



**SOUTH JERSEY PORT CORPORATION**  
**OFFICIAL BOARD OF DIRECTORS MEETING MINUTES**  
**BROADWAY TERMINAL**  
**CAMDEN, NEW JERSEY**  
**August 27, 2019**  
**12:40 p.m.**

<b>Directors Present:</b>	Richard Alaimo	Chairman ☎
	Chad Bruner	Director ☎
	Christopher Chianese	State Treasurer Designee
	Robert DeAngelo	Director
	Jonathan Gershen	Director
	Joseph Maressa	Director ☎
	Sheila Roberts	Director
	Carl Styles	Director
<b>Directors Absent:</b>	Eric Martins	Director
<b>In Attendance:</b>	Craig Ambrose	Governor's Authorities Unit
	Raymond Zane, Esq.	General Counsel – Zane & Assoc.
	Andrew Saporito	Executive Director & CEO
	George Englehardt	Facilities Engineer
	Neil Grossman	GB Associates – FA
	Dennis Culnan, Sr.	Marketing Consultant – PS&AC
	Daniel Bontempo	Stantec
	Mario Christina	Gloucester County Imp. Authority
	Mark Stettler	T&M Associates
	Chuck O'Leary	Security Manager/Acting FSO
	Victoria D'Amico	Executive Administrative Assistant
	Justin Jack	Local 18
	Brent Lee	Brent W. Lee & Co., LLC

**The Acting Board Secretary opened the meeting at 12:40 p.m. with the following statement:**

Pursuant to the provisions of the Open Public Meetings Act, Chapter 231, Public laws of 1975, adequate notice of this meeting has been provided. On January 17, 2019, the Secretary of the Corporation sent a legal notice with a schedule of Regular Meetings to be held by the South Jersey Port Corporation's Board of Directors, during the calendar year 2019, indicating the time and place to the County Clerks within the seven counties of the Port District and the Secretary of State. A legal notice was sent to the following newspapers: Courier-Post, South Jersey Times and the Burlington County Times.

In addition, the meeting schedule was posted at the Port Corporation’s designated Bulletin Board at the main entrance to the Broadway Terminal, its official place for posting and maintaining a schedule of the monthly Board of Director’s Meetings for 2019. The meeting schedule was also placed on the Port Corporation’s website at www.southjerseyport.com.

Roll call was taken and recorded. [PLEDGE OF ALLEGIANCE RECITED](#).

**PRESENTATION OF REGULAR MEETING MINUTES – July 30, 2019**

The minutes for the South Jersey Port Corporation Board of Directors regular session meeting held on July 30, 2019 were presented for approval.

*A motion was made to approve the July 30, 2019 Board of Directors Regular Open Session Meeting Minutes as presented.*

<b>Moved by:</b>	<b>C. Styles</b>
<b>Seconded by:</b>	<b>J. Gershen</b>
<b>Voting for motion:</b>	<b>All</b>
<b>Voting against motion:</b>	<b>None</b>
<b>Abstaining:</b>	<b>C. Chianese</b>

**PRESENTATION OF CLOSED MEETING MINUTES – July 30, 2019**

The minutes for the South Jersey Port Corporation Board of Directors closed session meeting held on July 30, 2019 were presented for approval.

*A motion was made to approve the July 30, 2019 Board of Directors Closed Meeting Minutes, as presented, with the condition that any matters contained in the closed session minutes may be withheld and not disclosed to the public until the need for the closed session has passed.*

<b>Moved by:</b>	<b>C. Styles</b>
<b>Seconded by:</b>	<b>J. Gershen</b>
<b>Voting for motion:</b>	<b>All</b>
<b>Voting against motion:</b>	<b>None</b>
<b>Abstaining:</b>	<b>C. Chianese</b>

**OPERATING BILLS**

The Operating Unpaid Bill list for the period 7/11/2019 – 8/12/2019 were presented for approval.

*A motion was made to adopt Resolution 2019-8-0062 for the approval of the Operating Unpaid Bill list for the period 7/11/2019 – 8/12/2019.*

<b>Moved by:</b>	<b>J. Gershen</b>
<b>Seconded by:</b>	<b>C. Chianese</b>
<b>Voting for motion:</b>	<b>All</b>
<b>Voting against motion:</b>	<b>None</b>

**ADVANCE PAYMENT LIST**

The Advance Payment Bill List for the period 7/11/2019 – 8/12/2019 was presented for approval. The AMEX statement was reviewed by the Audit Committee.

*A motion was made to adopt Resolution 2019-8-0063 for the approval of the Advance Payment Bills for the period 7/11/2019 – 8/12/2019.*

**Moved by:** J. Gershen  
**Seconded by:** C. Styles

**Voting for motion:** All  
**Voting against motion:** None

**CREDIT LIST**

The Credit List for the period ending August 27, 2019 was presented. The list provides three (3) credits in the amount of \$2,886.12.

*A motion was made to adopt Resolution 2019-8-0064 for the approval of the Credit List for the period ending August 27, 2019.*

**Moved by:** C. Chianese  
**Seconded by:** J. Gershen

**Voting for motion:** All  
**Voting against motion:** None

**CHANGE ORDERS**

No change orders were presented.

**CONSTRUCTION FUND REQUISITIONS**

Staff presented eight (8) unpaid construction fund requisitions in the amount of \$334,531.00.

*A motion was made to adopt Resolution 2019-8-0065 for the approval of Construction Fund Requisitions presented for the period ending August 27, 2019 as presented.*

**Moved by:** S. Roberts  
**Seconded by:** J. Gershen

**Voting for motion:** All  
**Voting against motion:** None

**TREASURER'S REPORT**

The Executive Director/CEO presented the Treasurer's Report for the period ending July 31, 2019. Net loss from operations before interest, depreciation and amortization for the month of July 2019 is (\$121,558), versus the budget for the same period of \$212,584. Year to date net income from operations before interest, depreciation and amortization compared to the actual

budget is higher by \$922,097 compared to our YTD budget figure of \$1,488,086. Income on investment for the month of July 2019 is \$158,225.48 and the YTD Total is \$963,728.17. The accounts receivable aging reports, which include tenant and trade customers are attached for review.

There is one (\$70,000) expense item under trash removable for July 2019, as a result of a reversal in accrual. We are behind seven (7) months in the trash invoices because of a change in the vendors billing system and staff are working to correct that.

*A motion was made to accept the Treasurer's Report as presented.*

<b>Moved by:</b>	<b>C. Styles</b>
<b>Seconded by:</b>	<b>J. Gershen</b>
<b>Voting for motion:</b>	<b>All</b>
<b>Voting against motion:</b>	<b>None</b>

### COUNSEL'S REPORT

The Counsel's Report will be discussed in closed session.

### EXECUTIVE DIRECTOR'S REPORT

The Executive Director for the South Jersey Port Corporation reports total tonnage for July 2019 is 474,785 s/tons; a 12% increase compared to July 2018. However, year-to-date tonnage through July 2019 is 2,502,983 s/tons, which represents a 2.8% decrease when compared to the same period during 2018. Breakbulk tonnage for July 2019 is down 20%, but steel is up 8.7% for the year. Bulk exports, actually did very well in July. Scrap Metal was up, cement was up a little bit and export grancem was up 17.5%.

The Executive Director had an opportunity to speak with some of the steel customers over the last 30 days and the market is soft and there are concerns about tariffs and the auto industry is concerned about sales so we have to keep an eye on where that market is going, moving forward. SJPC's marine terminals handled 20 ships in July down from 26 in July 2018. YTD we have handled 454 ship days as compared to 488 days in 2018.

The Executive Director thanked the Director's, and everybody involved with the Port Operations, for their support over the last month. The SJPC Website was updated as well as discussions to update the marketing materials. The Executive Director spoke of his August 13<sup>th</sup> round table meeting with the Coast Guard and discussed the Coast Guards strategic plans and directions on how they want to support the Port. He also informed the Board of his meetings with Congressman Norcross, Senator Sweeney, Assemblymen Burzichelli and Mayor Moran of Camden to discuss the South Jersey Port Corporation.

**RESOLUTION 2019-8-0066 2018 FINANCIAL AUDIT**

A copy of the report was distributed to all Board Members. The 2018 financial audit on the South Jersey Port Corporation was conducted by Brent Lee. The SJPC received an unmodified opinion, which is the best opinion that can be rendered by an amenity and overall, a detailed presentation was presented to the audit committee. There were no non-compliance issues found and everything was in compliance. Brent Lee referenced the audit as a good audit and that he had the full co-operation of all parties involved.

Director DeAngelo questioned Brent Lee on the GCIA audit and Executive Director Saporito deferred the issue to the September meeting.

*A motion was made to adopt Resolution 2019-8-0066 accepting and certifying the 2018 Financial Audit as reviewed by the SJPC Audit Committee and as presented by Brent W. Lee and Company*

<b>Moved by:</b>	<b>C. Styles</b>
<b>Seconded by:</b>	<b>S. Roberts</b>
<b>Voting for Motion:</b>	<b>All</b>
<b>Voting Against Motion:</b>	<b>None</b>

**RESOLUTION 2019-8-0067 APPROVAL OF D&M LEASE RENEWAL**

Director DeAngelo asked that the lease renewal be held over to Closed Session. There were no objections expressed.

**RESOLUTION 2019-8-0068 APPROVAL OF THE ESCROW ACCOUNT BETWEEN THE SOUTH JERSEY PORT CORPORATION AND THE BOROUGH OF PAULSBORO FOR THE WATER MAIN PROJECT**

The Executive Director summarized the Paulsboro Port Water Main Support and Escrow Agreement to the Board of Directors. The South Jersey Port Corporation (SJPC) shall transfer \$7,418,089.00 to the Borough of Paulsboro to cover the cost of extending the Water Main to the Paulsboro Marine Terminal (PMT). As a result of the transfer to the Borough of Paulsboro, Paulsboro will be entitled to federal grants totaling \$2,716,805.00. These grants will be transferred to SJPC, thereby reducing the actual cost of the Water Main to the PMT to \$4,701,284.00.

<b>Moved by:</b>	<b>J. Gershen</b>
<b>Seconded by:</b>	<b>C. Chianese</b>
<b>Voting for Motion:</b>	<b>All</b>
<b>Voting Against Motion:</b>	<b>None</b>

**INFORMATION ITEMS:****MARKETING REPORT - PHOENIX STRATEGIES / ARTLIP COMMUNICATIONS**

Mr. Dennis Culnan Sr., presented the Marketing Report.

The report was received and filed.

**PORT SECURITY UPDATE**

Mr. Chuck O'Leary completed his training and is now a certified FSO. Mr. O'Leary reported that there is continuous training being held for personnel on the various aspects of their duties. The SJPC will be hosting the next Camden Corporal Watch Mtg., which will be held in September. The question was posed as to whether or not Mr. O'Leary would be responsible for technical security and the answer is that the administration is not yet sure who will be assuming that responsibility.

**PAULSBORO MARINE TERMINAL PROJECT UPDATE**

Mr. Dan Bontempo with Stantec presented the update on the Paulsboro Marine Terminal project. PMT-22 is in construction phase. PMT-20 in process and should be complete by the end of November. The Paulsboro Wharf Phase II Construction shall continue for the next year, with completion anticipated by August 2020. The water main design will now continue with the approval of the Water Main Project, with bidding after the new year and construction beginning in the spring of 2020.

The Spine Road Project is proceeding and will be completed by November 2019. Up river piling to be completed by February 2020. The PMT Wharf Project will proceed through 2020.

**STORM DAMAGE CLAIM**

Roof damage occurred to a number of SJPC Buildings, due to June and July Storms. As reported by SJPC Executive Director, the SJPC is working with the insurance company to get the roofs repaired. SJPC's share of the claim is \$100,000 and the insurance company has identified a contractor and repair work shall begin shortly.

**PUBLIC COMMENTS**

The Chairman asked if there were any public comments.

Hearing none, the Acting Chairman asked for a motion to adjourn the regular session meeting and enter closed session.

*A motion was made to adjourn the Regular Open Meeting.*

**Moved by:** C. Styles  
**Seconded by:** S. Roberts

**Voting for motion:** All  
**Voting against motion:** None

At 1:10 p.m. the regular open session was adjourned.

I certify that this is a true copy of the Minutes of the South Jersey Port Corporation’s Regular Open Session of the Board of Director’s Meeting held Tuesday, August 27, 2019.

Raymond J. Zane, Esquire,  
General Counsel/South Jersey Port Corporation

**CLOSED SESSION**

There was a discussion among the Directors and Staff about standardized leases and subsequent amendments pursuant to negotiations that took place between the parties prior to presentation to the Board for approval.

At 1:38 pm the Closed Session was adjourned.

Following closed session, the Regular Session was reopened at 1:38 PM. and the following resolution was approved;

**RESOLUTION 2019-8-0067 APPROVAL OF D&M LEASE RENEWAL**

A discussion took place regarding D&M Transportation Services Co. (D&M) a lease holder for approximately 27 years, within the Broadway Terminal. They have requested to renew their existing lease which will expire on September 30, 2019. The new lease terms will be for five (5) years with no renewal options and will expire on September 30, 2024. An annual revenue stream of \$16,092.00, will be generated by the new lease and will include provisions for annual CPI increases.

*A motion was made to adopt Resolution 2019-8-0067 recommending approval of this new five (5) year lease between the South Jersey Port Corporation and D&M Transportation Services.*

<b>Moved by:</b>	<b>J. Gershen</b>
<b>Seconded by:</b>	<b>C. Styles</b>
<b>Voting for motion:</b>	<b>All</b>
<b>Voting against motion:</b>	<b>None</b>

*A motion was made to adjourn the Regular Open Meeting at 1:40 PM.*

<b>Moved by:</b>	<b>C. Styles</b>
<b>Seconded by:</b>	<b>J. Gershen</b>
<b>Voting for motion:</b>	<b>All</b>
<b>Voting against motion:</b>	<b>None</b>
<b>Abstaining:</b>	<b>C. Chianese</b>

I certify that this is a true copy of the Minutes of the South Jersey Port Corporation's Regular Open Session of the Board of Director's Meeting held Tuesday, August 27, 2019.

Raymond J. Zane, Esquire,  
General Counsel/South Jersey Port Corporation

# EXHIBIT A

**RESOLUTION OF THE SOUTH JERSEY PORT CORPORATION BOARD OF DIRECTORS APPROVAL OF THE OPERATING BILLS FOR THE PERIOD ENDING August 12, 2019; #2019-8-0062**

WHEREAS, the Members of the South Jersey Port Corporation Board of Directors have been presented and considered a Request for Action to approve the Operating Bills for the period ending August 12, 2019, in the form of the agenda and minutes; and

WHEREAS, the Request for Action requested the Members to adopt a resolution authorizing certain actions by the South Jersey Port Corporation, as outlined and explained in said Request for Action.

NOW, THEREFORE, ON THIS 27<sup>th</sup> DAY of AUGUST 2019 BE IT RESOLVED BY THE MEMBERS OF THE SOUTH JERSEY PORT CORPORATION BOARD OF DIRECTORS AS FOLLOWS:

Section 1. The actions set forth in the Action Requested section of the Request for Action, attached hereto as Exhibit A, are hereby approved, subject to any conditions set forth as such in said Request for Action.

Section 2. The Request for Action, attached hereto as Exhibit A, is hereby incorporated and made part of this resolution as though set forth at length herein.

Section 3. This resolution shall take effect immediately upon expiration of the ten (10) business day period following the delivery of a true copy of this resolution accompanied by a summary of the action taken at the meeting by the Board to the Governor or immediately upon approval of the minutes by the Governor within the said ten (10) day period.

<b>Board Member</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstained</b>	<b>Recusal</b>	<b>Not Present</b>
Richard Alaimo, Chair	x				
Chad Bruner	x				
Robert Tighue	x				
Robert DeAngelo	x				
Jonathan Gershen	x				
Joseph Maressa, Jr.	x				
Eric Martins					x
Sheila Roberts	x				
Carl Styles	x				

**CERTIFICATE**

I, Raymond J. Zane, General Counsel to the South Jersey Port Corporation, do hereby certify that the foregoing is a true and correct copy of the resolution duly adopted and approved by the Members of the Port Corporation at a meeting duly called and held on the 27<sup>th</sup> of August 2019 and that not less than six Members of the Agency were present and voted in favor of said resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the seal of the Port Corporation this 27<sup>th</sup> day of August 2019.

\_\_\_\_\_  
 Raymond J. Zane  
 General Counsel to the South Jersey Port Corporation

# Exhibit A

**RESOLUTION OF THE SOUTH JERSEY PORT CORPORATION BOARD OF DIRECTORS APPROVAL OF THE ADVANCE PAYMENT BILL LIST FOR THE PERIOD ENDING AUGUST 12, 2019; #2019-8-0063**

WHEREAS, the Members of the South Jersey Port Corporation Board of Directors have been presented and considered a Request for Action to approve the Advance Payment Bill List for the period ending August 12, 2019, in the form of the agenda and minutes; and

WHEREAS, the Request for Action requested the Members to adopt a resolution authorizing certain actions by the South Jersey Port Corporation, as outlined and explained in said Request for Action.

NOW, THEREFORE, ON THIS 27<sup>th</sup> DAY of AUGUST, 2019 BE IT RESOLVED BY THE MEMBERS OF THE SOUTH JERSEY PORT CORPORATION BOARD OF DIRECTORS AS FOLLOWS:

Section 1. The actions set forth in the Action Requested section of the Request for Action, attached hereto as Exhibit A, are hereby approved, subject to any conditions set forth as such in said Request for Action.

Section 2. The Request for Action, attached hereto as Exhibit A, is hereby incorporated and made part of this resolution as though set forth at length herein.

Section 3. This resolution shall take effect immediately upon expiration of the ten (10) business day period following the delivery of a true copy of this resolution accompanied by a summary of the action taken at the meeting by the Board to the Governor or immediately upon approval of the minutes by the Governor within the said ten (10) day period.

<b>Board Member</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstained</b>	<b>Recusal</b>	<b>Not Present</b>
Richard Alaimo, Chair	x				
Chad Bruner	x				
Christopher Chianese	x				
Robert DeAngelo	x				
Jonathan Gershen	x				
Joseph Maressa, Jr.	x				
Eric Martins					x
Sheila Roberts	x				
Carl Styles	x				

**CERTIFICATE**

I, Raymond J. Zane, General Counsel to the South Jersey Port Corporation, do hereby certify that the foregoing is a true and correct copy of the resolution duly adopted and approved by the Members of the Port Corporation at a meeting duly called and held on the 27<sup>th</sup> of August 2019 and that not less than six Members of the Agency were present and voted in favor of said resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the seal of the Port Corporation this 27<sup>th</sup> day of August 2019.

\_\_\_\_\_  
 Raymond J. Zane  
 General Counsel to the South Jersey Port Corporation

# EXHIBIT A

**RESOLUTION OF THE SOUTH JERSEY PORT CORPORATION BOARD OF DIRECTORS APPROVAL OF THE CREDIT LIST FOR THE PERIOD ENDING AUGUST 27, 2019; #2019-8-0064**

WHEREAS, the Members of the South Jersey Port Corporation Board of Directors have been presented and considered a Request for Action to approve the Credit List for the period ending August 27, 2019, in the form of the agenda and minutes; and

WHEREAS, the Request for Action requested the Members to adopt a resolution authorizing certain actions by the South Jersey Port Corporation, as outlined and explained in said Request for Action.

NOW, THEREFORE, ON THIS 27<sup>th</sup> DAY of AUGUST 2019 BE IT RESOLVED BY THE MEMBERS OF THE SOUTH JERSEY PORT CORPORATION BOARD OF DIRECTORS AS FOLLOWS:

Section 1. The actions set forth in the Action Requested section of the Request for Action, attached hereto as Exhibit A, are hereby approved, subject to any conditions set forth as such in said Request for Action.

Section 2. The Request for Action, attached hereto as Exhibit A, is hereby incorporated and made part of this resolution as though set forth at length herein.

Section 3. This resolution shall take effect immediately upon expiration of the ten (10) business day period following the delivery of a true copy of this resolution accompanied by a summary of the action taken at the meeting by the Board to the Governor or immediately upon approval of the minutes by the Governor within the said ten (10) day period.

<b>Board Member</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstained</b>	<b>Recusal</b>	<b>Not Present</b>
Richard Alaimo, Chair	x				
Chad Bruner	x				
Christopher Chianese	x				
Robert DeAngelo	x				
Jonathan Gershen	x				
Joseph Maressa, Jr.	x				
Eric Martins					x
Sheila Roberts	x				
Carl Styles	x				

**CERTIFICATE**

I, Raymond J. Zane, General Counsel to of the South Jersey Port Corporation, do hereby certify that the foregoing is a true and correct copy of the resolution duly adopted and approved by the Members of the Port Corporation at a meeting duly called and held on the 27<sup>th</sup> of August 2019 and that not less than six Members of the Agency were present and voted in favor of said resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the seal of the Port Corporation this 27<sup>th</sup> day of August 2019.

\_\_\_\_\_  
 Raymond J. Zane  
 General Counsel to the South Jersey Port Corporation

# Exhibit A

**RESOLUTION OF THE SOUTH JERSEY PORT CORPORATION BOARD OF DIRECTORS APPROVAL OF THE CONSTRUCTION FUND REQUISITIONS FOR THE PERIOD ENDING AUGUST 27, 2019; #2019-8-0065**

WHEREAS, the Members of the South Jersey Port Corporation Board of Directors have been presented and considered a Request for Action to approve the Construction Fund Requisitions for the period ending August 27, 2019, in the form of the agenda and minutes; and

WHEREAS, the Request for Action requested the Members to adopt a resolution authorizing certain actions by the South Jersey Port Corporation, as outlined and explained in said Request for Action.

NOW, THEREFORE, ON THIS 27<sup>th</sup> DAY of AUGUST 2019 BE IT RESOLVED BY THE MEMBERS OF THE SOUTH JERSEY PORT CORPORATION BOARD OF DIRECTORS AS FOLLOWS:

Section 1. The actions set forth in the Action Requested section of the Request for Action, attached hereto as Exhibit A, are hereby approved, subject to any conditions set forth as such in said Request for Action.

Section 2. The Request for Action, attached hereto as Exhibit A, is hereby incorporated and made part of this resolution as though set forth at length herein.

Section 3. This resolution shall take effect immediately upon expiration of the ten (10) business day period following the delivery of a true copy of this resolution accompanied by a summary of the action taken at the meeting by the Board to the Governor or immediately upon approval of the minutes by the Governor within the said ten (10) day period.

<b>Board Member</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstained</b>	<b>Recusal</b>	<b>Not Present</b>
Richard Alaimo, Chair	x				
Chad Bruner	x				
Christopher Chianese	x				
Robert DeAngelo	x				
Jonathan Gershen	x				
Joseph Maressa, Jr.	x				
Eric Martins					x
Sheila Roberts	x				
Carl Styles	x				

**CERTIFICATE**

I, Raymond J. Zane, General Counsel to the South Jersey Port Corporation, do hereby certify that the foregoing is a true and correct copy of the resolution duly adopted and approved by the Members of the Port Corporation at a meeting duly called and held on the 27<sup>th</sup> of August 2019 and that not less than six Members of the Agency were present and voted in favor of said resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the seal of the Port Corporation this 27<sup>th</sup> day of August 2019.

\_\_\_\_\_  
 Raymond J. Zane  
 General Counsel to the South Jersey Port Corporation

**ACTION ITEM:****A. RESOLUTION 2019-8-0066: ACCEPTANCE OF THE 2018 FINANCIAL AUDIT REPORT**

Brent W. Lee & Company, LLC, will present the completed 2018 Financial Audit Report. As required under Executive Order #122, our Board's Audit Committee has received and reviewed the draft 2018 Financial Audit Report.

The auditors have issued what is equivalent to an unmodified opinion for the 2018 Audit Report for fiscal year ending December 31, 2018.

The Board Audit Committee and Staff recommend acceptance of the 2018 Financial Audit and approval of the resolution certifying that each member of the SJPC Board of Directors has reviewed the audit report.

**RECOMMENDATION:**

Staff recommends Board acceptance and certification of the 2018 Financial Audit as reviewed by the SJPC Board Audit Committee and as presented by Brent W. Lee & Company.

# EXHIBIT A

**RESOLUTION OF THE SOUTH JERSEY PORT CORPORATION BOARD OF DIRECTORS  
ACCEPTANCE OF THE 2018 FINANCIAL AUDIT REPORT; #2019-8-0066**

WHEREAS, the Members of the South Jersey Port Corporation Board of Directors have been presented and considered a Request for Action to accept the Financial Audit Report, in the form of the agenda and minutes; and

WHEREAS, the Request for Action requested the Members to adopt a resolution authorizing certain actions by the South Jersey Port Corporation, as outlined and explained in said Request for Action.

NOW, THEREFORE, ON THIS 27th DAY of AUGUST 2019 BE IT RESOLVED BY THE MEMBERS OF THE SOUTH JERSEY PORT CORPORATION BOARD OF DIRECTORS AS FOLLOWS:

Section 1. The actions set forth in the Action Requested section of the Request for Action, attached hereto as Exhibit A, are hereby approved, subject to any conditions set forth as such in said Request for Action.

Section 2. The Request for Action, attached hereto as Exhibit A, is hereby incorporated and made part of this resolution as though set forth at length herein.

Section 3. This resolution shall take effect immediately upon expiration of the ten (10) business day period following the delivery of a true copy of this resolution accompanied by a summary of the action taken at the meeting by the Board to the Governor or immediately upon approval of the minutes by the Governor within the said ten (10) day period.

<b>Board Member</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstained</b>	<b>Recusal</b>	<b>Not Present</b>
Richard Alaimo, Chair	x				
Chad Bruner	x				
Robert Tighue	x				
Robert DeAngelo	x				
Jonathan Gershen	x				
Joseph Maressa, Jr.	x				
Eric Martins					x
Sheila Roberts	x				
Carl Styles	x				

**CERTIFICATE**

I, Raymond J. Zane, General Counsel to the South Jersey Port Corporation, do hereby certify that the foregoing is a true and correct copy of the resolution duly adopted and approved by the Members of the Port Corporation at a meeting duly called and held on the 27th of August 2019 and that not less than six Members of the Agency were present and voted in favor of said resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the seal of the Port Corporation this 27th day of August 2019.

\_\_\_\_\_  
Raymond J. Zane  
General Counsel to the South Jersey Port Corporation

# EXHIBIT A

**ACTION ITEM:****B. RESOLUTION 2019-8-0067: APPROVAL OF LEASE RENEWAL WITH D&M TRANSPORTATION SERVICES**

Approval is requested to enter into a new agreement with D&M Transportation Services Co. (D&M), an approximate 27-year lease holder within the Broadway Terminal. D&M has requested to renew their existing lease which will expire on September 30, 2019. The terms of the new lease will be for a period of five (5) years with no renewal options and will expire on September 30, 2024.

This leasehold comprises ~ 1,540 sq. ft. of the second floor of Bldg. "I" at the Broadway Terminal for office space. The new lease will include a 5% increase resulting in a monthly rental payment of \$1,341.00.

This renewed leasehold will generate an annual revenue stream of \$16,092.00, which includes provisions for annual CPI increases.

**RECOMMENDATION:**

Staff is therefore recommending approval of this new five (5) year lease.

# EXHIBIT A

**RESOLUTION OF THE SOUTH JERSEY PORT CORPORATION BOARD OF DIRECTORS  
APPROVAL OF THE LEASE RENEWAL WITH D&M TRANSPORTATION SERVICES; #2019-8-0067**

WHEREAS, the Members of the South Jersey Port Corporation Board of Directors have been presented and considered a Request for Action to approve the Lease renewal with D&M Transportation Services, in the form of the agenda and minutes; and

WHEREAS, the Request for Action requested the Members to adopt a resolution authorizing certain actions by the South Jersey Port Corporation, as outlined and explained in said Request for Action.

NOW, THEREFORE, ON THIS 27th DAY of AUGUST 2019 BE IT RESOLVED BY THE MEMBERS OF THE SOUTH JERSEY PORT CORPORATION BOARD OF DIRECTORS AS FOLLOWS:

Section 1. The actions set forth in the Action Requested section of the Request for Action, attached hereto as Exhibit A, are hereby approved, subject to any conditions set forth as such in said Request for Action.

Section 2. The Request for Action, attached hereto as Exhibit A, is hereby incorporated and made part of this resolution as though set forth at length herein.

Section 3. This resolution shall take effect immediately upon expiration of the ten (10) business day period following the delivery of a true copy of this resolution accompanied by a summary of the action taken at the meeting by the Board to the Governor or immediately upon approval of the minutes by the Governor within the said ten (10) day period.

<b>Board Member</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstained</b>	<b>Recusal</b>	<b>Not Present</b>
Richard Alaimo, Chair	x				
Chad Bruner	x				
Robert Tighue	x				
Robert DeAngelo	x				
Jonathan Gershen	x				
Joseph Maressa, Jr.	x				
Eric Martins					x
Sheila Roberts	x				
Carl Styles	x				

**CERTIFICATE**

I, Raymond J. Zane, General Counsel to the South Jersey Port Corporation, do hereby certify that the foregoing is a true and correct copy of the resolution duly adopted and approved by the Members of the Port Corporation at a meeting duly called and held on the 27th of August 2019 and that not less than six Members of the Agency were present and voted in favor of said resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the seal of the Port Corporation this 27th day of August 2019.

\_\_\_\_\_  
Raymond J. Zane  
General Counsel to the South Jersey Port Corporation

**ACTION ITEM:**

- C. RESOLUTION 2019-8-0068: APPROVAL TO AUTHORIZE A TRANSFER OF SEVEN MILLION FOUR HUNDRED AND EIGHTEEN THOUSAND AND EIGHTY-NINE DOLLARS (\$7,418,089.00) TO THE BOROUGH OF PAULSBORO FOR THE WATER MAIN PROJECT TO THE PAULSBORO MARINE TERMINAL AND TO APPROVE THE AGREEMENT TITLED PAULSBORO PORT WATER MAIN SUPPORT AND ESCROW AGREEMENT**

This resolution addresses two issues related to Paulsboro running a water line to the Paulsboro Marine Terminal (PMT).

The resolution authorizes the South Jersey Port Corporation to send \$7,418,089.00 to Paulsboro to cover the cost of the Water Main to the PMT. Grants totaling \$2,716,805.00 to Paulsboro, will be transferred to the South Jersey Port Corporation, reducing the cost of the Water Main to \$4,701,284.00.

The second issue addressed by this resolution is the Agreement between Paulsboro and the South Jersey Port Corporation, which outlines the terms and responsibilities of each party. Included is the Escrow Agreement which addresses the transfer of funds, management of the account and reconciliation of the funds at the end of the project et al

**RECOMMENDATION:**

Staff recommends the Board's consideration and approval of this action.

**PAULSBORO PORT WATER MAIN SUPPORT AND ESCROW AGREEMENT**

This Paulsboro Port Water Main Support and Escrow Agreement (this "Agreement") is made as of this \_\_\_\_ day of August, 2019, by and between the **BOROUGH OF PAULSBORO** ("Borough"), a municipal corporation of the State of New Jersey with offices at 1211 North Delaware Street, Paulsboro, New Jersey 08066, and the **SOUTH JERSEY PORT CORP.**, a public body corporate and politic, , having an office at Balzano Marine Terminal, 101 Joseph A. Balzano Boulevard, Camden, New Jersey 08103 ("SJPC"). The Borough and SJPC are collectively referred to as the "Parties" and each individually as a "Party."

**WHEREAS**, BP Products North America Inc., a Maryland corporation, having an address at 4101 Winfield Road, Warrenville, Illinois ("BP"), as landowner/lessor, and the Borough, as lessee, entered into a certain lease for the Paulsboro Marine Terminal dated January 24, 2005 (as amended from time to time, the "BP Lease"); and

**WHEREAS**, the Borough and the South Jersey Port Corp. ("SJPC") have heretofore entered into a certain sublease agreement for the Paulsboro Marine Terminal, dated January 16, 2006, as amended on June 26, 2006 (as amended, the "Paulsboro Lease"); and

**WHEREAS**, the SJPC operates the Paulsboro Marine Terminal, which provides economic vitality to the people of the Borough and the South Jersey region; and

**WHEREAS**, in 2000, pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12-1 et seq. ("LRHL"), the Borough designated the area subject to the Paulsboro Lease as an "area in need of redevelopment" (the "Redevelopment Area"); and

**WHEREAS**, in 2002, pursuant to the LRHL, a Redevelopment Plan for the Redevelopment Area was adopted by the Borough ("Redevelopment Plan"); and

**WHEREAS**, one mechanism to provide support for rehabilitation and redevelopment within the Borough is to ensure appropriate utilities, such as water and sewer, are available to all sites within the Redevelopment Area and/or existing utilities are upgraded to current standards; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-8(f), the Borough is empowered to arrange or contract with redevelopers for the undertaking of any project or redevelopment work, or any part thereof, and to negotiate and collect revenue from a redeveloper to defray the costs of the redevelopment entity;

**WHEREAS**, in connection with the undertaking of the Redevelopment Plan, on January 16, 2006, the Borough and SJPC entered into a Redevelopment Agreement ("Redevelopment Agreement"); and

**WHEREAS**, pursuant to Section 3.1(12) of the Redevelopment Agreement, the SJPC "shall install, or caused to be installed, with the support and non-financial assistance of the Borough...all off-site infrastructure improvements that are to be constructed by virtue of the GDP [General Development Plan] for the Port Project, if any"; and

**WHEREAS**, the GDP contemplates future "utility enhancements" including "water" and "sewer" services; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-8(d) of the LRHL, the Borough is empowered to "construct or reconstruct streets, facilities, utilities, and site improvements essential to the preparation of sites for use in accordance with the redevelopment plan;" and

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-22(o) of the LRHL, the Borough is empowered to "[m]ake and enter into all contracts and agreements necessary or incidental to the performance of the duties authorized in this act;" and

**WHEREAS**, the Borough is authorized to implement redevelopment plans, carry out redevelopment projects, and execute such responsibilities in partnership with other public entities, pursuant to N.J.S.A. 40A:12A-8 and N.J.S.A. 40A:12A-22; and

**WHEREAS**, SJPC is also authorized, pursuant to N.J.S.A. 12:11A-6, to take certain actions to assist in the performance of its duties and the execution of its powers under the South Jersey Port Corp. Act, N.J.S.A. 12:11A-1, et seq.; and

**WHEREAS**, pursuant to that certain Paulsboro Port Management Agreement, dated as of August 1, 2009, as amended to date (as amended, the "DMA"), the SJPC acts as a duly appointed construction manager for the SJPC and acts at all times as the authorized representative of the SJPC under the Redevelopment Agreement; and

**WHEREAS**, pursuant to Ordinance No. 365, adopted December 20, 1955, as later amended and supplemented, the Borough established a Water and Sewer Department within the Borough for the purposes of supplying water for inhabitants of the Borough; and

**WHEREAS**, pursuant to N.J.S.A. 40A:31-4, the Borough is empowered to acquire, construct or operate a water supply facility, where so empowered by appropriate ordinance, subject to obtaining all necessary permits and approvals; and

**WHEREAS**, pursuant to N.J.S.A. 40A:31-5(c), the Borough is empowered to "receive and accept from the federal or State government, or any agency or instrumentality thereof, grants or loans for, or in aid of, the planning, purchase, construction, improvement, extension, enlargement or reconstruction, or financing of water supply facilities, and to receive and accept from any source, contributions or money, property, labor or other things of value to be held, used and applied only for the purposes for which the grants or loans and contributions are made;" and

**WHEREAS**, SJPC and the Borough have heretofore agreed and determined that utility enhancements to the water lines providing water service to the Paulsboro Marine Terminal (referred to herein as the "Water Main Project" defined in paragraph 3(a) below ) are necessary for the continued operation of the Paulsboro Marine Terminal; and

**WHEREAS**, the Borough and the SJPC have also heretofore agreed and determined that the Water Main Project is subject to the Redevelopment Agreement such that SJPC would be responsible to complete and/or pay for all or a portion of the costs thereof; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-22(c), the Borough is empowered to receive grants and loans from any source for the financing of a redevelopment project; and

**WHEREAS**, to pay for a portion of the costs of the Water Main Project, the Borough has received preliminary approval from: (i) the United States Department of Agriculture ("USDA") Water & Waste Disposal Program to receive certain loan and grant funding (referred to herein as the "USDA Financing"); and (ii) the United States Department of Commerce - Economic Development Administration ("USEDA") to receive certain loan and grant funding (referred to herein as the "USEDA Financing"), each upon favorable terms to the Borough;

**WHEREAS**, in order to access the USDA Financing and the USED A Financing to pay for a portion of the costs of the Water Main Project, and to receive the grants provided by the USDA and the USED A thereunder, the Borough is required to pay the entirety of the costs for the planning, engineering, procurement, financing, construction, construction oversight, management, professional services and any and all costs incurred in the completion of the Water Main Project ("Project Costs") and seek reimbursement from the USDA and USED A for a portion of the Project Costs, and will be required to issue its general obligation bonds or notes, respectively, in connection therewith (referred to herein as "Borough Debt"); and

**WHEREAS**, the Borough has limited resources available for purposes of paying the principal of and interest on such Borough Debt, but will be unable to access the grant funding referred to above without paying the full cost of the Water Main Project by issuing such Borough Debt; and

**WHEREAS**, as noted above, pursuant to the Redevelopment Agreement, SJPC has agreed to undertake and pay for certain improvements related to the Paulsboro Marine Terminal, including the Water Main Project; and

**WHEREAS**, the SJPC, in accordance with the DMA, is the duly authorized representative of the SJPC for purposes of effectuating the Redevelopment Agreement, has determined to pay the full amount of the Project Costs of the Water Main Project, on behalf of the SJPC, as more specifically set forth herein; and

**NOW, THEREFORE**, in consideration of the promises, the mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties, and further, to implement the purposes of the Redevelopment Agreement, the Local Redevelopment and Housing Law and the Redevelopment Plan, the parties, intending to be legally bound, agree as follows:

1. **Mutual Representations.**

(a) The Borough and the SJPC agree that the development of the Paulsboro Marine Terminal and the undertaking and financing of the Water Main Project will continue to be governed by the Redevelopment Agreement and the DMA.

(b) In the event that any contractual provisions are required by any Legal Requirements, the Redevelopment Agreement and/or the DMA have been omitted, then the Borough and the SJPC agree that this Agreement shall be deemed to incorporate all such clauses by reference and such requirements shall become a part of this Agreement. If such incorporation occurs and results in a change in the obligations or benefits of one of the Parties, the Borough and the SJPC agree to act in good faith to mitigate such changes in position.

2. **Definitions.** Except as expressly provided herein to the contrary, all capitalized terms used in this Agreement shall have the following meanings:

"GDP" means the General Development Plan of the Paulsboro Marine Terminal.

"Governmental Body" means any federal, state, county or local agency, department, commission, authority, court, or tribunal and any successor thereto, exercising executive, legislative, judicial, or administrative functions of or pertaining to government, including, without limitation, the Borough and the State.

"Legal Requirements" means all laws, statutes, codes, ordinances, orders, regulations and requirements of any Governmental Body, now or hereafter in effect, and, in each case, as amended from time to time.

3. **Borough Responsibilities.**

(a) **Construction of Water Main Project.** Subject to reimbursement of the full amount of the Project Costs under this Agreement from the USDA Financing, the USEDA financing and/or the SJPC, an estimate of which is attached hereto as Exhibit A, the Borough agrees to undertake, construct and install upgraded water lines from the Borough water tower, down Beacon Street, to the Paulsboro Marine Terminal ("Water Main Project") as depicted in plans on file with the Borough. All construction activities for the Water Main Project, including the planning, development, design, permitting and installation of the water main and all components necessary for its operation ("Construction Activities"), shall be the responsibility of the Borough. The Borough, in its sole discretion, may elect to undertake its construction obligations by contracting with a third party, the selection of such a third party shall be in the sole discretion of the Borough, subject to any applicable requirements of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. ("Construction Contractor"). The Borough may also, in its sole discretion, employ consultants, engineers, attorneys, and/or other professionals determined to be necessary to acquire financing (including the USDA Loan and the USEDA Loan) and complete its construction obligations for the Water Main Project, subject to any applicable requirements of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. ("Professionals"). All costs incurred by the Borough in its Construction Activities, including any contracts entered into with a Construction Contractor and any contracts entered into with professionals, shall be included as "Project Costs."

(b) **USDA and USEDA Funding.** Pursuant to a Public Partnership Agreement, dated November 22, 2017, between the Borough and SJPC, the Borough has applied for and received preliminary approval for funding of the Water Main Project, with the condition that SJPC shall pay all costs in connection with such application, and all Project Costs. The Borough agrees to take all further necessary steps to obtain the USDA Financing and the USEDA Financing, including the grants available thereunder, to finance the Project Costs, subject to the terms of this Agreement.

(c) **Issuance of Borough Debt.** As noted in the preambles hereof, the USDA Financing and the USEDA Financing are reimbursable financing programs, part grant and part loan, each with a local match. For such purposes, the Borough will be initially responsible for payment of the Project Costs and thereafter reimbursed a portion of such Project Costs from grants made available by the USDA and the USEDA, with the remaining balance to be funded

by a local match or continue as a loan from the USDA or USEDA, as applicable. Therefore, it will be necessary for the Borough to issue Borough Debt, the proceeds of which will pay the Project Costs of the Water Main Project.

(d) **Information Sharing.** The Borough shall provide copies of all reports, plans, and approvals regarding its activities set forth in Subparagraph 3(a) through 3(b) above to the SJPC and SJPC, and all Parties, including SJPC, shall be permitted to attend all meetings regarding such activities.

4.

**SJPC Responsibilities.**

(a) **Payment of Grant Application Costs.** Pursuant to a Public Partnership Agreement, dated November 22, 2017 ("Borough/SJPC Agreement"), between the Borough and the SJPC, the SJPC shall pay to the Borough Thirteen Thousand and Five Hundred Dollars (\$13,500.00), which amount reimburses the Borough the costs of preparing the application and applying for the USDA Financing, and Sixteen Thousand Dollars (\$16,000.00), which amount reimburses the Borough the costs of preparing the application and applying for the USEDA Financing. These payments are collectively referred to as the "Grant Application Costs." Grant Application Costs will be paid by the SJPC to the Borough upon submission of an invoice in accordance with the terms and provisions of the Borough/SJPC Agreement.

(b) **Payment for Project Costs.** In accordance with the terms and conditions of this Agreement, the SJPC shall pay, all Project Costs and shall immediately upon the execution of this Agreement, pay to the Borough the amount of Seven Million Four Hundred Eighteen Thousand Eighty Nine Dollars (\$7,418,089) to be utilized by the Borough to pay, in the first instance, the Project Costs as set forth in Exhibit A ("Initial Payment"). In the event SJPC is unable to fully fund the Initial Payment as set forth in this paragraph, the Borough shall be under no obligation to construct or complete the Water Main Project. The intention of the Parties is that the Initial Payment, supplemented by grant reimbursements to be received from the USDA and/or USEDA shall provide the Borough sufficient cash flow to pay for all Project Costs with any USDA and USEDA grant provider utilized to reimburse the SJPC for the Initial Payment if not otherwise used for Project Costs. In the event the Project Costs exceed the costs outlined in Exhibit A, the Borough shall provide documentation of such costs to the SJPC and the SJPC shall provide prompt payment of all Project Costs; similarly, in the event ongoing Project Costs require additional cash expenditures that exceed the amount of funds remaining from the Initial Payment, as supplemented by grant reimbursements received from the USDA and/or USEDA, if any, the Borough shall provide documentation of such unpaid Project Costs to the SJPC. The SJPC shall provide prompt payment of all Project Costs. In the event payment is not made for such additional Project Costs, the Borough shall be under no obligation to complete any work related to such additional costs or take any step related to the additional work. The Parties hereby agree that, because the Borough is unable to undertake the financial repayment of the Project Costs, and is unable to undertake the financial risks of repayment without impact to its debt capacity and its financial credit rating, the SJPC shall deposit with the Borough the Initial Payment to be exclusively dedicated and utilized to pay the Project Costs. With respect to any payments required of the SJPC under this Agreement, it is understood and agreed by the Parties that the SJPC shall pay only those Project Costs for which it has funds on hand or reasonable assurance of reimbursement from SJPC from, among other sources, the proceeds of bonds issued by the SJPC, in each case in accordance with the provisions of the DMA. Upon completion of the Water Main Project, the Borough shall return to the SJPC all unexpended funds that had been

paid by the SJPC for the Water Main Project, including unexpended grant proceeds from the USDA and/or USEDA.

5. **Events of Default and Remedies.**

(a) **Events of Default.** Any one or more of the following events shall constitute an Event of Default hereunder, unless such event results from the occurrence of an event of Force Majeure:

i. Failure of the SJPC or the Borough to observe and perform any condition or agreement in this Agreement and continuance of such failure for a period of thirty (30) days, after receipt by the defaulting party of written Notice from the non-defaulting party specifying the nature of such failure and requesting that such failure be remedied.

ii. Subject to the limitations set forth in Section 4(b) above, the SJPC or its successor in interest shall fail to make any payment owed by it to the Borough when due and such payments shall not have been paid or provision satisfactory to the Borough made for such payment, within 30 days after written demand by the Borough to do so.

(b) **Remedies Upon Event of Default by SJPC.** In the event that an Event of Default by the SJPC occurs, then, subject to all other provisions herein for notice, cure and mitigation of damages, the Borough may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, or agreements of the SJPC, as applicable, under this Agreement including the seeking of damages.

(c) **Remedies Upon Event of Default by Borough.** In the event that an Event of Default by the Borough occurs, then, subject to all other provisions herein for notice, cure and mitigation of damages, the SJPC may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance or observance of any rights, remedies, obligations, or agreements of the Borough, as applicable, under this Agreement, including the seeking of damages.

(d) **Specific Performance.** If an Event of Default occurs, or a party hereto threatens to take an action that will result in the occurrence of an Event of Default, the non-defaulting (or non-threatening) party shall have the right and remedy, without posting bond or other security, to have the provisions of this Agreement specifically enforced by any court having equity jurisdiction, it being acknowledged and agreed that any such breach or threatened breach may cause irreparable injury and that money damages may not provide an adequate remedy thereto.

(e) **Failure or Delay.** Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default, shall not operate as a waiver of any default, or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.



(856) 757-4969 (office)  
(856) 757-4903 (fax)  
asaporito@sjport.com

With a Copy to:

Raymond J. Zane, Esquire  
131 Delaware Street  
Woodbury, NJ 08096  
(856) 845-2393 (office)  
(856) 845-6121 (fax)  
[raymondzane@msn.com](mailto:raymondzane@msn.com)

Any party may change its address for notices by notice theretofore given in accordance with this Section and shall be deemed effective only when actually received by the other party.

7. **Waiver.** No waiver made by any such party with respect to the performance, or manner or time thereof, or any obligation of any other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of any other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of any other party.

8. **Implementation of Agreement.** The Parties hereto agree to cooperate with each other and to provide all necessary and reasonable documentation, certificates, consents in order to satisfy the terms and conditions of this Agreement.

9. **Counterparts.** This Agreement may be executed in counterparts. All such counterparts shall be deemed to be originals and together shall constitute but one and the same instrument.

10. **Effective Date.** The effective date of this Agreement shall be the date upon which all of the parties hereto have executed and delivered this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be properly executed and their corporate seals (where applicable) affixed and attested to as of the day and year first above written.

**ATTEST:**

**BOROUGH OF PAULSBORO**

\_\_\_\_\_  
KATHY VAN SCOY, Municipal Clerk

\_\_\_\_\_  
GARY C. STEVENSON, Mayor

**ATTEST:**

**SOUTH JERSEY PORT CORP.**

\_\_\_\_\_

\_\_\_\_\_  
Andrew Saporito  
Executive Director



# Exhibit A

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**RESOLUTION OF THE SOUTH JERSEY PORT CORPORATION BOARD OF DIRECTORS APPROVAL TO AUTHORIZE A TRANSFER OF SEVEN MILLION FOUR HUNDRED AND EIGHTEEN THOUSAND AND EIGHTY-NINE DOLLARS (\$7,418,089.00) TO THE BOROUGH OF PAULSBORO FOR THE WATER MAIN PROJECT TO THE PAULSBORO MARINE TERMINAL AND TO APPROVE THE AGREEMENT TITLED PAULSBORO PORT WATER MAIN SUPPORT AND ESCROW AGREEMENT; #2019-8-0068**

WHEREAS, the Members of the South Jersey Port Corporation Board of Directors have been presented and considered a Request for Action to approve the transfer and to approve the agreement, in the form of the agenda and minutes; and

WHEREAS, the Request for Action requested the Members to adopt a resolution authorizing certain actions by the South Jersey Port Corporation, as outlined and explained in said Request for Action.

NOW, THEREFORE, ON THIS 27th DAY of AUGUST 2019 BE IT RESOLVED BY THE MEMBERS OF THE SOUTH JERSEY PORT CORPORATION BOARD OF DIRECTORS AS FOLLOWS:

Section 1. The actions set forth in the Action Requested section of the Request for Action, attached hereto as Exhibit A, are hereby approved, subject to any conditions set forth as such in said Request for Action.

Section 2. The Request for Action, attached hereto as Exhibit A, is hereby incorporated and made part of this resolution as though set forth at length herein.

Section 3. This resolution shall take effect immediately upon expiration of the ten (10) business day period following the delivery of a true copy of this resolution accompanied by a summary of the action taken at the meeting by the Board to the Governor or immediately upon approval of the minutes by the Governor within the said ten (10) day period.

<b>Board Member</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstained</b>	<b>Recusal</b>	<b>Not Present</b>
Richard Alaimo, Chair	x				
Chad Bruner	x				
Robert Tighue	x				
Robert DeAngelo	x				
Jonathan Gershen	x				
Joseph Maressa, Jr.	x				
Eric Martins					x
Sheila Roberts	x				
Carl Styles	x				

**CERTIFICATE**

I, Raymond J. Zane, General Counsel to the South Jersey Port Corporation, do hereby certify that the foregoing is a true and correct copy of the resolution duly adopted and approved by the Members of the Port Corporation at a meeting duly called and held on the 27th of August 2019 and that not less than six Members of the Agency were present and voted in favor of said resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and impressed the seal of the Port Corporation this 27th day of August 2019.

\_\_\_\_\_  
 Raymond J. Zane  
 General Counsel to the South Jersey Port Corporation

I certify that this is a true copy of the Minutes of the South Jersey Port Corporation's Regular Open Session of the Board of Director's Meeting held Tuesday, August 27, 2019.

---

Raymond J. Zane  
General Counsel/South Jersey Port Corporation

