transfer Fraud limit of liability is to be at least \$500,000.
- 10) Fraudulent Impersonation limit of liability is to be at least \$250,000.

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

EQUIPMENT BREAKDOWN

- 1) The Named Insured is to be **ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY**
- 2) Direct damage coverage is to be provided on a Repair and Replace basis.
- 3) The limit for Direct Damage is to be at least \$50 million per occurrence.
- 4) Quotations are requested with a \$50,000 deductible applicable to property damage and 24 hours applicable to time element coverage.
- 5) Comprehensive coverage is to apply to on a Comprehensive basis. Comprehensive coverage is to apply to all equipment including "production" equipment and electronic circuitry. It should also be noted that in extending coverage to unfired pressure vessels and piping, there shall be no limitation that such coverage be limited to "metal" unfired pressure vessels or piping. Neither should there be any exclusion for waste disposal piping, water piping, and buried piping.
- 6) Infrared scanning engineering service should be provided.
- 7) There should be agreement to enter into a Joint Loss agreement with the property insurance carrier.
- 8) Cancellation by the insurance company shall be in accordance with New Jersey regulations.
- 9) Expediting expenses, property damage liability and defense expenses may be included in the Direct Damage limit.

- 10) A minimum limit of \$250,000 is to apply for:
 - a. Hazardous substances
 - b. Water damage
 - c. Ammonia contamination
- 11) Combined Business Interruption/Extra Expense coverage of \$10 million per occurrence is to apply.
- 12) A limit of at least \$1,000,000 is to be applicable to Ordinance or Law coverage.
- 13) Demolition coverage of at least \$1,000,000 must apply.
- 14) The limit for off-premises Utility Interruption coverage is to be at least \$5 million per accident.
- 15) GREEN coverage of at least \$100,000 is to apply.

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

GENERAL LIABILITY

- 1) The named insured is to be the **ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY**.
- 2) Coverage is to be written on a Commercial General Liability occurrence form.
- 3) Limit of liability is to be \$3 million General Aggregate per location; \$3 million products-completed operations, \$1 million personal and advertising injury, \$1 million each occurrence limit and \$1 million fire legal liability limit.
- 4) Liability coverages are to be extended automatically to include any third party for whom the Authority has agreed, under any written contract or agreement, to provide insurance of the type provided by this policy.
- 5) Employee Benefit Liability coverage in the amount of \$1 million is to apply.
- 6) Employees, volunteers and elected or appointed officials, such as Commissioners, are to be included as additional insureds.
- 7) Cancellation by the insurance company shall be in accordance with New Jersey regulations.
- 8) Unintentional errors or omissions in disclosing of hazards to the insurer will not mitigate coverage.
- 9) Premises Medical Payments coverage is to be provided, with limits of \$10,000 each person.
- 10) Online exhibits contain loss runs of general liability claims.
- 11) Hostile Fire and building heating equipment exception to Pollution Exclusion is to apply.
- 12) Estimated water production is 12,000,000 gallons per day.
- 13) A failure to supply product exclusion will not be acceptable.
- 14) An engineer, architect or surveyor, if an employee of ACMUA must be an insured concerning the rendering or non-rendering of professional services.

- 15) Coverage is to apply for any watercraft owned, used by, or rented by an insured.
- 16) Limited Fungi or Bacteria coverage is to apply.
- 17) Pesticide, Chlorine, or Herbicide Applicator coverage is to apply.
- 18) There must be no exclusion for failure or breach of dams.
- 19) The General Liability Enhancement Endorsement for Municipal Risks or its equivalent must be included.
- 20) Limited covered pollution costs (clean-up, etc.) coverage is to apply.
- 21)) Limited sexual abuse coverage is to apply.
- 22) Water Professional Activity Liability must be covered.

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

PROPERTY

- 1) The named insured is to be the **ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY.**
- 2) Coverage is to apply to All Risks@ including earthquake, flood, terrorism, and subsidence.
- 3) Property insured is to be all Real and Personal Property including mobile (contractors) equipment, off-premises pipelines, and electronic data processing equipment and media, located in the area serviced by the Atlantic City Municipal Utilities Authority and including all above ground pipelines, dams, water storage facilities, and underground piping within 1,000 feet of premises.
- 4) Properties are to be insured on a Replacement Cost basis. No coinsurance provision is to apply and an Agreed Amount endorsement is to be issued.
- 5) A Blanket limit of liability of at least \$65 million per occurrence is to be offered, with sub-limits of at least \$5,000,000 applicable to earthquake, and \$5,000,000 applicable to flood. A scheduled limit of liability is not acceptable. If required, the successful proposer agent must be prepared to obtain the required available limits for flood insurance from the National Flood Insurance Program for any or all insured properties.

- 6) A deductible of \$50,000 per occurrence is to apply, except as follows:
Named weather: \$50,000 per occurrence
Earthquake: \$50,000 per occurrence
Flood: \$50,000 per occurrence
Except \$250,000 per occurrence at water tanks,
Virginia and Wabash Ave.
\$500,000 per occurrence at:
401 North Virginia Avenue, two dams
and water distribution mains
- 7) Newly acquired property is to be automatically covered for a limit of at least \$5,000,000.
- 8) Business Interruption and Extra Expense insurance is to apply with a limit of at least \$10,000,000, and a deductible of \$50,000 per occurrence. Interruption of off-premises utility services must be a covered peril, with a limit of at least \$1,500,000.
- 9) Cancellation by the insurance company shall be in accordance with New Jersey regulations.
- 10) There must be agreement to enter into a joint loss agreement with the Equipment Breakdown insurance carrier. Alternatively, coverage may be proposed to include the Equipment Breakdown perils and in conformity with Equipment Breakdown specifications included herewith.
- 11) Online is a list of locations presently at risk to be included in the Blanket insurance coverage.
- 12) Debris removal coverage is to apply, with minimum limit of \$2,500,000.

- 13) EDP media reproduction cost is to apply with minimum limits of \$500,000.
- 14) Demolition and increased cost of construction must apply in the minimum amounts of \$5,000,000 each.
- 15) Valuable Papers and Accounts Receivable coverages must be included at minimum limits of \$500,000 each.
- 16) Buildings under construction must be covered up to \$2,500,000.
- 17) A limit of at least \$1,000,000 must apply to miscellaneous Unnamed Locations.
- 18) Water distribution pipelines located more than 1000 ft. from any "premises" must be insured for a limit of at least \$10 million.
- 19) Outdoor property must be included at limits of at least \$500,000.

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY

- 1) The named insured is to be the **ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY.**
- 2) The limit of liability should be at least \$10,000,000 Public Officials wrongful act and/or employment practices liability, including defense expenses, each claim and annual aggregate.
- 3) Deductible may be \$15,000 each claim, including claim adjustment expenses.
- 4) Coverage is to apply to the Authority, all duly appointed or elected officials and Commissioners of the Authority, all employees, all volunteers, and all professional employees.
- 5) Cancellation by the insurance company shall be in accordance with New Jersey regulations.
- 6) Any limitation of coverage beyond that of the carrier=s basic form must be clearly identified in the quotation.
- 7) There shall be no Retroactive Date quoted.
- 8) Enhanced Employment Practices coverage, including EEOC, emotional distress and mental anguish, back wages, and defense for non-monetary damages is to apply. Back wages and non-monetary damages defense limits should be at least \$50,000 per claim.

- 9) Crisis management expense coverage shall apply, subject to a limit of at least \$250,000. No retroactive date is to apply.
- 10) Cyber Liability coverage of at least \$1,000,000 each event must apply. No retroactive date is to apply.

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

EXCESS/UMBRELLA LIABILITY

- 1) The named insured is to be the **ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY.**
- 2) Limit of liability is to be \$10 million each occurrence and annual aggregate.
- 3) Retained limit should be \$0.
- 4) Premium is to be quoted as a flat premium with no adjustment.
- 5) Underlying limits and coverages are in accordance with specifications in this proposal package. Employers Liability is \$1,000,000 through New Jersey Manufacturers Insurance Company.
- 6) Cancellation by the insurance company shall be in accordance with New Jersey regulations.
- 7) Coverage shall not be more restrictive than that provided by underlying insurances. All Excess/Umbrella liability exclusions are to be identified in the proposal, and a sample policy form is to be included. A straight excess policy is not desired.
- 8) Failure to Supply coverage may be on a Follow Form basis.
- 9) Employees, volunteers, and appointed officials, such as Commissioners, are to be included as additional insureds.
- 10) Limited, short term pollution coverage must apply.

ATLANTIC CITY MUA
INSURANCE SPECIFICATIONS

INDEX

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Synopsis of Audit Report	
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ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

CYBER LIABILITY & INFORMATION SECURITY

1. The Named Insured is Atlantic City Municipal Utilities Authority
2. Coverage is to include:
 - a. Cyber extortion – to indemnify as a result of an extortion threat made during the policy period.
 - b. Data Protection – If data is damaged or if rendered unable to access.
 - c. Business Interruption loss resulting from a failure of computer security, or a security breach.
3. A limit of \$5 million all costs is to be offered
4. A retention deductible of \$50,000 each claim is to be quoted.
5. The effective date is January 1, 2021. – Expiration date is January 1, 2022.
6. Cancellation by the insurance company shall be in accordance with New Jersey regulations.

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

SERVICE REQUIREMENTS OF INSURANCE AGENTS, BROKERS & COMPANIES

I. SERVICING CAPABILITIES & EXPERIENCE

All proposals must be accompanied by detailed information describing the servicing capabilities and experience of the person, company or organization submitting the proposal.

II. SERVICE REQUIREMENTS OF BROKER/AGENT

The broker, agent, or insurance company representative will be expected to be responsible for:

- a) The accuracy of the premium invoices which are submitted to ACMUA. He/She will be responsible for their accuracy regardless of whether the invoice is prepared by his own office or by the insurance company. It is expected that the broker or agent will not only check the mathematical extensions, but also the accuracy of the items that make up the computation such as the rating structure, the classification, the discount, etc.;
- b) Setting up and supervising claim reporting procedures for all lines of insurance with ACMUA. The follow through of subrogation actions will also be required with regard to liability claims.
- c) If requested, reviewing with ACMUA's representative all insurance obligations and implications of all contracts entered into by ACMUA. This would include service contracts, leases, and construction contracts. The broker or agent will also work with ACMUA's representative to establish a procedure and to

supervise the receipt of all proper Certificates of Insurance from contractors doing work for ACMUA and for any other obligations reflected by the aforementioned contracts.

d) Providing insurance agents or brokers Errors & Omissions coverage for an amount of at least \$1 million per claim and in the aggregate.

III. **INSURANCE COMPANY OBLIGATIONS**

The insurance company must:

a) Indicate the full address of all claims offices that would be used to handle the claims on behalf of ACMUA. If independent investigation services are to be utilized, these should also be outlined with appropriate addresses of their offices. The hours that the claims offices are open should also be itemized and procedures outlined for handling claim notification relating to night claims, or claims occurring on a weekend, or at any other time when the claims offices are closed.

All Claims are to be handled in a most expeditious manner and ACMUA is to be kept advised of all action taken with regard to all significant claims.

b) Prepare and submit to ACMUA and its representatives, on a quarterly basis, loss runs for the insurance coverage(s) involved.

- c) Outline the inspection, safety and loss prevention services that are available to ACMUA. If outside or independent inspection services are to be utilized they should be identified.
- d) Cooperate with ACMUA's representative in establishing claim handling procedures and philosophies.

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

VEHICLE INFORMATION RECORD

10/19/2020

1. Ford	1996	Platform Comp. 1 1/2 Ton	Fuel: U.F. 24	Inspect 4/2020
1FDJF37HXTEB80056	F350	Reg. 38857MG xp. 03/2023	Dist. Maint.	
3. Ford	2004	Dump Truck 1 1/2 TN - 2 Yd Body	Fuel: U.F. 20	
1FDXF46S84ED36531	F450	Reg. 37182MGExp. 03/2023	Treat Plant	
9. Ford	2003	Utility Body 3/4 Ton - 4WD	Fuel: U.F. 20	Inspect 6/2020
1FDMF21L13ED27647	F250	Reg. 37183MG Exp. 03/2023	Dist. Main.	
15. Ford	2002	Utility Body - 2 Ton - Compres.	Fuel: U.F. 30	Inspect 8/2020
1FDAF56S22EC88856	F550	Reg. 37184MG Exp. 03/2023	Dist. Maint.	
18. Ford	2004	Utility Body 3/4 TN - 4 x 4	Fuel: U.F. 18	Inspect 7/2020
1FNDF21L14ED36530	F250	Reg. 37193MGExp. 03/2023	Dist. Maint.	
27. Ford	2003	Pick-up Truck 3/4 Ton - 4WD	Fuel: U.F. 25	
3FTNF21L83MB40825	F250	Reg. 37186MG Exp. 03/2023	Treat. Plant	
30. Chevrolet Colorado	2011	Extended Cab pickup 4WD	Fuel: U.F. 15	Inspect 2/2020
1GCJTBFE0B8120962		Reg. 37187MG Exp. 03/2023	<u>Admin-Bill Stanley</u>	
35. Ford F250	2011	4X4 Utility body	Fuel: U.F.	
1FTBF2B61BEB32632		Reg. 37188MG Exp. 3/2023	Treat. Plant	
39. Ford	2008	Escape Hybrid - 4 dr.	Fuel: U.F.	
1FMCU59H58KC13660		Reg. WHW36M Exp. 11/2019	<u>A/ DED Nicholas Mancuso</u>	
46 Chevrolet Colorado	2011	ExtendedCab pickup 4 WD	Fuel: U.F. 20	
1GCJTBFE2B8121000		Reg. 37189MG Exp. 03/2023	Dist. Maint.	
47 GMC	2004	Stake Body Truck - 2 1/2 TN	Fuel: U.F. 25	
1GDJ6C1E14F522083	TC6C042	Reg. 37190MGExp. 3/2023	Treat. Plant	
53 Chevrolet Colorado	2011	Extended Cab pickup 4 WD	Fuel: U.F. 15	Inspect 2/2021
1GCJTBFE1B8120811		Reg. 37191MG Exp. 03/2023	Dist. Maint.-Ben Noisette	
54 Ford	2009	Ford Escape Hybrid 4dr	Fuel: U.F.	Inspect 1/2021
1FMCU49329KB08557		Reg. YPC32B Exp. 01/2020		
56 Ford	2009	Ford F250 4x4 cab W/PLOW	Fuel: U.F.	
1FTNF21539EA19362		Reg. 37192MG Exp. 03/2023	Treat. Plant	
58 Jeep	2013	Jeep Patriot 4x4	Fuel: U.F.	
1C4NJRBB0DD260001		Reg. P18CVG Exp. 03/2020	<u>AsstMgr.-Anthony P.</u>	

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

VEHICLE INFORMATION RECORD

10/19/2020

59	Jeep 1C4NJRBB9DD260000	2013	Jeep Patriot 4x4 Reg: P15CVG Exp: 03/2020	Fuel: U.F. <u>DistrMangr-KevinJ.</u>	Inspect 2/2021
60	Ford 1FTMF1EM5DKE72285	2013	F150 4x4 white Reg: XVW65X Exp: 03/2020	Fuel: U.F. <u>AsstMgr-E. Jones</u>	
61	Ford 1FTMF1EM3DKE72284	2013	F150 4x4 white Reg: 37195MG Exp: 3/2023	Fuel: U.F. Dist Yard	
62	Ford 1FTBF2A66EEA16560	2014	F250 4x4 Reg: 37196MG Exp: 3/2023	Fuel, U.F. Treat. Plant	
63	Ford 1FTMF1EMXEKF79656	2014	F150 4x4 White Reg: 37197MG Exp: 3/2023	Fuel: U.F. <u>DED Nicholas M.</u>	
64	FORD 1FDRF3H61HDAO2498	2017	Dump Truck F350 4X4 Reg: 37198MG Exp: 03/2023	Fuel U.F. Dist Yard	Inspect 1/2022
66	FORD 1FM5K8AR3JGC57105	2018	113 Explorer AWD 4DR Reg: T91KNM Exp: 10/2022	FUEL U.F. <u>A/ExecDir CLAUDE S</u>	Inspect 10/2022
67	FORD 1FDRF3G62KEC44395	2019	350 SD SLT DRW 2WD Reg: 37199MG Exp:12/2021	FUEL U.F. Dist Yard	Inspect 12/2023
75	FORD 1FD7X2B67KEG09871	2019	F250 SuperCab Reg 38851MG Exp 3/2023	FUEL UF Treat. Plant	
76	FORD 1FD7X2B69KEG09872	2019	F250 SuperCab Reg 38852MG Exp 3/2023	FUEL UF Treat. Plant	
77	FORD NMOLE7E21K1401262	2019	TransConnecVan LGT Reg 38853MG Exp 12/2022	FUEL UF Treat. Plant	
78	FORD NMOLS7E22K1403725	2019	TransConnecVan Cargo Reg 34942MG Exp 12/2021	FUEL UF Distribution	
79	FORD NMOLS7E23K1395425	2019	TransConnecVan Cargo Reg 34941MG Exp 12/2021	FUEL UF Distribution	
80	FORD 1FD7X2B69KEG53676	2019	F250 SuperCab Reg 38854MG Exp 3/2023	FUEL UF Treat. Plant	
81	FORD 1FD7X2B60KEG53677	2019	F250 SuperCab Reg 38855MG Exp 3/2023	FUEL UF Sr Mech Fred Barker	

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

VEHICLE INFORMATION RECORD

10/19/2020

82	FORD	2019	F250 SuperCab	FUEL UF
	1FD7X2B62KEG53678		Reg 38856MG Exp 3/2023	Treat. Plant

83

84

85

**ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY
VEHICLE INFORMATION RECORD
ACMUA OUT OF SERVICE VEHICLES**

10/19/2020

2.	Ford	1999	Utility Body 3/4 Ton	Fuel: U.F. 20	OUT OF SERVICE
	1FDNF20L4XEA54856	F250	XU49KP	Treat. Plant	AUCTIONED/SOLD
4.	Ford	2000	Crewcab & Stakebody, liftgate	Fuel: U.F. 20	TO BE
	1FDWW32SOYEE06878	F350	Reg - X5718G Exp. 07/2020	Treat. Plant	AUCTIONED/SOLD
5.	FORD	1999	EXPLORER 4WD		INS CLAIM
		WAGON	GRB65S PLATES TURNED IN		
Vehicle totaled - turned over to insurance company June 2008					

6.	Ford	1995	Dump Truck - 2 Ton - 6 Yd.	Fuel: U.F. 20	TO BE
	1FDNF70JXSVA16861	F700	Reg. XDCT89 Exp. 06/2020	Treat. Plant	AUCTIONED/SOLD
7	Ford	1995	Utility Body - 2 Ton	Fuel: U.F. 20	TO BE
	1FMDF70J0SVA81245	F700	Reg. XN99EP Exp. 07/2020	Dist. Maint.	AUCTIONED/SOLD
8.	Ford	2001	F250		
	1FTNF21L91ED33228	AX2	Reg xvw65x	UNKNOWN	AUCTIONED
			SOLD AT AUCTION 7/10/13		SOLD
10	Ford	1999	Utility Body 1 1/2 Ton - Compres	Fuel: U. F. 20	TO BE
	1FDWF36L1XEE49711	F350	Reg. XV61BT Exp. 03/2020	Dist. Maint.	AUCTIONED/SOLD
11	GMC	2004	1500 Truck Chassis & Utility Bod	Fuel: U.F. 20	TO BE
	1GTEC14X04Z296827	F119	Reg. XC94JT Exp. 02/2020	Dist. Maint.	AUCTIONED/SOLD
12.					INS CLAIM
	Vehicle totaled - turned over to insurance company in July 2010				
13	Chevrolet	1999	Utility Body 3/4 Ton - 4WD	Fuel: U.F. 24	TO BE
	1GBGK24R6XR712018	C3500	Reg. XA69VW Exp. 05/2020	Dist. Maint.	AUCTIONED/SOLD
14.	Vehicle totaled - turned over to insurance company in June 2008				INS CLAIM
16.	Ford-Reg. ZTV42B	2004	Explorer - 4Dr - 4 x 4	Fuel: U.F. 15	SOLD
	1FMZU73K44UB86928	EXPL.	ZTV42B PLATE TURNED IN	OUT OF SERVICE	
17.	Case	1994	Back-Hoe/Loader Tractor	Fuel: Diesel 18	
	JJG0208346	590D	Reg: PG-44-1 Exp. Ind.	Dist. Maint.	
19.	Ford	2002	Explorer - 4 Dr. - 4WD	Fuel: U.F. 18	

	1FMZU73EX2UA60564	EXPL.		Reg. HOX42H	
			OUT OF SERVICE		SOLD
20.	Ford	2003	Dump Truck 1 1/2 Ton - 3 Yd	Fuel: U.F. 19	PARTS
	1FDWF37S23ED16293	F350SD	Reg.XX96DH	Treat. Plant	ON GROUNDS
21.			SOLD AT AUCTION		SOLD
22.	FORD	1998	PICKUP		
	1FTZF182OWNC36774		XY64UP PLATES TURNED IN		
			SOLD AT AUCTION 7/3/13		SOLD
23.	vehicle totaled storm damage 11/12 turned over to insurance company				INS CLAIM
29.	FORD	1997	BLWT - 6000 GW AX2		
	1FDHF26H9VEA31585		XT19GT		
			SOLD AT AUCTION AUG. 2013		SOLD
31.			SOLD AT AUCTION		SOLD
36.	Grimmer Schmit	1988	Compressor - 150 CFM	Fuel: Reg. 15	
	OUT OF SERVICE	150	Reg: T-371DG Exp. 3/2015	Spare Parts	PARTS
37.	Ford	2008	Escape Hybrid - 4 dr.	Fuel: U.F.	
	1FMCU59H98KC13659		INSURANCE CLAIMED	Reg. WHW37M	INS CLAIM
38.	Ford	2002	Explorer- 4Dr- 4WD	SOLD AT AUCTION JUNE 2018	
	1FMZU73E82UA60563	EXPL	Reg: ADC2422		SOLD
40.	FORD	2014	F250		
	1FTBF2A66EEA16560		XATN20 PLATES TURNED IN		
			SOLD AT AUCTION 2013		SOLD
41.					
			SOLD AT AUCTION OCT 2013		SOLD
43.	Ford	2006	Ranger 2 Dr - 4x4		
	1FTYR11U36PA54389		SOLD AT AUCTION JAN 2015		SOLD

44	Ford	2001	Pick-up Truck 1/2 TN	Fuel: U.F.	TO BE
	3FTZF17201MA68168	F150	Reg. XP46WA Exp. 06/2020	Treat. Plant	AUCTIONED/SOLD
45	Ford	2003	Pick-up Truck 1/2 TN	Fuel: U.F. 15	TO BE
	ZFTRF17Z23CA90364	F150	Reg. XT67YA Exp. 04/2020	Meter Read.	AUCTIONED/SOLD
48	Grimmer Schmidt	1991	Compressor - 150 CFM	Fuel: U.F. 15	
	OUT OF SERVICE	150Q	T-842RR Expires 03/2016	Spare Plant	PARTS
50	HONDA - TRACTOR	1992	Lawnmower	Fuel: U.F.	
	OUT OF SERVICE		Model 4514	Dist. Maint.	
55	Ford	2009	Ford Escape Hybrid 4dr		
		Turned Over to Insurance Company		Vehicle Totaled	Insur Claim

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

EQUIPMENT INFORMATION RECORD

10/19/2020

24.	Airco HH099211	1978 300A	Electric Welder & Trailer Reg: None attached to #13	Fuel: UF. 25 Dist. Maint.	
25.	Airco HH099217	1978	Electric Welder & Trailer Reg: None attached truck #11	Fuel: U.F. 25	
26.	Miller KA798487	1990 B-40	Electric Welder & Trailer Reg: None attached	Fuel: U.F. 25 Dist. Maint.	
28.	FLA EagerBeaver 11200D309FT090665	1985 DOW9	Trailer Reg. 283TVE Exp. 03/2023	Fuel: None Treat. Plant	
32.	Lincoln 4-456642	1960 300A	Electric Welder & Trailer Reg: None	Fuel: U.F. 25 Treat. Plant	
33.	John Deere	1986 750	Tractor/Mower Mod. 750 Reg. None	Fuel U.F. 15 Treat. Plant	
34.	Ingersol-Rand 154579U86923	1986 175	Compressor - 175 CFM Reg. 195TXC Exp. 2007	Fuel: U.F. 15 Treat. Plant	
42.	Case JJG0287598	2002 590SM	Backhoe/Loader/Tractor Reg. 42EW	Fuel: Diesel 25 Treat. Plant	ON SITE ONLY
49	Trafcon Ind. 0393LD15528	1993 TC3-15R	Arrowboard R Reg:TAD 6819 Exp 3/2021	Fuel: Diesel Dist. Maint.	Inspect 6/2020
51	Trafcon Ind. 0697SL15112	1997 101-15S	Arrowboard Reg: RN-71-1	Fuel: Solar Dist. Maint.	
52	Clark Equip. Co. GP127-0187-9130KF	1993 GPS15	Forklift Vehicle Type L.P. Reg: None	Fuel: Propane Dist. Maint.	

57	Toro Serial No. 260000436	2009	Dingo 425TX-Wide Track With Standard Bucket	Fuel: U.F. Treat. Plant	
65	Sure-Trac 5JW1D142XG4144677	2016	Dump trailer MODEL # ST8214DD-B-140	Treat. Plant	
68	EHW 1E9PT1510KC297527	2019	VALVE MAINTENCE TRAILER Reg: TVZ86A Exp: 03/2020	FUEL U. F. Dist Yard	
69	Cross Country MFG Inc. 1C9FS1624V1431176	1997	FLAT BED Reg: None attached	Treat. Plant	
70	Sullivan Palatek S/N 102735	2018	Air Compressor MODEL #D185P3PK4T	Diesel Dist Yard	
71	Ingersoll Rand S/N FEO89716\44	1998	Tag Along Spot Lights MODEL#37M6A14	Diesel Dist. Yard	
72	Godwin Dri Prime S/N T04039D41987	1972	6" PUMP MODEL#4039DF001	Diesel Dist. Yard	
73	STOW CM 9 cubic yards	1994	Cement Mixer Reg: None attached	FUEL UF Dist. Yard	
74	CROSS COUNTRY S/N 431fs1621f1000302	2015	TRAILER MODEL#5HD16	Dist. Yard	
84	HOLLAND S/N FNH0B95CNCHH03604	2012	BACKHOE/LOADER	Dist. Yard	NEW 2020

Pleasantville Pumping Station Equipment List

PUMPS:

- 6" Goodwin Pump, Serial # 20020
- 6" Sykes pump, Serial# 122550-0 (Big Blue)
- 4" Honda pump, Serial # 00405
- 6" Godwin pump, Serial # R121402 (MUA # 20020)

GENERATORS:

- 1 Milbank 6,000 Generator, Model # MPG60001S, Serial # 1159311AOS12104200139
- Miller DC ARC Welding – Model # 20003
- Miller DC Welding S/M – N/A

COMPRESSORS:

- 1- Ingersoll Rand Compressor, Serial # 15479 U86 923 (MUA# 20021)

POWER SAWS (Chain):

- Ryobi 20" RyI0520 46cc Chain saw, Serial # C4620 (MUA# 20122)
- Homelite 18" UtI0584 42cc Chain saw, Serial # AT 1830333 (MUA# 02294)

ARC WELDERS:

- I- Lincoln Shield Arc Welder, 30 AMP, Serial # A-456642

LAWN TRACTOR:

- I- John Deere- Model 750 Lawn Mower Tractor

CONFINED SPACE AIR BLOWERS:

- Homelite Textor 3HP, Serial # 4J2980036 (MUA 01614)
- Homelite Electric Blower Model # 200EB-1, Serial # HT2740010 (MUA # 00426)

YARD MACHINE (2 IN 1):

- MTD Billy Goat 5 HP Model # 135212, Type 017701 Code 960213EY (broken)

CHIPPER/TRAILOR:

- Salco, Inc., Model # 8625, Serial # 9510301003100556 (MUA # 20022)

CEMENT MIXER:

- Stone Cons, Inc., Model # 95CM5D, Serial # 3791048 (MUA # 00403) - (In recycle – Outback)

BRUSH CUTTERS:

- All Terrain Field Brush Mower (Brush Hog), Serial # 535OTO41932
- Kawasaki Enduro XL/C Brush Hog, Serial # 164451 (MUA# 20017)

SNOW BLOWER:

- Husqvarna ST724 Snow Blower, 7.0 HP, Serial # S002982340020-46-6 (MUA # 01601)

POWER WASHER:

- 35" High Reach T350

LIGHT TOWER:

- Ingersoll – Rand Model# L – Model# L6-4MH/1998/B, ss# 291609UF123 (ACMUA # 20004)

UPDATED: 09/14/20

EQUIPMENT INVENTORY

ATLANTIC CITY DISTRIBUTION YARD

1. PUMPS:

- 6" Goodwin Diesel Pump – Model CD 150
(Serial # 924580-37)

2. POWER SAWS:

1. Gasoline Saws (3) – (2) working (1) broken
 - Homelite SXL Chain Saw – ACMUA 03082
2. Electric Saws (3) - shop
 - Milwaukee Power Saws 7 ¼" – 620-109452 - shop
 - Milwaukee Power Band Saw – 006743 1982 - shop

4. WELL POINTS:

1. 1-3 "Manifold with 4-1 ¼" Outlets - ACMUA 03084 - garage
2. 3-1 ¼" Well Points with Drop Tubes – ACMUA 03085 THRU 03089 - garage

5. GRINDERS:

1. (2) Jet Air Grinders VG – 78 - shop
(Serial #s 661073, & 762092)
2. (3) Bosch Grinders - ACMUA 03083 (1) OF THREE IS BROKEN - shop

6. PORTABLE AIR COMPRESSOR:

- Sullivan /Palatek – Model # D185P3PK4T - garage
(Serial # 102735)

7. MISCELLANEOUS:

- Sullair Chipping Guns – MCH4 (2) NEW ONES TOTAL OF (4) – (1) can't be repaired
- Stone Tamper – ACMUA 01517 - garage
- Cement Mixer - garage
- Jackhammers (5) – (3) in shop (1) on #15 truck (1) on #67 truck

1. (2) – Apt – 1F182 - shop

2. (2) – Jet – 6A217 – (1) broken - shop

8. LIGHT TOWER:

- Ingersoll – Rand Model # L6-4MH/1998/B, ss# 291609UF123 (ACMUA # 20004) - garage

Updated: October 5, 2020

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

PROPERTY VALUES – SEPTEMBER, 2019

LOCATIONS:

\$ VALUES

1151 Main Street, Pleasantville, NJ – see appraisal report of February 28, 2017, Subsection: Insurance report	\$38,451,960
Virginia & Wabash Avenue, Atlantic City, NJ	
Elevated water tank #1	\$ 2,672,400
Elevated water tank #2	\$ 4,585,920
Transmission lines:	
(2) 48"; (1) 60"; (1) 36"; (1) 24", (1) 24" bypass	\$ 64,775,100
Two concrete dams (Kuehnle Pond & Doughty Pond), incl. (1) deep well pump house and pump	\$10,490,700
Lot #2, Block 68E, Egg Harbor Township Vacant Lot - 4,300 - Square Feet (Liability Only)	\$ - 0 -
Proposed Easement Lot #10, Block 830-Atlantic City, Liability only	\$ - 0 -
401 No. Virginia Avenue Atlantic City, NJ – Office Headquarters	\$ 6,387,240
Ohio & Baltic Avenue Atlantic City, NJ (Liability Only)	\$ - 0 -
1 Deep Well Pump House and pump 1100 N. Albany Ave., Atlantic City, NJ	\$ 427,380
9 Deep Well Pump Houses and pumps	

FAA Technical Center Garden State Pkwy & Westcoat Rd. Egg Harbor Twnshp, NJ	\$ 3,822,960
ASR Well and Well House Route 40, Albany Ave., Atlantic City, NJ	\$ 1,908,420
TOTAL REAL & PERSONAL	\$133,522,080

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY

LOSS RUNS

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY
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Glatfelter Underwriting Services
Customer Summary Loss Experience
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Policy Type Carrier	Policy Number	Effective Date	Expiration Date	Claims Reported	Claims Open	Loss Reserve	Expense Reserve	Paid Losses	Paid Expenses	Recoveries	Total Incurred
Portfolio											
AAIC	GPPAPF6055733-01	01/01/2015	01/01/2016	20	0	0	0	43,270	25,070	(8,802)	59,538
AAIC	GPPAPF6055733-02	01/01/2016	01/01/2017	12	0	0	0	26,629	33,641	0	60,271
AAIC	GPPAPF6055733-03	01/01/2017	01/01/2018	7	0	0	0	0	219	0	219
AAIC	GPPAPF6055733-04	01/01/2018	01/01/2019	16	3	5,150	8,664	8,913	2,287	(7,086)	17,927 *
AAIC	GPPAPF6055733-05	01/01/2019	01/01/2020	15	1	0	0	41,068	1,129	(11,187)	31,010
NUFIC	GPNUF0000056-00	01/01/2020	01/01/2021	5	2	5,500	0	1,903	0	0	7,403
Portfolio Totals:				75	6	10,650	8,664	121,784	62,346	(27,075)	176,368
Grand Totals:				75	6	10,650	8,664	121,784	62,346	(27,075)	176,368

AAIC American Alternative Insurance Corporation
NUFIC National Union Fire Insurance Company of Pittsburgh Pa.

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Coverage	Loss Date	Loss Reported Date	Carrier	Expense Reserve	Paid Losses	Paid Expenses	Recoveries	Total Incurred
	Description of Accident/Loss	Claim Number	Closed Date	Loss Reserve				
AUTO LIABILITY								
01/08/2015	01/20/2015	NJPF215010913	05/19/2015	American Alternative Insurance Corporation				
	INSURED VEHICLE REAR-ENDED CLAIMANT VEHICLE AT STOP LIGHT.			0	0	4,461	151	0
	ACCIDENT LOCATION: HAMILTON TOWNSHIP, NJ							
	AUTO: 2008 FORD ESCAPE HYBRID (class: 7398)			VIN: 1FMCU59H58KC13660				
								INSURED DRIVER'S NAME: HICKS MARK
02/26/2015	03/26/2015	NJPF215040009	04/21/2015	American Alternative Insurance Corporation				
	INSD VEH SLID ON SNOW COVERED ROAD AND STRUCK AN ABANDONED HOUSE.			0	0	0	0	0
	ACCIDENT LOCATION: ATLANTIC CITY, NJ							
	AUTO: 2003 FORD P/U (class: 01499)			VIN: 3FTNF21L83MB0825				
07/06/2015	07/22/2015	NJPF215080069	10/06/2015	American Alternative Insurance Corporation				
	INSD VEH FORCED OF ROAD BY CLMNT INSD STRUCK CURB AND TRAFFIC SIGNAL.			0	0	0	0	0
	ACCIDENT LOCATION: ATLANTIC CITY, NJ							
	AUTO: 2013 FORD F150 (class: 01499)			VIN: 1FTMF1EM3DKE72284				
								INSURED DRIVER'S NAME: ELLUD BELLO JR
09/15/2015	10/14/2015	NJPF215100645	05/10/2016	American Alternative Insurance Corporation				
	INSD VEH BACKED INTO PARKED/UNOCCUPIED CLMT VEH			0	0	767	181	0
	ACCIDENT LOCATION: ATLANTIC CITY, NJ							
	AUTO: 2004 GMC F119 (class: 01499)			VIN: 1GTEC14X04Z296827				
								INSURED DRIVER'S NAME: THOMAS JR ELIAS
02/16/2016	03/03/2016	NJPF216030306	06/22/2016	American Alternative Insurance Corporation				
	CLMT VEH BEHIND INSD VEH AT STOP SIGN INSD VEH MOVED FORWARD THEN BACKED INTO CLMT VEH			0	0	0	0	0
	ACCIDENT LOCATION: VINTEN, NJ							
	AUTO: 2004 FORD F250 (class: 01499)			VIN: 1FNDF21L14ED36530				
12/02/2016	03/02/2017	NJPF217030185	05/03/2017	American Alternative Insurance Corporation				
	INSD VEH STOPPED AT LIGHT CLMT TURNED TOO WIDE AND STRUCK INSD.			0	0	500	0	0
	ACCIDENT LOCATION: WASHINGTON TOWNSHIP, NJ							
	AUTO: 2002 FORD EXPLORER (class: 7398)			VIN: 1FMZU73EX2UA60564				
								INSURED DRIVER'S NAME: ANTHONY PALOMBI
01/05/2018	01/19/2018	NJPF218011160	04/05/2018	American Alternative Insurance Corporation				
	INSD VEH MAKING RIGHT TURN AND STRUCK CLAIMANT IN RIGHT LANE ON SNOW COVERED ROADWAY.			0	0	0	0	0
	ACCIDENT LOCATION: ATLANTIC CITY, NJ							
	AUTO: 2017 FORD DUMP TRUCK (class: 31499)			VIN: 1FDRF3H61HDA02498				
07/24/2018	08/01/2018	NJPF18080062	08/02/2018	American Alternative Insurance Corporation				
	Insd veh collided with clmt veh			0	0	0	0	0
	ACCIDENT LOCATION: Atlantic City, NJ							
	AUTO: 2008 FORD ESCAPE HYBRID (class: 7398)			VIN: 1FMCU59H98KC13659				
								INSURED DRIVER'S NAME: Bill Stanley
12/05/2018	01/17/2019	NJPF19010695	Open	American Alternative Insurance Corporation				
	Not Disclosed			0	0	0	0	0
	ACCIDENT LOCATION: Atlantic City, NJ							
	AUTO: 2004 FORD F250 (class: 01499)			VIN: 1FNDF21L14ED36530				
04/18/2019	04/24/2019	NJPF19040996	06/25/2019	American Alternative Insurance Corporation				
	Claimant ran red light and struck the insured vehicle			0	0	0	0	0
	ACCIDENT LOCATION: ATLANTIC CITY, NJ							

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Glatfelter Underwriting Services
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Coverage	Loss Date	Loss Reported Date	Carrier		Loss Reserve	Expense Reserve	Paid Losses	Paid Expenses	Recoveries	Total Incurred
	Description of Accident/Loss	Claim Number	Closed Date							
AUTO: 2009 FORD ESCAPE HYBRID (class: 7398)				VIN: 1FMCU49349KB08558			INSURED DRIVER'S NAME: Dale Archie			
10/09/2019	10/16/2019	NJPF19100667	12/12/2019	American Alternative Insurance Corporation	0	0	4,626	39	(53)	4,612
Insured vehicle backed into claimant vehicle										
ACCIDENT LOCATION: Atlantic City, NJ										
AUTO: 2014 FORD F150 (class: 01499)				VIN: 1FTMF1EMXEKF79656			INSURED DRIVER'S NAME: Robert DeGeorge			
AUTO LIABILITY Totals:					0	0	10,354	371	(53)	10,672
AUTO PHYSICAL DAMAGE										
01/08/2015	01/20/2015	NJPF215010913	01/30/2015	American Alternative Insurance Corporation	0	0	1,831	0	0	1,831
INSURED VEHICLE REAR-ENDED CLAIMANT VEHICLE AT STOP LIGHT.										
ACCIDENT LOCATION: HAMILTON TOWNSHIP, NJ										
AUTO: 2008 FORD ESCAPE HYBRID (class: 7398)				VIN: 1FMCU59H58KC13660			INSURED DRIVER'S NAME: HICKS MARK			
02/26/2015	03/26/2015	NJPF215040009	04/16/2015	American Alternative Insurance Corporation	0	0	4,519	0	0	4,519
INSD VEH SLID ON SNOW COVERED ROAD AND STRUCK AN ABANDONED HOUSE.										
ACCIDENT LOCATION: ATLANTIC CITY, NJ										
AUTO: 2003 FORD P/U (class: 01499)				VIN: 3FTNF21L83MB0825						
07/06/2015	07/22/2015	NJPF215080069	08/06/2015	American Alternative Insurance Corporation	0	0	8,802	0	(8,802)	0
INSD VEH FORCED OF ROAD BY CLMNT INSD STRUCK CURB AND TRAFFIC SIGNAL.										
ACCIDENT LOCATION: ATLANTIC CITY, NJ										
AUTO: 2013 FORD F150 (class: 01499)				VIN: 1FTMF1EM3DKE72284			INSURED DRIVER'S NAME: ELLUD BELLO JR			
09/15/2015	10/14/2015	NJPF215100645	10/15/2015	American Alternative Insurance Corporation	0	0	0	0	0	0
INSD VEH BACKED INTO PARKED/UNOCCUPIED CLMT VEH										
ACCIDENT LOCATION: ATLANTIC CITY, NJ										
AUTO: 2004 GMC F119 (class: 01499)				VIN: 1GTEC14X04Z296827			INSURED DRIVER'S NAME: THOMAS JR ELIAS			
02/16/2016	03/03/2016	NJPF216030306	03/28/2016	American Alternative Insurance Corporation	0	0	0	0	0	0
CLMT VEH BEHIND INSD VEH AT STOP SIGN INSD VEH MOVED FORWARD THEN BACKED INTO CLMT VEH										
ACCIDENT LOCATION: VINTEN, NJ										
AUTO: 2004 FORD F250 (class: 01499)				VIN: 1FNDF21L14ED36530						
12/02/2016	03/02/2017	NJPF217030185	03/07/2017	American Alternative Insurance Corporation	0	0	674	0	0	674
INSD VEH STOPPED AT LIGHT CLMT TURNED TOO WIDE AND STRUCK INSD.										
ACCIDENT LOCATION: WASHINGTON TOWNSHIP, NJ										
AUTO: 2002 FORD EXPLORER (class: 7398)				VIN: 1FMZU73EX2UA60564			INSURED DRIVER'S NAME: ANTHONY PALOMBI			
01/05/2018	01/19/2018	NJPF218011160	01/22/2018	American Alternative Insurance Corporation	0	0	1,820	0	0	1,820
INSD VEH MAKING RIGHT TURN AND STRUCK CLAIMANT IN RIGHT LANE ON SNOW COVERED ROADWAY.										
ACCIDENT LOCATION: ATLANTIC CITY, NJ										
AUTO: 2017 FORD DUMP TRUCK (class: 31499)				VIN: 1FDRF3H61HDA02498						
07/24/2018	08/01/2018	NJPF18080062	08/16/2018	American Alternative Insurance Corporation	0	0	7,093	0	(7,086)	7
Insd veh collided with clmt veh										
ACCIDENT LOCATION: Atlantic City, NJ										
AUTO: 2008 FORD ESCAPE HYBRID (class: 7398)				VIN: 1FMCU59H98KC13659			INSURED DRIVER'S NAME: Bill Stanley			

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Glatfelter Underwriting Services
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Coverage	Loss Date	Loss Reported Date	Carrier	Loss Reserve	Expense Reserve	Paid Losses	Paid Expenses	Recoveries	Total Incurred
	Description of Accident/Loss	Claim Number	Closed Date						
	12/05/2018	01/09/2019	NJPF19010346	01/16/2019	American Alternative Insurance Corporation				
	The claimant vehicle sldd due to snow and ice and struck insured parked vehicle.			0	0	0	0	0	0
	ACCIDENT LOCATION: Atlantic City, NJ								
	AUTO: 2004 FORD F250 (class: 01499)								
					VIN: 1FNDF21L14ED36530				
	01/31/2019	02/06/2019	NJPF19020231	02/12/2019	American Alternative Insurance Corporation				
	Insd veh struck Insd veh			0	0	1,948	0	0	1,948
	ACCIDENT LOCATION: ATLANTIC CITY, NJ								
	AUTO: 2011 FORD F250 (class: 01499)				VIN: 1FTBF26B61BEB32632				
	04/18/2019	04/24/2019	NJPF19040996	05/22/2019	American Alternative Insurance Corporation				
	Claimant ran red light and struck the insured vehicle			0	0	6,142	0	(6,134)	7
	ACCIDENT LOCATION: ATLANTIC CITY, NJ								
	AUTO: 2009 FORD ESCAPE HYBRID (class: 7398)				VIN: 1FMCU49349KB08558				
	10/09/2019	10/16/2019	NJPF19100667	10/30/2019	American Alternative Insurance Corporation				
	Insured vehicle backed into claimant vehicle			0	0	0	0	0	0
	ACCIDENT LOCATION: Atlantic City, NJ								
	AUTO: 2014 FORD F150 (class: 01499)				VIN: 1FTMF1EMXEKF79656				
	12/16/2019	12/18/2019	NJPF19120768	01/02/2020	American Alternative Insurance Corporation				
	Insured vehicle struck a pole			0	0	3,353	0	0	3,353
	ACCIDENT LOCATION: Northfield, NJ								
	AUTO: 2019 FORD F250 PICKU (class: 01499)				VIN: 1FD7X2B69KEG09872				
	05/21/2020	05/23/2020	NJPF20050686	06/18/2020	National Union Fire Insurance Company of Pittsburgh Pa.				
	Insured vehicle struck by unknown vehicle			0	0	951	0	0	951
	ACCIDENT LOCATION: ATLANTIC CITY, NJ								
	AUTO: 2019 FORD F250 TRUCK (class: 01499)				VIN: 1FD7X2B62KEG53678				
	06/12/2020	06/12/2020	NJPF20060510	07/09/2020	National Union Fire Insurance Company of Pittsburgh Pa.				
	Insured vehicle struck by unknown vehicle which fled scene.			0	0	952	0	0	952
	ACCIDENT LOCATION: Atlantic City, NJ								
	AUTO: 2019 FORD TRANSIT VA (class: 01499)				VIN: NMOL57E23K1395425				
						38,085	0	(22,022)	16,063
AUTO PHYSICAL DAMAGE Totals:									
GENERAL LIABILITY									
	01/09/2015	02/24/2015	NJPF215021336	05/30/2017	American Alternative Insurance Corporation				
	CLMT SLIPPED AND FELL ON UNEVEN SIDEWALK			0	0	0	1,393	0	1,393
	ACCIDENT LOCATION: ATLANTIC CITY, NJ								
	01/09/2015	05/11/2015	NJPF215050593	07/21/2015	American Alternative Insurance Corporation				
	CLMT STATING BASEMENT DAMAGE FROM WATER WHEN CURB SHUT OFF			0	0	0	1,088	0	1,088
	NOT COMPLETELY TURNED OFF								
	ACCIDENT LOCATION: ATLANTIC CITY, NJ								
	03/25/2015	05/05/2015	NJPF215050395	12/03/2015	American Alternative Insurance Corporation				
	CLMNT PROPERTY DAMAGED WHEN INSD WAS WORKING			0	0	0	0	0	0
	ACCIDENT LOCATION: ATLANTIC CITY, NJ								
	05/19/2015	09/15/2015	NJPF215090776	04/08/2016	American Alternative Insurance Corporation				
	CLAIMANT SLIPPED AND FELL INTO MANHOLE			0	0	0	0	0	0
	ACCIDENT LOCATION: ATLANTIC CITY, NJ								

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Coverage									
Loss Date	Loss Reported Date	Carrier							
Description of Accident/Loss	Claim Number	Closed Date	Loss Reserve	Expense Reserve	Paid Losses	Paid Expenses	Recoveries	Total Incurred	
06/03/2015	06/29/2015	NJPF215070100	09/03/2015	American Alternative Insurance Corporation					
CLMT PROPERTY DAMAGED AFTER WATER METER REPLACED ACCIDENT LOCATION: MOORESTOWN, NJ			0	0	391	0	0	391	
07/18/2015	09/09/2015	NJPF215090537	05/16/2017	American Alternative Insurance Corporation					
CLT FELL IN ROADWAY- CAUSING A SLIP AND FALL INTO AN OPEN WATER METER HOLE. INSURED DOES NOT OWN MAINTAIN OR CONTROL THE ROADWAY. ACCIDENT LOCATION: ATLANTIC CITY, NJ			0	0	0	8,341	0	8,341	
07/29/2015	08/31/2015	NJPF215090153	04/05/2016	American Alternative Insurance Corporation					
CLMT FELL THROUGH MANHOLE COVER ON SIDEWALK ACCIDENT LOCATION: ATLANTIC CITY, NJ			0	0	0	0	0	0	
08/10/2015	10/05/2015	NJPF215100267	05/20/2016	American Alternative Insurance Corporation					
WATER METER COVER CAUSED INJURY TO CLAIMANT ACCIDENT LOCATION: ATLANTIC CITY, NJ			0	0	0	0	0	0	
08/12/2015	09/15/2015	NJPF215090773	08/03/2017	American Alternative Insurance Corporation					
METER COVER ALLEGEDLY FLIPPED OUT OF HOUSING CAUSING CLAIMANT'S LEG TO GO INTO THE HOLE ACCIDENT LOCATION: ATLANTIC CITY, NJ			0	0	10,000	0	0	10,000	
08/21/2015	08/31/2015	NJPF215090159	11/24/2015	American Alternative Insurance Corporation					
CLMT ALLEGES WATER MAIN BREAK CAUSED A POTHOLE IN THE ROADWAY AND DAMAGES TO CLMT VEH. ACCIDENT LOCATION: ATLANTIC CITY, NJ			0	0	0	0	0	0	
09/08/2015	10/23/2015	NJPF215110029	10/12/2016	American Alternative Insurance Corporation					
CLMT TRIPPED AND FELL IN A POT HOLE SURROUNDING WATER CAP ACCIDENT LOCATION: ATLANTIC CITY, NJ			0	0	0	0	0	0	
10/05/2015	10/26/2015	NJPF215110342	12/08/2017	American Alternative Insurance Corporation					
CLMT FELL IN AN OPEN MANHOLE THAT IS OWNED AND MAINTAINED BY THE INSURED CAUSING INJURIES. ACCIDENT LOCATION: ATLANTIC CITY, NJ			0	0	12,500	13,916	0	26,416	
01/10/2016	04/19/2016	NJPF216040943	04/13/2018	American Alternative Insurance Corporation					
CLMT SLIPPED AND FELL ON DEFECTIVE SIDEWALK OUR INSURED DOES NOT OWN MAINTAIN AND OR CONTROL THE SIDEWALK ACCIDENT LOCATION: ATLANTIC CITY, NJ			0	0	0	928	0	928	
02/09/2016	04/19/2016	NJPF216040951	05/31/2016	American Alternative Insurance Corporation					
CLMT STATES A SLIP & FALL DUE TO UNCOVERED SEWER HOLE ACCIDENT LOCATION: ATLANTIC CITY, NJ			0	0	0	0	0	0	
05/08/2016	07/18/2016	NJPF216070896	10/25/2016	American Alternative Insurance Corporation					
CLAIMANT SLIPPED AND FELL ON CRACKED SIDEWALK. OUR INSURED DOES NOT OWN MAINTAIN OR CONTROL THE SIDEWALK ACCIDENT LOCATION: ATLANTIC CITY, NJ			0	0	0	0	0	0	
06/25/2016	09/06/2016	NJPF216090434	01/27/2017	American Alternative Insurance Corporation					
INSD REPLACED CLMT WATER METER CAUSED SEDIMENT BUILDUP/LOW PRESSURE IN CLMT FAUCET ACCIDENT LOCATION: ATLANTIC CITY, NJ			0	0	455	0	0	455	

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Description of Accident/Loss	Claim Number	Closed Date							
08/31/2016 11/07/2016 NJPF216110531 12/02/2016 American Alternative Insurance Corporation CLMNT TRIPPED AND FELL ON SIDEWALK ACCIDENT LOCATION: ATLANTIC CITY, NJ				0	0	0	0	0	0
09/29/2016 10/05/2018 NJPF18100362 01/15/2020 American Alternative Insurance Corporation The plaintiff was standing on the sidewalk abutting the vacant commercial building and premises of 1410 Adriatic Ave Atlantic City NJ waiting for her daughter at the end of the school day. Her left foot and leg went into a deep hole causing her to fall resulting in serious and permanent injuries to her left knee hip and lower back. ACCIDENT LOCATION: Atlantic City, NJ				0	0	0	14,633	0	14,633
12/03/2016 01/25/2017 NJPF217020024 10/09/2019 American Alternative Insurance Corporation CLMNT'S FOOT GOT CAUGHT IN WATER METER SHUT OFF VALVE WHERE THE CAP WAS MISSING ACCIDENT LOCATION: ATLANTIC, NJ				0	0	25,000	18,081	0	43,081
03/17/2017 04/19/2017 NJPF217040976 06/01/2017 American Alternative Insurance Corporation CLAIMANT RIDING BICYCLE AND FELL INTO AN OPEN MANHOLE ACCIDENT LOCATION: ATLANTIC CITY, NJ				0	0	0	0	0	0
03/30/2017 05/18/2017 NJPF217050867 07/21/2017 American Alternative Insurance Corporation CLAIMANT SEEKING PAYMENT FROM INSD FOR REPAIR WORK CAUSED BY INSD LEAKING WATER METER ACCIDENT LOCATION: ATLANTIC CITY, NJ				0	0	0	0	0	0
06/23/2017 09/07/2017 NJPF217090509 03/12/2018 American Alternative Insurance Corporation CLAIMANT FELL INTO WATER MAIN ACCIDENT LOCATION: ATLANTIC CITY, NJ				0	0	0	219	0	219
07/20/2017 09/05/2017 NJPF217090415 09/27/2017 American Alternative Insurance Corporation CLAIMANT VEH DAMAGED BY INSD ACCIDENT LOCATION: ATLANTIC CITY, NJ				0	0	0	0	0	0
07/29/2017 09/07/2017 NJPF217090502 11/30/2017 American Alternative Insurance Corporation CLMT FELL INTO OPEN MANHOLE WHEN WALKING ACCIDENT LOCATION: ATLANTIC CITY, NJ				0	0	0	0	0	0
09/12/2017 10/17/2017 NJPF217100908 11/14/2017 American Alternative Insurance Corporation CLAIMANT VEH DAMAGED BY EXPOSED WATER VALVE BOX IN ROADWAY ACCIDENT LOCATION: ATLANTIC CITY, NJ				0	0	0	0	0	0
11/25/2017 02/10/2018 NJPF218020717 04/09/2018 American Alternative Insurance Corporation CLMT FELL IN OPEN MAN HOLE COVER ACCIDENT LOCATION: ATLANTIC CITY, NJ				0	0	0	0	0	0
01/09/2018 01/15/2018 NJPF218010957 05/29/2018 American Alternative Insurance Corporation CLAIMANT ALLEGES DAMAGE TO STORE FROM INSUREDD NOT TURNING OFF WATER VALVE ACCIDENT LOCATION: ATLANTIC CITY, NJ				0	0	0	512	0	512
07/14/2018 09/06/2018 NJPF18090211 11/16/2018 American Alternative Insurance Corporation Claimant stepped on broken manhole cover and was injured ACCIDENT LOCATION: Atlantic City, NJ				0	0	0	0	0	0
07/28/2018 09/19/2018 NJPF18090891 Open American Alternative Insurance Corporation									

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Coverage	Loss Date	Loss Reported Date	Carrier	Loss Reserve	Expense Reserve	Paid Losses	Paid Expenses	Recoveries	Total Incurred
	Description of Accident/Loss	Claim Number	Closed Date						
	Plaintiff alleges she was walking from her car into her home located at 1508 N. Arkansas Ave Atlantic City NJ. As she stepped up onto the sidewalk curb the ground started caving in and the water meter lid flipped back and forth which caused her to fall. Because the water meter lid was not secured properly the plaintiff sustained injuries to her low back right leg and right knee. ACCIDENT LOCATION: Atlantic City, NJ			5,000	8,664	0	1,337	0	15,000
09/13/2018	12/04/2018	NJPF18120118	04/03/2019	American Alternative Insurance Corporation					
	Claimant fell on sidewalk ACCIDENT LOCATION: Atlantic City, NJ			0	0	0	438	0	438
10/24/2018	06/24/2020	NJPF20060838	Open	American Alternative Insurance Corporation					
	Claimant fell where insured had been working ACCIDENT LOCATION: Atlantic City, NJ			150	0	0	0	0	150
10/25/2018	01/29/2019	NJPF19011153	04/16/2019	American Alternative Insurance Corporation					
	Claimant tripped and fell on sidewalk ACCIDENT LOCATION: Atlantic City, NJ			0	0	0	0	0	0
10/29/2018	11/02/2018	NJPF18110089	11/06/2018	American Alternative Insurance Corporation					
	Claimant tripped and fell over sewer cover ACCIDENT LOCATION: ATLANTIC CITY, NJ			0	0	0	0	0	0
04/22/2019	05/21/2019	NJPF19050838	10/22/2019	American Alternative Insurance Corporation					
	Slip and Fall due to loose manhole cover ACCIDENT LOCATION: Atlantic City, NJ			0	0	0	0	0	0
05/24/2019	07/15/2019	NJPF19070560	01/29/2020	American Alternative Insurance Corporation					
	Clmt fell on loose manhole cover ACCIDENT LOCATION: ATLANTIC CITY, NJ			0	0	0	709	0	709
05/27/2019	07/10/2019	NJPF19070399	08/16/2019	American Alternative Insurance Corporation					
	Clmt fell on loose manhole cover ACCIDENT LOCATION: ATLANTIC CITY, NJ			0	0	0	288	0	288
08/20/2019	11/07/2019	NJPF19110250	12/17/2019	American Alternative Insurance Corporation					
	The claimant alleges a trip and fall on the sidewalk due to a defect. ACCIDENT LOCATION: ATLANTIC CITY, NJ			0	0	0	0	0	0
08/22/2019	09/10/2019	NJPF19090367	02/04/2020	American Alternative Insurance Corporation					
	Claimant injured on insured property ACCIDENT LOCATION: Atlantic City, NJ			0	0	0	93	0	93
07/29/2020	08/28/2020	NJPF20090011	Open	National Union Fire Insurance Company of Pittsburgh Pa.					
	Claimant on bicycle struck by vehicle at insured work project location ACCIDENT LOCATION: Atlantic City, NJ			5,000	0	0	0	0	5,000
GENERAL LIABILITY Totals:				10,150	8,664	48,346	81,976	0	129,134
MANAGEMENT LIABILITY									
05/07/2020	05/13/2020	NJPF20050360	Open	National Union Fire Insurance Company of Pittsburgh Pa.					
	Claimant alleges a hostile work environment ACCIDENT LOCATION: Atlantic City, NJ			500	0	0	0	0	500
MANAGEMENT LIABILITY Totals:				500	0	0	0	0	500
NO FAULT									

NOTE: This report contains proprietary and confidential information that should not be disclosed to any person(s) other than the agent of record or to the first named insured listed above.
* Totals do not reflect any non-disclosed items.

PC-LE07-E

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY
PO BOX 117
ATLANTIC CITY, NJ 08401-0000

Glatfelter Underwriting Services
Customer Detail Loss Experience
Sorted by Coverage Type & Loss Date
Claims Valued as of Wednesday, September 09, 2020
Including 5 Years of History from claim registration and policy inception

Page 7
U203/S203
C46151

Coverage									
Loss Date	Loss Reported Date	Carrier							
Description of Accident/Loss	Claim Number	Closed Date	Loss Reserve	Expense Reserve	Paid Losses	Paid Expenses	Recoveries	Total Incurred	
12/02/2016	03/02/2017	NJPF217030185	03/15/2017	American Alternative Insurance Corporation					
INSD VEH STOPPED AT LIGHT CLMT TURNED TOO WIDE AND STRUCK			0	0	0	0	0		0
INSD.									
ACCIDENT LOCATION: WASHINGTON TOWNSHIP, NJ									
AUTO: 2002 FORD EXPLORER (class: 7398)		VIN: 1FMZU73EX2UA60564						INSURED DRIVER'S NAME: ANTHONY PALOMBI	
NO FAULT Totals:			0	0	0	0	0		0
PORTABLE EQUIPMENT/INLAND MARINE									
08/23/2019	08/24/2019	NJPF19080985	09/05/2019	American Alternative Insurance Corporation					
Tools and Equipment - Damage to Leak Detector Due to Motor Vehicle Collision			0	0	25,000	0	(5,000)		20,000
ACCIDENT LOCATION: ATLANTIC CITY, NJ									
PORTABLE EQUIPMENT/INLAND MARINE Totals:			0	0	25,000	0	(5,000)		20,000
Grand Totals:			10,650	8,664	121,784	62,347	(27,075)		175,368

NOTE: This report contains proprietary and confidential information that should not be disclosed to any person(s) other than the agent of record or to the first named insured listed above.
* Totals do not reflect any non-disclosed items.

PC-LE07-E

SUMMARY OF SYNOPSIS OF AUDIT REPORT FOR PUBLICATION
ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY
(A COMPONENT UNIT OF THE CITY OF ATLANTIC CITY)

STATEMENTS OF NET POSITION

	December 31,	
	2019	2018
Assets		
Current Assets		
Cash and Cash Equivalents	\$ 2,024,034	\$ 1,649,152
Accounts receivable, net	812,878	1,016,367
Investments	14,446,472	11,518,989
Inventories	397,579	342,281
Prepaid expenses	58,170	58,026
Accrued interest receivable	61,896	90,280
Total Current Assets	<u>17,801,030</u>	<u>14,675,095</u>
Non Current Assets		
Restricted Assets		
Investments	2,804,494	2,805,283
Receivable - NJIB	3,488	16,260
Total Restricted Assets	<u>2,807,982</u>	<u>2,821,543</u>
Capital Assets		
Land and land improvements	1,811,009	1,811,009
Construction-in-progress	289,999	1,583,408
Other capital assets, net of depreciation	47,060,633	46,086,661
	<u>49,161,640</u>	<u>49,481,078</u>
Total Assets	<u>\$ 69,770,652</u>	<u>\$ 66,977,716</u>
DEFERRED OUTFLOWS OF RESOURCES:		
Loss on refunding of long-term debt	\$ 82,580	\$ 91,397
Related to pensions	1,393,648	2,208,916
Related to other post-employment benefit	1,727,267	1,959,903
Total Deferred Outflows of Resources	<u>\$ 3,203,495</u>	<u>\$ 4,260,216</u>

**ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY
(A COMPONENT UNIT OF THE CITY OF ATLANTIC CITY)**

STATEMENTS OF NET POSITION (CONTINUED)

	December 31,	
	2019	2018
Liabilities and Net Position		
Current liabilities payable from unrestricted assets		
Accounts payable	\$ 615,117	\$ 540,247
Employer pension contributions payable	438,394	432,950
Accrued payroll and payroll liabilities	49,424	187,159
Prepaid user charges	44,218	138,874
Unearned revenue	935,975	851,437
Total current liabilities payable from unrestricted assets	<u>2,083,127</u>	<u>2,150,667</u>
Current liabilities payable from restricted assets		
Accrued interest payable	38,792	44,395
Current portion of long-term debt	1,359,301	1,325,579
Total current liabilities payable from restricted assets	<u>1,398,092</u>	<u>1,369,974</u>
Noncurrent liabilities		
Compensated absences	375,600	325,778
Long-term debt, net of current portion	8,274,289	9,633,589
Net pension liability	7,684,107	8,570,190
Net OPEB liability	13,687,628	16,942,821
Total Noncurrent Liabilities	<u>30,021,624</u>	<u>35,472,378</u>
Total Liabilities	<u>33,502,843</u>	<u>38,993,019</u>
DEFERRED INFLOWS OF RESOURCES		
Related to pensions	4,856,546	5,380,197
Related to other post-employment benefit	11,471,777	9,175,452
	<u>16,328,323</u>	<u>14,555,649</u>
Net Position (Deficit)		
Net investment in capital assets	39,575,327	38,585,170
Restricted for capital projects and debt service	2,804,494	2,805,283
Unrestricted (Deficit)	(19,236,840)	(23,701,189)
Total Net Position	<u>\$ 23,142,981</u>	<u>\$ 17,689,264</u>

ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY
(A COMPONENT UNIT OF THE CITY OF ATLANTIC CITY)

STATEMENTS REVENUES, EXPENSES AND CHANGES IN NET POSITION

	Years Ended December 31,	
	2019	2018
Operating Revenues		
User charges	\$ 17,290,961	\$ 15,563,274
Rental income	2,500	2,500
Miscellaneous	63,530	50,804
Total Operating Revenues	<u>17,356,991</u>	<u>15,616,578</u>
Operating Expenses		
Cost of providing services	6,444,456	7,351,518
General and administrative	2,717,501	2,667,361
Depreciation	2,810,742	2,748,844
	<u>11,972,699</u>	<u>12,767,723</u>
Operating Income	<u>5,384,292</u>	<u>2,848,855</u>
Non-Operating Revenues (Expenses), Net		
Connection fee	36,977	61,571
Investment income	322,115	236,204
Bond interest	(317,282)	(350,432)
Net change in fair value of investments	-	(34,159)
Gain on disposal of assets	27,615	4,989
	<u>69,425</u>	<u>(81,827)</u>
Changes in net position	5,453,717	2,767,028
Net position, beginning of year	17,689,264	39,047,117
Cumulative effect of adoption of GASB 75	-	(24,124,881)
Net position, end of year	<u>\$ 23,142,981</u>	<u>\$ 17,689,264</u>

See notes to financial statements.

**ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY
(A COMPONENT UNIT OF THE CITY OF ATLANTIC CITY)**

SCHEDULE OF CURRENT YEAR FINDINGS AND RECOMMENDATIONS
Year Ended December 31, 2019

None reported.

**ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY
(A COMPONENT UNIT OF THE CITY OF ATLANTIC CITY)**

SUMMARY SCHEDULE OF PRIOR YEAR AUDIT FINDINGS
Year Ended December 31, 2019

None reported.

ARTICLE IV SERVICES TO BE PROVIDED

4.1 REVIEW OF REPORTS

The Acting Executive Director of the Atlantic City Municipal Utilities Authority shall review all information submitted by the Consultant in this regard and provided direction within a reasonable period of time of the receipt of submittal.

4.2 PAYMENT TO CONSULTANT AND CONTRACTOR

The Consultant shall prepare all MUA vouchers for payment to the Consultant. Fees shall be submitted as designated in Section Article VI.

ARTICLE V TIME SCHEDULE AND LIQUIDATION DAMAGES

5.1 TIME SCHEDULE

The following time schedule shall be adhered to in the performance of all professional consulting services intended under this contract:

A. Property and General Liability Insurance:

- a. Insurance coverage shall commence January 1, 2021 at 12:01 AM.
- b. Binders shall be delivered to the Acting Executive Director prior to January 1, 2021.

B. Public Officials Liability Insurance:

- a. Insurance coverage shall commence January 1, 2021 at 12:01 AM.
- b. Binders shall be delivered to the Acting Executive Director prior to January 1, 2021.

C. Cyber Liability and Information Security Insurance:

- a. Insurance coverage shall commence January 1, 2021 at 12:01 AM.
- b. Binders shall be delivered to the Acting Executive Director prior to January 1, 2021.

ARTICLE VI COMPENSATION AND PAYMENT

6.1 FINANCIAL RECORDS

The Consultant shall maintain books, records, documents and other evidence and accounting procedures and practices sufficient to reflect properly all direct and indirect costs, of whatever nature, claimed to have been incurred and anticipated to be incurred for the performance of this contract until the expiration of three (3) years from the date of final payment under this contract. The system of accounting will be in accordance with generally accepted accounting principals and practices and shall be consistently applied.

The Consultant shall permit the authorized representatives of the MUA and other affected governmental agencies to inspect and audit all books, records, documents and other supporting data and documentation relating to its performance under the contract. These rights of audit shall extend for a period of three (3) years following final payment under this contract.

In the event the funds paid to the Consultant under this contract are subsequently properly disallowed by the MUA because of accounting errors or charges not in conformity with this contract, the Consultant shall refund such disallowed amount to the MUA promptly.

If the contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

Records which relate to appeals, litigation or the settlement of claims arising out of the performance of this contract, or costs and expense of this contract to which exception has been taken by the MUA, or by any of its duly authorized representatives, shall be retained until the expiration of three (3) years from the date of final payment under this contract or until such appeals, litigations, claims or exceptions have been disposed of, whichever occurs later.

6.2 CONTRACT CEILING:

Regardless of the method of compensation, the total compensation to be paid to the Consultant by the MUA on account of this project as provided herein, shall not exceed the amount of the approved contract.

Changes issued by the MUA pursuant to the Scope of Services shall not constitute authorization by the MUA to exceed the contract ceiling except to the extent that provisions to such affect are set forth in said changes. In the event the actual costs of the

professional services overrun the contract ceiling as a result of the Consultant's deviations from the Scope of Services, which deviations are not directed or authorized in writing by the MUA, the Consultant will absorb for its own account, one hundred (100%) per cent of the amount of said overrun.

6.3 METHOD OF COMPENSATION - PROPERTY & GENERAL LIABILITY:

For the performance of this contract, the MUA shall compensate the consultant according to the following schedule:

A. PREMIUM SUMMARY INSURANCE: 1/1/21 12:01AM to 1/1/22 12:01AM

Property/Boiler and Machinery	_____.
Carrier _____	_____.
Commercial General Liability	_____.
Carrier _____	_____.
Contractors Equipment	_____.
Carrier _____	_____.
Commercial Crime	_____.
Carrier _____	_____.
Commerical Automobile	_____.
Carrier _____	_____.
Commercial Umbrella	_____.
Carrier _____	_____.
Commercial Flood	_____.
Carrier _____	_____.
Assessments and Fees	_____.
 TOTAL	 _____.

Where an arithmetic error occurs, the sum of the itemized premium shall govern.

B. PAYMENT SCHEDULE: 1/1/21 12:01AM to 1/1/22 12:01AM

The consultant shall submit his invoice to the MUA's Comptroller, and it shall be due and payable by the MUA, conditionally pending audit review, prior to the end of the following month.

Signature: _____.

6.4 METHOD OF COMPENSATION - PUBLIC OFFICIALS LIABILITY:

For the performance of this contract, the MUA shall compensate the Consultant according to the following schedule:

A. PUBLIC OFFICIAL LIABILITY INS.: 1/1/21 12:01AM to 1/1/22 12:01AM

Premium _____.

Policy Fees _____.

Total Premium _____.

Where an arithmetic error occurs, the sum of the itemized premium shall govern.

B. PAYMENT SCHEDULE: 1/1/21 12:01AM to 1/1/22 12:01AM

The Consultant shall submit his invoice to the MUA's Comptroller, and it shall be due and payable by the MUA, conditionally pending audit review, prior to the end of the following month.

Signature: _____.

6.5 METHOD OF COMPENSATION – CYBER LIABILITY AND INFORMATION SECURITY:

For the performance of this contract, the MUA shall compensate the Consultant according to the following schedule:

A. CYBER LIABILITY AND INFORMATION SECURITY INS.: 1/1/21 12:01AM to 1/1/22 12:01AM

Premium	_____.
Policy Fees	_____.
Total Premium	_____.

Where an arithmetic error occurs, the sum of the itemized premium shall govern.

B. PAYMENT SCHEDULE: 1/1/21 12:01AM to 1/1/22 12:01AM

The Consultant shall submit his invoice to the MUA's Comptroller, and it shall be due and payable by the MUA, conditionally pending audit review, prior to the end of the following month.

Signature: _____.

ARTICLE VII CONSULTANT FIRM INFORMATION

PROJECT _____ DATE: _____.

7.1 FIRM NAME: _____.

Mailing address: _____.

Telephone Number: _____.

If incorporated, under what State Laws: _____.

7.2 CONSULTANT'S AUTHORIZED REPRESENTATIVE TO BE ASSIGNED TO
THIS PROJECT

Name: _____.

Title: _____.

CORPORATE/PARTNERSHIP DISCLOSURE STATEMENT

CONTRACTOR SHALL SIGN AND COMPLETE THIS FORM AND SUBMIT IT WITH PROPOSAL

ALL CONTRACTORS SHALL READ AND COMPLETE THIS STATEMENT WHERE APPLICABLE, REGARDLESS OF WHETHER BIDDER IS CORPORATION, PARTNERSHIP OR SOLE PROPRIETOR.

Chapter 33 of the Public Laws of 1977 (N.J.S.A. 52:25-24.2) provides in pertinent part that no partnership or corporation shall be awarded any State, County, Municipal or School District Contract for the performance of any work or the furnishing of any materials or supplies unless prior to the receipt of the bid, or accompanying the bid of said partnership or corporation, there is submitted a statement containing the following information:

1. If the bidder is a partnership, then the statement shall set forth the names and addresses of all partners who own a 10% or greater interest in the partnership.
2. If the bidder is a corporation, then the statement shall set forth the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class.
3. If a corporation own all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that corporation.

CONTRACTOR MUST COMPLETE ONE OF THE FOLLOWING STATEMENTS:

1. Stockholders or Partners owning 10% or more of the company submitting bid:

Name

Address

Signature: _____

2. No Stockholder or Partner owns 10% or more of the company submitting bid.

Signature: _____.

3. Bid is being submitted by an Individual who operates as a sole proprietorship.

Signature: _____.

Schedule of Minority Contractors and/or Suppliers

This Form is to be Completed by Bidders

Name of Minority Business Firms and Agent's Name	Specify Type of Work to be Done	Dollar Amount of Participation (Minimum of 10% of Total Amount)

The Atlantic City Municipal Utilities Authority requires that:

1. Minority contractors and/or suppliers be certified by the City of Atlantic City and/or the State of New Jersey.
2. Certifications and letters of interest from all firms listed above must be attached to this form.
3. THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID OR PROPOSAL.

BIDDERS SIGNATURE: _____ DATE: _____

ARTICLE VIII. REQUIRED AFFIRMATIVE ACTION EVIDENCE FOR
PROCUREMENT, PROFESSIONAL AND SERVICES CONTRACTS

Vendors must submit a completed Affirmative Action Employee Information Report (AA302 - Pink Copy) with their proposals.

Vendors must complete the following questionnaire as part of the Bid/Contract Package in the event that you or your firm is awarded a contract.

1. Our company has a Federal Letter of Affirmative Action Plan Approval.

YES _____ NO _____.

2. Our company has a Certificate of Employee Information Report.

YES _____ NO _____.

I certify that the above information is correct to the best of my knowledge.

Name:

(Please type or print)

Signature: _____.

Title: _____.

Date: _____.

Telephone #: _____.

If you answered yes for any of the questions, the required information must be included with this proposal. If you answered no to questions 1 or 2, you must acquire one and include it in the contract documents if you are awarded the contract.

(REVISED 4/10)

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)

N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Public Contracts Equal Employment Opportunity Compliance as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts Equal Employment Opportunity Compliance for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.**

Name of Company: _____

Name of Highest Official: _____

Title: _____

Signature: _____

SCHEDULE "A"

INSURANCE AND INDEMNIFICATION AGREEMENT FOR VENDORS AND SERVICE PROVIDERS

OWNER: Atlantic City Municipal Utilities Authority

VENDOR: _____

EFFECTIVE DATE: _____ EXPIRATION DATE: _____

Section I -- Indemnification:

To the fullest extent permitted by law, the vendor agrees to defend, indemnify and hold harmless the Atlantic City Municipal Utilities Authority, their agents, servants and employees from and against any and all claims, damages, losses, costs and expenses of any kind, including but not limited to attorneys fees, incurred by reason of any liability for damage because of bodily injuries, including death resulting from such injuries, and/or property damage to real and personal property of any kind whatsoever, sustained by any person or persons, whether employees of the vendor or otherwise, caused by, resulting from, arising out of or occurring in connection with the performance of the work provided for in this contract, together with any change orders or additions to the work included in the contract.

The vendor agrees that the obligation to defend, indemnify and hold harmless, as described above, exists whether such injuries to persons or damage to property are due, or are claimed to be due, to the negligence of the owner, or the agent, servants and employees of the contractor and owner, or other subcontractors, excepting from the foregoing the sole and complete negligence of the owner.

The vendor agrees that the obligation to defend commences when a claim is made against the owner even if the vendor disputes its obligation to indemnify and hold harmless. The defense shall be provided through counsel chosen by the owner. The vendor agrees to pay for the defense of the owner upon demand.

Signature of authorized representative of vendor:

Date:

INSURANCE AND INDEMNIFICATION AGREEMENT

Section II – Insurance:

- A. Owner shall be named as an Additional Insured on the vendors insurance policies as per the following:
- a. Coverage shall be provided in the vendors General Liability policy via the use of ISO form CG 20 10 10/93 or its equivalent.
 - b. The vendors Umbrella policy shall become primary to the owners General Liability policy.
- B. The vendors Commercial General Liability and Umbrella policies are endorsed to reflect that the owner will be notified at least 30 days in advance in the event of cancellation (except 10 days for nonpayment).
- C. The vendor must furnish the owner with a valid Certificate of Insurance and a copy of the applicable Additional Insured endorsement(s) when this agreement is signed.
- D. Minimum insurance limits to be carried by subcontractor:
- Commercial General Liability
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$2,000,000 General Aggregate
 - \$1,000,000 Any One Occurrence (Coverage A)
 - \$1,000,000 Any One Person or Organization (Coverage B)
 - Automobile Liability (Comprehensive Coverage)
 - \$1,000,000 Each Accident
 - Commercial Excess Liability ("Umbrella")
 - \$1,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 General Aggregate
 - \$1,000,000 Any One Occurrence (Coverage A)
 - \$1,000,000 Any One Person or Organization (Coverage B)
 - Employers Liability (Coverage B on the Workers' Compensation Policy)
 - \$500,000 Each Accident
 - \$500,000 Each Employee for Injury by Disease
 - \$500,000 Aggregate for Injury by Disease

Signature of authorized representative of vendor:

Date:

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ____ day of _____, 2

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____

Bidder/Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

☐ I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

☐ I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. **I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.**

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): _____ Signature: _____

Title: _____ Date: _____

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 52:34-25(b) itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest:" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:			
Address:			
City:	State:	Zip:	

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature _____

Printed Name _____

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

[illegible]☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: Atlantic

State: Governor, and Legislative Leadership Committees

Legislative District #s: 1, 2, & 9

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

County Executive

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

Absecon City
Atlantic City
Brigantine City
Buena Borough
Buena Vista Township
Corbin City
Egg Harbor City
Egg Harbor Township

Estell Manor City
Folsom Borough
Galloway Township
Hamilton Township
Hammonton Town
Linwood City
Longport Borough
Margate City

Mullica Township
Northfield City
Pleasantville City
Port Republic City
Somers Point City
Ventnor City
Weymouth Township

Boards of Education (Members of the Board):

Absecon City
Atlantic City
Buena Regional
Egg Harbor City
Egg Harbor Township
Estell Manor City

Folsom Borough
Galloway Township
Greater Egg Harbor Regional
Hamilton Township
Hammonton Town
Longport

Mainland Regional
Mullica Township
Northfield City
Pleasantville City
Somers Point City
Weymouth Township

Fire Districts (Board of Fire Commissioners):

Buena Borough Fire District No. 1
Buena Borough Fire District No. 2
Buena Vista Township Fire District No. 1
Buena Vista Township Fire District No. 2
Buena Vista Township Fire District No. 3
Buena Vista Township Fire District No. 4
Buena Vista Township Fire District No. 5

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
<NAME OF CONTRACTING AGENCY>

The following is statutory text related to the terms and citations used in the Business Entity Disclosure Certification form.

“Local Unit Pay-To-Play Law” (P.L. 2004, c.19, as amended by P.L. 2005, c.51)

19:44A-20.6 Certain contributions deemed as contributions by business entity.

5. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7 Definitions relative to certain campaign contributions.

6. As used in sections 2 through 12 of this act:

“business entity” means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

Temporary and Executing

12. Nothing contained in this act shall be construed as affecting the eligibility of any business entity to perform a public contract because that entity made a contribution to any committee during the one-year period immediately preceding the effective date of this act.

~~~~~

The New Jersey Campaign Contributions and Expenditures Reporting Act (N.J.S.A. 19:44A-1 et seq.)

19:44A-3 Definitions. In pertinent part...

p. The term “political party committee” means the State committee of a political party, as organized pursuant to R.S.19:5-4, any county committee of a political party, as organized pursuant to R.S.19:5-3, or any municipal committee of a political party, as organized pursuant to R.S.19:5-2.

q. The term “candidate committee” means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) for the purpose of receiving contributions and making expenditures.

r. the term “joint candidates committee” means a committee established pursuant to subsection a. of section 9 of P.L.1973, c.83 (C.19:44A-9) by at least two candidates for the same elective public offices in the same election in a legislative district, county, municipality or school district, but not more candidates than the total number of the same elective public offices to be filled in that election, for the purpose of receiving contributions and making expenditures. For the purpose of this subsection: ...; the offices of member of the board of chosen freeholders and county executive shall be deemed to be the same elective public offices in a county; and the offices of mayor and member of the municipal governing body shall be deemed to be the same elective public offices in a municipality.

19:44A-8 and 16 Contributions, expenditures, reports, requirements.

*While the provisions of this section are too extensive to reprint here, the following is deemed to be the pertinent part affecting amounts of contributions:*

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**FOR NON-FAIR AND OPEN CONTRACTS**  
Required Pursuant To N.J.S.A. 19:44A-20.8  
**<NAME OF CONTRACTING AGENCY>**

**Part I – Vendor Affirmation**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

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**Part II – Ownership Disclosure Certification**

☐ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

- ☐ Partnership      ☐ Corporation      ☐ Sole Proprietorship      ☐ Subchapter S Corporation  
☐ Limited Partnership      ☐ Limited Liability Corporation      ☐ Limited Liability Partnership

| Name of Stock or Shareholder | Home Address |
|------------------------------|--------------|
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |
|                              |              |

**Part 3 – Signature and Attestation:**

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: \_\_\_\_\_

Signed: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_.

\_\_\_\_\_  
(Affiant)

My Commission expires:

\_\_\_\_\_  
(Print name & title of affiant) (Corporate Seal)



Resolution No. 267  
Date September 9, 199

## Atlantic City Municipal Utilities Authority

### RESOLUTION

WHEREAS, the failure historically to gain meaningful employment by the traditionally deprived has resulted in the necessity for the development of an Affirmative Action Program aimed at insuring that equal employment opportunities are offered to all regardless of race, creed, color, sex, religion or national origin.

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of the Atlantic City Municipal Utilities Authority (MUA) that it is the public policy of the Authority to provide equal employment and business opportunity for all persons, partnerships, companies, and corporations and to prohibit discrimination in employment and business practices because of race, color, religion, sex, ancestry or national origin, and to promote the full realization of equal employment and business opportunity through a positive and continuing program within each department, division, agency or component of the Authority. This policy of equal employment and business opportunity shall apply to every contractor, subcontractor or bidder holding or seeking public contract with the Authority, and is intended to provide all businesses for the Authority equal opportunity to participate in the filling of the Authority non-bid purchase orders up to legal non-bid limit.

BE IT FURTHER RESOLVED, that the Authority shall establish and maintain a positive program of equal employment opportunity for all employees and applicants for employment within their jurisdiction in accordance with the policy set forth above.

BE IT FURTHER RESOLVED, that all public contracts hereinafter entered into by the Authority shall incorporate an Equal Employment Opportunity Clause which shall read as follows:

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, or national origin. The contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, ancestry or national origin. (as used herein the work "TREATED" shall mean and include, without limitation, the following: recruited, whether advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.) The contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Authority setting forth the provisions of this nondiscrimination clause. The contractor shall make a good faith effort to utilize a minimum of ten percent (10%) certified minority contractors and/or suppliers.

The contractor shall, in all classifications including trainees or any contracted project with the Authority, have a working Affirmative Action Plan. No contractor having traditionally deprived employees in classifications of his/her work force shall receive a contract from the Authority unless his/her Affirmative Action Plan will actualize this goal.



Agenda No.  
Resolution No. 267  
Date September 9, 19

## Atlantic City Municipal Utilities Authority

# RESOLUTION

Continued - Page 2

The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all applicants will receive consideration for employment without regard to race, color, religion, sex, ancestry or national origin. The contractor shall send to each labor union or representative of workers with which they have collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers representative of the contractor's commitments under the Equal Employment Opportunity Resolution of the Authority and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

It shall be no excuse for non-compliance that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer traditionally deprived persons.

The contractors shall file and shall cause their subcontractors, if any, a file compliance reports with the Authority in the form and to the extent prescribed by the Authority Compliance reports filed at such times as directed shall contain information as to the employment practices, policy, programs and statistics of the contractors and their subcontractors.

The contractor shall comply with such action with respect to any subcontractor as the Authority may direct as a means of enforcing the provisions herein, including penalties and sanctions for non-compliance.

The contractor shall include the provisions herein of this Equal Employment Opportunity Clause in every subcontractor of purchase order so that such provisions will be binding upon each subcontractor or vendor.

During hearing procedures, dealing with non-compliance, all contract payments shall be withheld and if it is determined after opportunity for hearing on the record that the contractor or subcontractor has failed to comply with any portion of the programs as herein stated and described, that finding will subject the offending party to any or all of the following penalties.

- a. Continued withholding of all future payments under the public contract to the contractor in violation, until it is determined that the contractor or subcontractor is in compliance with the provisions of the contract.
- b. Refusal of all future bids for any public contract with the Authority or any of its departments or division until such time as the contractor or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.
- c. Cancellation of the public contract and declaration of forfeiture of the performance bond.
- d. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or that which may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions.





Agenda No.  
Resolution No. 267  
Date September 9, 19

## Atlantic City Municipal Utilities Authority

# RESOLUTION

Continued - Page 3

BE IT FURTHER RESOLVED, that the office of the Assistance Executive Director of the Authority shall establish any and all necessary and supplemental documents that will be required to effectively implement the Authority Affirmative Action Resolution of the Authority. All notices to prospective bidders published on behalf of the Authority shall include as a part of the contract specifications, the condition that all bidders will be required to submit an affirmative action plan and to comply with the Equal Employment Opportunity Resolution regarding equal employment opportunity. All reports required herein shall be submitted in duplicate to the Authority. Each bidder shall file as part of bid documents an Affirmative Action Plan for implementing the policy of this resolution, employment information reports, or other reports as may be required by the Authority. The contractor must identify all of his subcontractors and must disclose where they are buying all of his supplies before approval of the subcontractors. The Contractor shall cooperate with those appropriate training agencies as designated by the Authority in providing on and off site training for persons employed in the project and shall provide on site job opportunities to basic and advanced trainees referred to them by the Authority. The total cost of the training on and off site programs, including fringe benefits and the cost of off site schooling will be paid for by the contractor. The cost of such training shall be included in the price bid.

BE IT FURTHER RESOLVED, that where construction contract exists, a project site report in a form defined by the Authority shall be completed and submitted by the contractor not more than 30 days from the beginning of work on the site, and the Authority shall conduct such periodic on site reviews as are deemed necessary. Such project site reports shall include such information as to the employment practices and statistics of the contractor and each subcontractor, and shall be in such form as the Authority may prescribe. Where the term of the contract exceeds 30 days, such project site reports shall be submitted once each 45 days, or more frequently if the Authority determines that such submittal is deemed necessary for a continuing evaluation of the work force composition. Subcontractors shall complete and submit such project site reports to the contractor for transmittal to the Authority.

BE IT FURTHER RESOLVED, that in the event specific discriminatory practices are found to exist in the administration and enforcement of this resolution in addition to the sanctions that may be imposed as provided by the terms of the contract, the Authority shall forward all pertinent information the appropriate Federal, State and local agencies.



Agenda No.  
Resolution No. 267  
Date September 9, 1992

## Atlantic City Municipal Utilities Authority

# RESOLUTION

Continued - Page 4

BE IT FURTHER RESOLVED, that in the event a contractors fails to cooperate in reaching mutually satisfactory solutions to his/her failure to comply with this resolution or to implement contract compliance agreements previously made, the Authority shall review such cases to determine:

- a. Whether further efforts of alternative approaches are desirable, depending upon the nature of the problem.

In the event the Authority determines that the contractor has violated or has failed to comply with the equal employment and business opportunity requirements of the contract, after affording such contractor a reasonable time to correct the situation and where negotiations have been of no avail, it shall make a finding under paragraph 1 of this Section, and shall transmit said findings and recommendations thereon to the Authority's Executive Director, the Contracting Agency, Law Department, and any other Agencies it may deem appropriate.

BE IT FURTHER RESOLVED, that each section and each provision or requirement of any Section of the resolution shall be considered severable, and the invalidity of any portion of this resolution shall not effect the validity or enforceability of any other portion.

BE IT FURTHER RESOLVED, that this resolution the masculine gender shall include the feminine and the singular plural.

Upon motion this Resolution was ADOPTED as Read.

  
JOHN J. MOONEY, VICE CHAIRMAN/SECRETARY