

**RESOLUTION 2025-035**

**BORDENTOWN SEWERAGE AUTHORITY**  
**COUNTY OF BURLINGTON**

**APPOINTMENT OF RISK MANAGEMENT CONSULTANT**

**WHEREAS**, the Bordentown Sewerage Authority has resolved to join both the New Jersey Utility Authorities Joint Insurance Fund, following a detailed analysis; and

**WHEREAS**, the bylaws of said funds require that each Authority appoint a RISK MANAGEMENT CONSULTANT to perform various professional services as detailed in the bylaws;

**WHEREAS**, the bylaws indicate a minimum fee equal to six percent (6%) of the Authority's assessment which expenditure represents reasonable compensation for the services required and was included in the cost considered by the Authority;

**WHEREAS**, the judgmental nature of the Risk Management Consultant's duties renders comparative bidding impractical;

**NOW THEREFORE**, be it resolved, this 17<sup>th</sup> day of March 2025, that the Bordentown Sewerage Authority does hereby appoint Steve Walsh of The Barclay Group as its Risk Management Consultant in accordance with the Fund's bylaws; and

**BE IT FURTHER** resolved that the Governing Body are hereby authorized and directed to execute the Risk Management Consultant's Agreement annexed hereto and to cause notice of his decision to be published according to NJSA 40A:11-5 (1) (a) (i).

THE BORDENTOWN SEWERAGE AUTHORITY

By: M. Ellen Gulbinsky  
M. Ellen Gulbinsky, Chairwoman

ATTEST:

Aneka Miller

Aneka Miller, Secretary

**CONTRACT 2025-C12  
RISK MANAGEMENT CONSULTANT'S AGREEMENT**

**THIS AGREEMENT** entered into this 1<sup>st</sup> day of March, 2025, between the Bordentown Sewerage Authority (hereinafter referred to as AUTHORITY) and The Barclay Group (hereinafter referred to as the CONSULTANT).

**WHEREAS**, the CONSULTANT has offered to the AUTHORITY professional risk management consulting services as required in the bylaws of the New Jersey Utility Municipal Joint Insurance Fund, and;

**WHEREAS**, the AUTHORITY desires these professional services pursuant to the resolution adopted by the governing body of the AUTHORITY at a meeting held February 18, 2025, and;

**NOW, THEREFORE**, the parties in consideration of the mutual promises and covenants set forth herein, agree as follows:

1. For and in consideration of the amount stated hereinafter, the CONSULTANT shall:
  - a) Assist the AUTHORITY in identifying its insurable Property & Casualty exposures and to recommend professional methods to reduce, assume or transfer the risk or loss.
  - b) Assist the AUTHORITY in understanding the various coverages available from the New Jersey Utility Authority Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Fund.
  - c) Review with the AUTHORITY any additional coverages that the CONSULTANT feels should be carried but are not available from the FUND and subject to the AUTHORITY's authorization, place such coverages outside the FUND.
  - d) Assist the AUTHORITY in the preparation of applications, statements of values, and similar documents requested by the FUND, it being understood that this Agreement does not include any appraisal work by the CONSULTANT.
  - e) Review Certificates of Insurance from contractors, vendors and professionals when requested by the AUTHORITY.
  - f) Review the AUTHORITY's assessment as prepared by the FUND and assist the AUTHORITY in the preparation of its annual insurance budget.

- g) Review the loss and engineering reports and generally assist the safety committee in its loss containment objectives. Also, attend no less than one (1) authority safety committee meeting per annum to promote the safety objectives and goals of the AUTHORITY and the FUND.
- h) Assist where needed in the settlement of claims, with the understanding that the scope of the CONSULTANT's involvement does not include the work normally done by a public adjuster.
- i) Perform any other risk management related services required by the FUND's bylaws.

2. In exchange for the above services, the CONSULTANT shall be compensated in the following manner:

- a) The CONSULTANT shall be paid by the AUTHORITY a fee as compensation for services rendered, an amount equal to three and one-half percent (4%) of the AUTHORITY's annual assessment as promulgated by the FUNDS. Said fee shall be paid to the CONSULTANT within thirty (30) days of payment of the AUTHORITY's assessment.
- b) For any insurance coverages authorized by the AUTHORITY to be placed outside the FUND, the CONSULTANT shall receive as compensation the normal brokerage commissions paid by the insurance company. The premiums for said policies shall not be added to the FUND's assessment in computing the fee outlined in 2 (a).
- c) If the AUTHORITY shall require of the CONSULTANT extra services other than those outlined above, the CONSULTANT shall provide the AUTHORITY a quote for additional services, prior to extra services being performed.

3. The term of this Agreement shall be one (1) year. However, this Agreement may be terminated by either party at any time by mailing to the other written notice, certified mail return receipt, calling for termination at not less than thirty (30) days thereafter. In the event of termination of this Agreement, the CONSULTANT's fees outlined in 2 (a) above shall be prorated to date of termination.

4. Any suit brought by either party with respect to this Contract shall be filed only in the Superior Court of New Jersey, Burlington County, regardless of any rule or law involving diversity of citizenship, amount in controversy, residence of a party or venue.
5. No contract shall be entered into by the Authority unless the CONSULTANT provides a copy of its business registration (as defined in N.J.S.A. 52:32-44) in accordance with the following schedule:
  - a. in response to a request for bids or a request for proposals, at the time a bid or proposal is submitted; or
  - b. for all other transactions, before the issuance of a purchase order or other contracting document. In its sole discretion, the Authority may waive this requirement with a business registration previously provided to the Authority.

A subcontractor shall provide a copy of its business registration to the contractor who shall forward it to the Authority. No contract with a subcontractor shall be entered into by the contractor under any contract with the Authority unless the subcontractor first provides proof of valid business registration. The contractor shall notify all subcontractors by written notice of the subcontractor's obligation to comply with this provision.

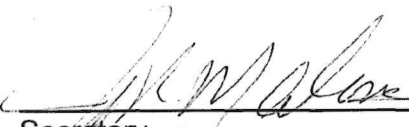
The contractor shall maintain and submit to the owner a list of subcontractors and their addresses that may be updated from time to time during the course of the contract performance. A complete and accurate list shall be submitted before final payment is made for goods provided or services rendered or for construction of a construction project under the contract.

For the term of this contract, a contractor or a contractor with a subcontractor that enters into a contract with the Authority, and each of the affiliates of the contractor or subcontractor (as defined by N.J.S.A. 52:32-44(g)(3)), shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act", P.L. 1966, c.30 (N.J.S.A. 54:32B-1 et seq.), on all their sales of tangible personal property delivered into this State.

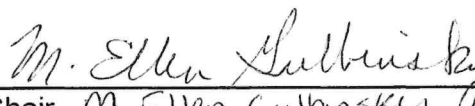
6. This Agreement is non-exclusive and the Authority reserves the right to employ other similar contractors for any purpose.
7. Affirmative Action – See Exhibit A

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first written above.

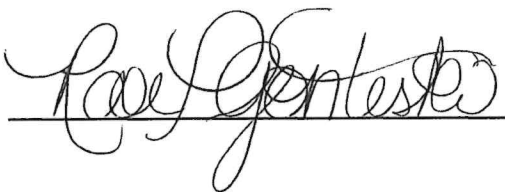
**ATTEST:**

  
Assistant Secretary, Joseph D. Malone, III

**BORDENTOWN SEWERAGE AUTHORITY:**

  
Chair M. Ellen Gulbinsky

**ATTEST:**



**CONSULTANT:**

  
Steve Walsh, CIC  
The Barclay Group