

RESOLUTION #87-15

2015 Revenue Fund

BE IT RESOLVED, by the South Monmouth Regional Sewerage Authority that Revenue Fund Requisition #12-15 in the total amount of \$463,055.13 is hereby approved for transfer as follows:

1. That \$326,531.95 is transferred from the Revenue Fund to the Operating Fund in satisfaction of all approved bills attached hereto and made a part thereof as of this date.
2. That \$136,523.18 is transferred from the Revenue Fund to the Payroll Fund to reimburse the Authority for the prior month's gross payroll and employer payroll taxes.

BE IT FURTHER RESOLVED, that bills listed in the aforesaid Revenue Fund Requisition be and are hereby approved for payment from the Operating and Payroll Funds.

BE IT FURTHER RESOLVED, that NJEIT/SAIL Transfer #13 in the total amount of \$32,723.16 is hereby ratified as required by the terms of the NJEIT-Memorandum of Agreement and as unanimously approved by the South Monmouth Regional Sewerage Authority Board of Commissioners by virtue of Resolution #35-14.

CERTIFIED TO BE A TRUE COPY OF A RESOLUTION DULY
ADOPTED BY THE SOUTH MONMOUTH REGIONAL
SEWERAGE AUTHORITY AT ITS REGULAR OPEN PUBLIC
MEETING ON 12-10-15.

BY: 
MICHAEL MATTIA – SECRETARY

2015 REVENUE FUND REQUISITION

Requisition #12-15

Total of Requisition: \$463,055.13

Date: December 10, 2015

CERTIFICATION

I hereby certify, on behalf of the South Monmouth Regional Sewerage Authority, that the expenses listed on the attached Revenue Fund Requisition have been approved for payment by the Authority. I further certify that (1) the expenses listed are reasonable, (2) the amounts being requisitioned for expenses plus amounts previously requisitioned during the present fiscal quarter for expenses classifiable in the same accounts do not exceed the amounts budgeted for those accounts for the quarter in the current budget on file with the Trustee.

SOUTH MONMOUTH REGIONAL SEWERAGE AUTHORITY

BY:



THOMAS B. NICOL – VICE CHAIRMAN

OR:

MICHAEL J. RUPPEL – ASSISTANT SECRETARY

SOUTH MONMOUTH REGIONAL SEWERAGE AUTHORITY
Supplemental Information to Requisition # 12 - 15
10-Dec-15

Total amount of checks **267,079.19**

Plus:

State Health Benefit Programs - Medical	37,563.45
State Health Benefit Programs - Rx	9,690.16
State Health Benefit Programs - Retirees	9,676.61
BC/BS - Dental Program	1,949.90
VSP - Eye Care	572.64

Re-imburse SMRSA for November, 2015 Gross Payroll	127,889.94
Re-imburse SMRSA for November, 2015 Employer Portion Federal Payroll Taxes	8,633.24

SUB - TOTAL **195,975.94**

Adjustments:

0.00
0.00

SUB - TOTAL **0.00**

REQUESTED AMOUNT OF WIRE TRANSFER **463,055.13**

WIRE INSTRUCTIONS:

A/P Checks	267,079.19
SHBP	56,930.22
Dental/ Vision	2,522.54
Adjustments	<u>0.00</u>

TO OPERATING ACCOUNT **326,531.95**

Payroll & Related Taxes	136,523.18
Adjustments	<u>0.00</u>

TO PAYROLL ACCOUNT **136,523.18**

REQUETSSED AMOUNT OF WIRE TRANSFER **463,055.13**

0.00

Range of Checking Accts: OPERATING to OPERATING Range of Check Ids: 15585 to 15639
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
15585	12/17/15	ACCURA50 ACCURATE WASTE REMOVAL SERVICE	7,559.34	156
15586	12/17/15	ALLISO50 ALLISON PEST CONTROL	60.00	156
15587	12/17/15	ASBURY33 ASBURY PARK PRESS	114.50	156
15588	12/17/15	BELMAR33 BELMAR PAINT	4.95	156
15589	12/17/15	BIOTR50 BIOTRIAD ENVIRONMENTAL	1,050.00	156
15590	12/17/15	BOROU12 BOROUGH OF BELMAR	1,548.38	156
15591	12/17/15	BUJAK50 Bernard Bujak	1,108.67	156
15592	12/17/15	CAPITAL1 Capital One N.A.	4,865.05	156
15593	12/17/15	CDIO500 CONSOLIDATED DIVISIONS, INC	5,550.00	156
15594	12/17/15	CLAYTO25 CLAYTON & SONS, RALPH	697.09	156
15595	12/17/15	CLEAR50 Cleary, Giacobbe, Alfieri Jaco	714.00	156
15596	12/17/15	CME50 C.M.E. Associates	1,692.50	156
15597	12/17/15	COAST50 COASTAL SOLUTIONS INC.	3,773.75	156
15598	12/17/15	DAFELD50 DafeIdecker Associates, LLC	145.00	156
15599	12/17/15	FERRA050 FERRAIOLI, WIELKOTZ, CERULLO,	525.00	156
15600	12/17/15	JAEGER50 JAEGER LUMBER	43.12	156
15601	12/17/15	JERSEY16 JERSEY CENTRAL POWER & LI	18,377.03	156
15602	12/17/15	KRAUSE50 Ryan Krause	198.38	156
15603	12/17/15	MANUF005 Manufacturers Edge, Inc	2,664.82	156
15604	12/17/15	MIHALK50 MIHALKO, JOHN	629.40	156
15605	12/17/15	MILLER50 MILLER, SUSAN	1,145.14	156
15606	12/17/15	MONMOU64 MONMOUTH TELECOM	439.03	156
15607	12/17/15	NJDIVM50 NJ MOTOR VEHICLES COMMISSION	151.00	156
15608	12/17/15	NJGRAV34 NJ GRAVEL & SAND CO INC	1,056.00	156
15609	12/17/15	NJNATL33 NJ NAT'L GAS	496.66	156
15610	12/17/15	ONECAL55 ONE CALL CONCEPTS	244.36	156
15611	12/17/15	PATROC50 PMR Building Maintenance, LLC	340.00	156
15612	12/17/15	PHILBR50 PHILBROOK, WALTER	97.90	156
15613	12/17/15	PHILLI50 PHILLIPS, JOHN F	1,258.80	156
15614	12/17/15	PREMIER5 Premier Magnesia, LLC	24,728.17	156
15615	12/17/15	QCLABO50 QC/EUROFINS QC, Inc.	1,459.50	156
15616	12/17/15	ROBERT50 ROBERTS, ROSEMARIE	629.40	156
15617	12/17/15	RUBBER50 RUBBER SUPPLY CO	1,570.63	156
15618	12/17/15	RUPPEL66 RUPPEL, MICHAEL	260.00	156
15619	12/17/15	SEABOA66 SEABOARD WELDING SUPPLY	75.00	156
15620	12/17/15	SHAFTS50 SHAFTS & SLEEVES	14,880.74	156
15621	12/17/15	SMRSAS50 SMRSA SPECIAL OPERATING	164.41	156
15622	12/17/15	SPECTR25 SPECTRASERV INC	22,648.00	156
15623	12/17/15	STAPLE50 STAPLES CREDIT PLAN	41.51	156
15624	12/17/15	STEVEN50 STEVENSON SUPPLY CO INC	675.88	156
15625	12/17/15	STONYB55 STONY BROOK REGIONAL	3,039.75	156
15626	12/17/15	SWEETS50 SWEET, SHIRLEY	629.40	156
15627	12/17/15	TAYLOR50 TAYLOR HARDWARE STORE	118.55	156
15628	12/17/15	TECH3333 Tech 3 Solutions, Inc.	2,162.03	156
15629	12/17/15	TIMBRO50 TIMBROOK, TIM	134.35	156
15630	12/17/15	UNIVAR50 UNIVAR USA INC	11,833.81	156
15631	12/17/15	USBANK50 U.S. Bank	4,500.00	156
15632	12/17/15	VERIWIRE Verizon wireless	1,078.92	156
15633	12/17/15	VERIZO25 VERIZON	610.09	156
15634	12/17/15	WALLTO50 WALL TOWNSHIP WATER/SEWER	577.93	156
15635	12/17/15	WALSH55 Walsh, Francis	1,258.80	156

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
15636	12/17/15	WILLI50 WILLIER ELECTRIC MOTOR REPAIR	750.00		156
15637	12/17/15	WINTER50 WINTERSTELLA, JOHN L	629.40		156
15638	12/17/15	WRIGHT50 WEX Bank - WrightExpress	778.05		156
15639	12/17/15	XYLEM50 XYLEM DEWATERING SOLUTIONS	115,295.00		156

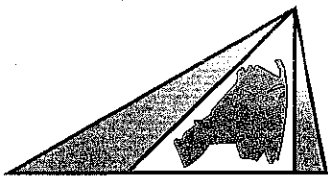
Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	55	0	267,079.19	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	<u>55</u>	<u>0</u>	<u>267,079.19</u>	<u>0.00</u>

Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
	5-01	267,079.19	0.00	0.00	267,079.19
Total of All Funds:		<u>267,079.19</u>	<u>0.00</u>	<u>0.00</u>	<u>267,079.19</u>

Totals by Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
	01	267,079.19	0.00	0.00	267,079.19
Total of All Funds:		<u>267,079.19</u>	<u>0.00</u>	<u>0.00</u>	<u>267,079.19</u>

S. MONMOUTH REGIONAL SEWERAGE AUTHORITY
Breakdown of Expenditure Account Current/Prior Received/Prior Open

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
	5-01	267,079.19	0.00	0.00	0.00	267,079.19
Total of All Funds:		<u>267,079.19</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>267,079.19</u>



**SOUTH MONMOUTH REGIONAL
SEWERAGE AUTHORITY**

www.smrsa.org

MICHAEL J. RUPPEL
Executive Director

1235 18th Ave
Belmar, NJ 07719
732-681-0611

December 14, 2015

Emailed: caroline.hunter@usbank.com

Ms. Caroline Hunter
US Bank
Two Liberty Place, Suite 2000
50 South 16th Street, 20th Floor
Philadelphia, PA 19102

RE: Revenue Fund Account Transfer -- Requisition # 12-15

Dear Caroline,

Accept this letter as written authorization to initiate and complete on **December 16, 2015** the following wire transfers to satisfy all known calendar year 2015 operating expenses approved at the SMRSA Regular Meeting held on **December 10, 2015**.

1. Wire transfer \$326,531.95 to the SMRSA Ocean First Operating Account.
2. Wire transfer \$136,523.18 to the SMRSA Ocean First Payroll Account.

Thank you for your assistance in this matter. If you have any questions or need additional information, please feel free to contact me at 732-681-0611.

Sincerely,


Bernard J. Bujak
Finance & Administration Manager

BJB:cb

Enclosures:
2015 Requisition and Bill List

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The South Monmouth Regional Sewerage Authority is a nationally recognized agency in pollution abatement. In 2010 the Authority placed into service the first Combined Heat and Power Co-Generation System at a wastewater facility in Monmouth County, New Jersey. As a result its user base is realizing reductions in annual electrical energy cost of nearly 60 percent, and reductions in thermal energy cost at nearly 95 percent. The Authority encourages its system users, affiliated agencies, students and the public at large to arrange a tour of our facility by visiting www.smrsa.org.

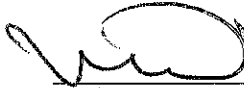
MEMBER TOWNS Belmar Brielle Lake Como Manasquan Sea Girt Spring Lake Spring Lake Heights Wall Township

RESOLUTION #88-15

Construction Project Fund

BE IT RESOLVED, by the South Monmouth Regional Sewerage Authority that bills listed in Construction Project Fund Req. #12-15 and totaling \$90,587.26 be and are hereby approved for payment from the Construction Project Fund.

CERTIFIED TO BE A TRUE COPY OF A RESOLUTION
DULY ADOPTED BY THE SOUTH MONMOUTH
REGIONAL SEWERAGE AUTHORITY AT ITS REGULAR
OPEN PUBLIC MEETING ON 12-10-15.



MICHAEL MATTIA – SECRETARY

**SOUTH MONMOUTH REGIONAL SEWERAGE AUTHORITY
CONSTRUCTION PROJECT FUND**

Requisition No. CPF #12-15

Date: December 10, 2015

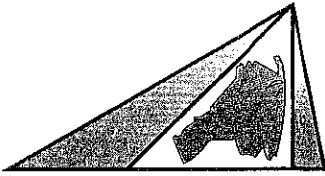
<u>Payee and Address</u>	<u>Character of Obligation</u>	<u>Amount</u>
CDM, Smith, Inc. 110 Fieldcrest Ave. #8; 6 th Floor Edison, NJ 08837 Attn: Joan Misseldine	Outfall Rehabilitation Project Resolution #39-15 Invoice No. 80540221/6	\$ 43,180.75
Jersey Central Power & Light 417 New Jersey Avenue Pt. Pleasant, NJ 08742 Attn: John H. Halsey	Belmar Pump Station Upgrades Resolution #90-15	\$ 40,218.34
New Jersey Environmental Infrastructure Trust 3131 Princeton Pike, Building 4, Suite 216 Lawrenceville, NJ 08648 Attn: Chief Budget Officer	Lake Como Pumping Station SAIL Loan Progress Payment # 9	\$ 284.31
New Jersey Environmental Infrastructure Trust 3131 Princeton Pike, Building 4, Suite 216 Lawrenceville, NJ 08648 Attn: Chief Budget Officer	Pitney Avenue Pumping Station SAIL Loan Progress Payment # 8	\$ 131.41
T&M Associates P.O. Box 828 Red Bank, NJ 07701 Attn: Richard Crane	On Call Construction – Belmar PS Resolution #57-15 DAC287948/286781 11/08/15	\$ 6,772.45
	TOTAL	\$ 90,587.26

IN CONNECTION THEREWITH, WE CERTIFY THAT THE ABOVE OBLIGATIONS TO BE PAID WERE PROPERLY INCURRED BY THE AUTHORITY AND ARE PROPER CHARGES AGAINST THE CONSTRUCTION FUNDS. THE AMOUNTS TO BE PAID BY THIS REQUISITION ARE DUE AND UNPAID AND THERE ARE NO LIENS OR OTHER CLAIMS AFFECTING THE RIGHT TO PAYMENT WHICH SHOULD BE SATISFIED AND DISCHARGED BEFORE PAYMENT IS MADE OR WHICH WILL NOT BE DISCHARGED BY THIS PAYMENT.

SOUTH MONMOUTH REGIONAL SEWERAGE AUTHORITY

BY:


MARY L. BURNE - TREASURER



**SOUTH MONMOUTH REGIONAL
SEWERAGE AUTHORITY**

www.smrsa.org

MICHAEL J. RUPPEL
Executive Director

1235 18th Ave
Belmar, NJ 07719
732-681-0611

December 14, 2015

Emailed: caroline.hunter@usbank.com

Ms. Caroline Hunter
US Bank
Two Liberty Place, Suite 2000
50 South 16th Street, 20th Floor
Philadelphia, PA 19102

RE: Construction Project Fund Requisition #12-15 – \$90,587.26

Dear Caroline,

Enclosed please find the above-referenced Construction Project Fund Requisition which was approved for payment by the Authority at its regular meeting, held on **December 10, 2015**. Payment of these bills should be made on **December 16, 2015** and disbursed from the SMRSA Series 2011 Project Fund.

Please have the check for Jersey, Central, Power & Light Company sent to my attention at SMRSA, 1235 18th Avenue, Belmar, NJ 07719.

Thank you for your assistance in this matter. If you have any questions or need additional information, please feel free to contact me at 732-681-0611.

Regards,


Bernard J. Bujak
Finance & Administration Manager

BJB/cb
Enclosure

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The South Monmouth Regional Sewerage Authority is a nationally recognized agency in pollution abatement. In 2010 the Authority placed into service the first Combined Heat and Power Co-Generation System at a wastewater facility in Monmouth County, New Jersey. As a result its user base is realizing reductions in annual electrical energy cost of nearly 60 percent, and reductions in thermal energy cost at nearly 95 percent. The Authority encourages its system users, affiliated agencies, students and the public at large to arrange a tour of our facility by visiting www.smrsa.org.

MEMBER TOWNS Belmar Brielle Lake Como Manasquan Sea Girt Spring Lake Spring Lake Heights Wall Township

RESOLUTION #89-15

A Resolution Request of Change in Title, Text or Amount of Appropriation Pursuant to N.J.A.C 5:31-2.8


WHEREAS, N.J.A.C. 5:31-2.8 provides that the Director of the Division of Local Government Services may, at the request of, or with the consent of, the governing body of an Authority or District, make such correction of the title, text or amount of any appropriation appearing in the budget as may be necessary to make said item of appropriation available for the purpose or purposes required for the needs of any such Authority or District.

NOW, THEREFORE, BE IT RESOLVED that in accordance with the provisions of N.J.A.C. 5:31-2.8, the South Monmouth Regional Sewerage Authority hereby requests the Director of the Division of Local Government Services to make the following corrections in the budget of the year 2015.

BE IT FURTHER RESOLVED that the foregoing correction is, in the opinion of this Authority, warranted and authorized by the statute above referred to, and is necessary for the orderly operation of the Authority for the reasons hereinafter set forth:

1. Increase in revenue with corresponding increase in budgeted costs as well as reclassification of budgeted amounts among expense categories.

CERTIFIED TO BE A TRUE COPY OF A RESOLUTION
DULY ADOPTED BY THE SOUTH MONMOUTH
REGIONAL SEWERAGE AUTHORITY AT ITS
REGULAR OPEN PUBLIC MEETING ON 12-10-15.



MICHAEL MATTIA – SECRETARY

Governing Body Member:

ROLL CALL	Moved	Seconded	Affirmative	Negative	Abstain	Excused
Mary L. Burne			X			
E. Gene Cory			X			
Ken Farrell			X			
Kevin Lynch	X					
Gary McLean			X			
Michael Mattia		X				
Thomas B. Nicol			X			
Kevin Thompson						X

APPROVED _____ 2015

Director, Division of Local Government Services

**RESOLUTION # 89-15
SOUTH MONMOUTH REGIONAL SEWERAGE AUTHORITY
RESOLUTION FINALIZING THE
2015 INCOME and APPROPRIATION BUDGETS**

	<u>Amended Budget 2015</u> (10/15)	<u>Adjusted by</u>	<u>Final Budget 2015</u> (12/15)
ADMINISTRATION			
Salary & Wages	405,180	0	405,180
Fringe Benefits	367,815	0	367,815
Other Expenses	520,897	-11,440	509,457
COST OF PROVIDING SERVICE			
Salary & Wages	1,378,884	0	1,378,884
Fringe Benefits	692,614	0	692,614
Other Expenses	1,778,282	58,365	1,836,647
2013 OPERATING BUDGET	5,143,672	46,925	5,190,597
<u>TOTAL EXPENSE</u>			
2013 Operating Budget	5,143,672	46,925	5,190,597
Debt - Series A 2010 Bond	723,538	0	723,538
Debt - Series B 2011 Bond (2003)	1,141,612	0	1,141,612
Reserve for Long Term Borrowing	213,605		213,605
200x NJ - EIT - Towns	381,824	0	381,824
<u>TOTAL EXPENSE</u>	<u>7,604,251</u>	<u>46,925</u>	<u>7,651,176</u>
ANTICIPATED REVENUES			
User Charges	6,806,761	0	6,806,761
Interest Income	6,425	2,875	9,300
Review Fees	0	0	0
Connection Fees	132,450	44,050	176,500
Rate Stabilization Fund	0	0	0
FEMA Accts. Receivable	56,700	0	56,700
Asset Mgt. Funding	126,500	0	126,500
Monmouth County OEM	72,000	0	72,000
Asset Mgt. - H2S	0	0	0
NJ - EIT - Towns	403,415	0	403,415
TOTAL ANTICIPATED REVENUE	<u>7,604,251</u>	<u>46,925</u>	<u>7,651,176</u>
NET SURPLUS/ DEFICIT	<u>0</u>	<u>0</u>	<u>0</u>

RESOLUTION # 90-15

A Resolution to Approve an Agreement with JCP&L for a "Pay-Now" Refundable Line Extension Contract for the Belmar Pump Station Upgrades

WHEREAS, during Super Storm Sandy in October of 2012, the Belmar Pumping Station Building received structural damage from the impact of a storm surge generated by the Atlantic Ocean, severely damaging electrical and mechanical equipment and rendered inoperable due to flooding in the pumping station; and

WHEREAS, the South Monmouth Regional Sewerage Authority (SMRSA) has determined the need to modify and upgrade its Belmar Pumping Station in order to make the pumping station and its equipment resistant to flood damage; to improve functionality; access and safety concerns with the station; and to make visible structures aesthetically appealing to the surrounding residents; and

WHEREAS, it has been determined that a new electric service is required for the Belmar Pump Station Upgrades; and

WHEREAS, JCP&L requires the SMRSA to enter into a "Pay-Now" Refundable Line Extension Contract in the amount of \$40,218.34 which is attached hereto and made a part of.

NOW, THEREFORE, BE IT RESOLVED by the South Monmouth Regional Sewerage Authority that:

1. The Executive Director is hereby authorized and directed to engage the services of JCP&L to perform services in accordance with their contract proposal dated December 10, 2015.
2. The Financial Officer of the Authority has certified that there are sufficient funds available to pay the compensation for said services.
3. That the Executive Director be and is hereby authorized and directed to execute said contract and any other required documents pertaining to this contract on behalf of the Authority.

CERTIFIED TO BE A TRUE COPY OF A RESOLUTION
DULY ADOPTED BY THE SOUTH MONMOUTH
REGIONAL SEWERAGE AUTHORITY AT ITS REGULAR
OPEN PUBLIC MEETING ON 12-10-15



MICHAEL MATTIA – SECRETARY



Work Request # 57620503
South Monmouth Sewer Authority
711 Ocean Ave
December 10, 2015

South Monmouth Sewer Auth
Attn To: Ryan R. Krause, P.E., C.M.E
1235 18th ave
belmar, NJ 07719

Contract Cover Letter

Enclosed please find Jersey Central Power & Light Company's contract forms and attachments as indicated below:

- Customer Options for Financing
- Agreement for Installation of Electric Distribution Facilities-PAY NOW
- Agreement for Installation of Electric Distribution Facilities-PAY LATER
- Blank W9 Form

NOTE: The Agreement specified above requires signatures* on the last page, with two (2) originals returned to me to the address specified below before I can release the job to the appropriate Line Department to schedule the construction of the facilities.

*For a Corporation, the President or Vice President signs and the Secretary or Treasurer attests (unless otherwise provided for, with an attached Corporate Resolution); for a Partnership (General or Limited), all of the General Partners sign with their signatures witnessed; for a Limited Partnership, the Managing Member signs with that signature witnessed; for a Husband and Wife, both must sign with their signatures witnessed; and for a Single Person or Proprietorship, that person must sign with that signature witnessed.

- Customer/Applicant Specifications / Proposal Letter
- Right-of-Way Requirements
- Letter-of-Credit with Attachments

Any of the following items, if indicated, must also be returned with this form:

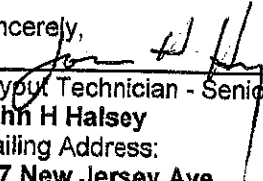
- Required Payment: **\$40,218.34**

Do not remit payment with this agreement - you will receive a separate invoice, once we receive your signed agreement back and the items checked below.

- Right-of-Way documents as specified
- The Letter-of-Credit completed by your financial institution
- Signed W9 Form

Also, please note that a minimum Redesign and Processing Charge of \$500.00 (including \$28.00 NJ Sales Tax) will be applicable if you require a redesign of this job. A firm Redesign Charge will be provided based upon the specific changes you request.

Sincerely,



Layout Technician - Senior
John H Halsey
Mailing Address:
417 New Jersey Ave
Pt Pleasant, NJ 08742

Phone: 732-714-2835
Fax: 732 892-5828
Email: jhalsey@firstenergycorp.com



Work Request # 57620503
South Monmouth Sewer Authority
711 Ocean Ave

"Pay-Now" Refundable Line Extension Contract

Your request for electric power requires Jersey Central Power & Light Company to extend electric distribution facilities to your service address. The costs set forth in this proposal are valid for a period not to exceed sixty (60) days from December 10, 2015 unless incorporated into a completed Contract arrangement as offered below.

The Company's Tariff for Electric Service - NJBPU No. 10 ("Tariff") which is on file with, and approved by, the New Jersey Board of Public Utilities ("NJBPU") directs JCP&L to evaluate customer requests to increase capacity or extend facilities based on the expected return on that investment, taking into account any contribution by the customer to such costs. In compliance with Tariff, JCP&L has evaluated your request and determined, considering the cost of those facilities and the revenues necessary to be derived from them, to proceed with such installation based upon a Refundable (Pay-Now) Line Extension Contract. Note that the dollar amounts provided below are based upon current Tariff rates, and would be modified in accordance with Tariff revisions as approved by the NJ BPU. **It is understood that nothing in this Agreement is to restrict the selection of an Electric Power Supplier by the Customer.**

"Pay-Now" Contribution Option

This option will require a payment in the amount of \$40,218.34 of which \$40,218.34 would be subject to refund in accordance with the "Conditions of Refund" (as described below).
Do Not Remit Payment With This Agreement - You Will Receive a Separate Invoice, Once We Receive Your Signed Agreement Back

"Conditions of Refund": Refer to Article 7 of the Agreement for Installation of Electric Distribution Facilities utilizing a "Refundable Customer Contribution"

Work Request # 57620503
Notification # 334065740
SP Order # 14687026



South Monmouth Sewer Authority

AGREEMENT FOR INSTALLATION OF ELECTRIC DISTRIBUTION FACILITIES Utilizing a "Refundable Customer Contribution"

THIS AGREEMENT, made on this date, December 10, 2015 by and between Jersey Central Power & Light Company, (hereinafter referred to as "Company"), and South Monmouth Sewer Auth (hereinafter referred to as "Customer"), with Mailing Address of 1235 18th ave, belmar, NJ, 07719 with a service location of 711 Ocean Ave, Belmar, Monmouth County; hereinafter collectively referred to as the "Parties".

WITNESSETH:

Whereas, Company's Tariff for Electric Service - NJBPU No. 10 ("Tariff") which is on file with, and approved by the New Jersey Board of Public Utilities ("NJBPU") directs the Company to evaluate customer requests to increase capacity or extend facilities based on the expected return on investment to the Company, taking into account any contribution by the Customer to such costs; and

Whereas, in compliance with the NJBPU Tariff, the Company has evaluated Customer's request to extend facilities and/or increase capacity ("Extension"), and has determined that, considering the cost to accommodate Customer's request and the revenues necessary to be derived therefrom, the Company is agreeable to proceed with the installation of the Extension based upon the terms of this Agreement; and

Whereas, Customer will require, and the Company will provide facilities described as follows: The existing 3 phase 150kva transformer to be replaced with a 300kva at its existing location with pad being modified as necessary by the customer. A single phase pad mounted transformer to be installed adjacent to and fed via 5" conduit run installed by the customer from the new 300kva transformer to the new single phase transformer. A fiberglass box pad to be supplied for the single phase transformer by JCP&L and installed by the customer with the existing submersible single phase transformer being removed by JCP&L. To accommodate JCP&L secondary conductors a 4" conduit run to be installed by customer extending from the new pad mounted single phase transformer to the existing enclosure on the ocean avenue side of the property which currently provides power to a man hole on the east side of Ocean Ave as well as existing street lights on the west side of ocean avenue. An existing underground residential service currently served from the submersible to be relocated by the customer to the new single phase pad mounted transformer. JCP&L to connect a 3 phase 277/480V customer owned underground service.

Whereas, (if necessary) Company will require, and the Customer will be responsible for supplying and installing facilities as designated by the Company in its "CUSTOMER/APPLICANT SPECIFICATIONS /PROPOSAL LETTER", which becomes an integral part of this Agreement ; and

Whereas, the cost for the Extension is separated into both: (a) non-refundable costs to be paid in advance for Customer requested special service location or installation costs which amounts to \$0.00; and (b) the balance of \$40,218.34, of which \$40,218.34 is subject to refund as described in Article 7 of this Agreement. These charges, and the alternative of making a Minimum Charge Contract, are described in the attached "Customer/Applicant Options For Financing The Installation Of Electric Distribution Facilities" which becomes an integral part of this Agreement; and

Whereas, in order for the Customer to realize whatever refunds may be made of the Customer's Contribution toward such Extension costs, Company agrees to enter into this Agreement for a period of ten (10) years; and

Whereas, it is understood that nothing in this Agreement is to restrict the selection of an Electric Power Supplier by the Customer;

Whereas, the Company is willing to provide the funding for this Extension on the condition that the Company have the opportunity for a reasonable recovery of such investment during the term of this Agreement; and

Whereas, Customer is agreeable to this Agreement with Company in order to achieve the described Extension;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and intending to be legally bound hereby, Company and Customer agree as follows:

Article 1 - Incorporation of Preamble: The recitals contained in the Preamble of this Agreement are hereby incorporated into, and form a part of, this Agreement between Company and Customer,

Article 2 - Location: At Customer's sole expense, Company agrees: (a) to use its best efforts to obtain the necessary rights-of-way and consents, and having obtained same, (b) to furnish with reasonable diligence, the necessary labor and materials to construct and complete an Extension to serve Customer's service location ("Premises").

Article 3 - Rate for Electric Service: In order to induce the Company to make the investment required to extend the facilities as Customer has requested and to provide the Company with a reasonable assurance of payback on that investment, Customer agrees to be billed in accordance with the provisions of Company's Tariff for Electric Service with applicable modifying riders and as it may be modified, supplemented or superseded from time to time. Such rates to include Customer Charges, Demand Charges, Minimum Charges and Energy Charges as defined in such rate schedules.

Article 4 - Effective Date: The effective date of this Agreement shall be upon execution by Company and Customer.

Article 5 - Term of Agreement: In order to accommodate Customer's need for the supply of electricity, and in order to provide Company with the opportunity to recover a reasonable return on its capital investment, the term of this Agreement as it relates to the provision and receipt of electric service shall be for a period of ten (10) years, beginning with the date Customer is capable of accepting service at its Service Location; however, in no event shall the date for the initiation of service and billing under the provisions of this Agreement be later than the date the meter is set to begin registration of Customer's electric service usage, nor later than ninety (90) days from the Effective Date of this Agreement. This Agreement shall terminate upon the fulfillment of all terms and conditions specified herein.

Article 6 - Commencement of Service: Commencing with the date Customer is capable of accepting electric service at the Service Location, and the Company is capable of providing such service, the Customer shall take and pay for said electric service from Company.

Article 7 - Conditions of Refund: Customer shall be eligible for refunding of the \$40,218.34 advanced for a period not to exceed ten (10) years. Annual refunds will be made in the amount of ten times of distribution revenues as defined in the JCP&L's Tariff for Service billed during that 12-month period, the sum of which shall not exceed the amount subject to refund. When the

service is for multiple accounts, the distribution revenues from all such accounts will be used to determine annual refunds. It is recommended that the Applicant contact the Company at the end of each 12-month period, to determine eligibility for a refund. All refundable deposits shall be non-interest bearing.

Article 8 - Right of Way: Customer also agrees to execute Company's RIGHT-OF-WAY AGREEMENT which becomes an integral part of this Agreement. Such Agreement is to convey free of charge to Company a right of way appurtenant to any property owned by Customer and necessary or convenient for the Extension. Where necessary, Customer also shall obtain on Company's behalf, but at no cost to Company, such additional rights-of-way which may be required for the Extension. This Agreement shall become null and void and the obligations and covenants of Customer and Company shall cease in the event that Company is unable to acquire the necessary rights-of-way and consents.

Article 9 - Entire Agreement: The provisions of this Agreement and its Attachments shall constitute the entire integrated agreement of the Parties. No prior or contemporaneous communications shall be relevant or admissible for purposes of determining the meaning or extent of any provisions herein in any litigation or other proceeding regarding same.

Article 10 - Agreement Modifications: No changes, additions, modifications or amendments of this Agreement shall be effective unless they are set out in writing and signed by the Parties hereto.

Article 11 - Further Documents: The Parties shall execute such other documents as may be reasonably necessary to effectuate the terms and conditions of this Agreement.

Article 12 - Miscellaneous: Except as otherwise modified by this Agreement or by the Tariff, Customer shall be subject to the terms and conditions of Customer's Service Classification.

Article 13 - Successors and Assigns: This Agreement shall be binding upon Customer and Company, their heirs, administrators, executors, successors and assigns, as the case may be; PROVIDED HOWEVER, Customer may not assign this Agreement to any entity other than Customer's lenders, affiliates and partners, except upon Customer first giving Company written request for such assignment by registered mail, return receipt requested, and upon prior written approval of the assignment by the Company. Such approval shall not be necessary, however, unless there is an Unrecovered Capital Investment balance (see Article 6).

Article 14 - Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Article 15 - Approvals: This Agreement is subject to Company's receipt of necessary regulatory approvals or authorizations, if any.

Article 16 - Unanticipated Conditions: If upon commencing installation of the line extension, the Company encounters unanticipated conditions such as environmental concerns, digging in conditions that require equipment other than a backhoe, or other obstacles that do not allow standard design methods of construction to be employed, then the costs that were developed for this agreements, which were based upon standard design, shall be deemed null and void. The Company will redesign the job based upon actual field conditions, and present the Customer with modified costs and/or methods of installation which will constitute an addendum to this contract.

Article 17 - Additional item: NONE

Article 18 - The Company agrees to provide electric power for safe, adequate and proper service based upon load information that the Customer or the Customer's representative has submitted to the Company. Based upon that information, the Company has determined that the

total diversified load to be served shall be 174 KW.

Prior to making any future material increase or decrease in connected load, demand, or other conditions of use of service or change of purpose, arrangement, or characteristic of electrical equipment, the Customer agrees to notify the Company of such intention so that the Company may determine if any changes in its distribution facilities will be required in order to maintain safe, adequate and proper service to the Customer under the changed proposed conditions.

Failure of the Customer to provide prior notice to the Company of such change shall render the Customer responsible and liable for any damage to the Company's facilities and injury to its employees caused by the changed conditions. In addition, any undisclosed Customer load increase may result in an interruption of electric service during peak conditions

Article 19 - Service Installation Requirements: All service installation work to be performed by the Customer is to be done in accordance with the most current edition of the Company's "Information and Guidance for Customer Electric Service" (Form 115) manual and any changes, revisions or amendments thereto.

IN WITNESS WHEREOF, Customer and Company have caused this Agreement to be executed, in duplicate, within thirty (30) days from the day and year specified at the beginning of this Agreement. Such execution becomes valid only if this Agreement has been signed by the Parties and returned to the Company within that thirty (30) day period.

Customer and Company have caused this Agreement to be executed, in duplicate, the day and year first above written.

Jersey Central Power & Light Company

Witness/Attest: _____

Signed by: _____
Supervisor

CUSTOMER: South Monmouth Sewer Auth

Witness/Attest: _____

Signed by: 

Print Name: Executive Director

Printed Name / Title:

Title: Michael J. Ruppel

Ryan Krause

From: Halsey, John H <jhalsey@firstenergycorp.com>
Sent: Thursday, December 10, 2015 9:53 AM
To: Ryan Krause
Cc: Larsen, Danielle M; Wilson, Clarence A; Potter, Thomas C
Subject: RE: SMRSA Belmar PS
Attachments: 20151210084451216.pdf; 20151210093851323.pdf

Ryan, Attached is a copy of the contract for this project and a sketch w/spec sheets. I have put the originals in the mail to your attention at 1235 18th avenue. 2 original signed copies of page 5 of the Agreement for Installation of Electric Distribution Facilities as well as the W-9 (needed for refundable) form will need to be returned to me for review by JCP&L manager. Once reviewed a signed copy will be returned to you and the invoice will be created for payment to OHIO.
John

From: Halsey, John H
Sent: Monday, December 07, 2015 1:15 PM
To: 'Ryan Krause' <engineer@smrsa.org>
Cc: Danielle M Larsen (dmlarsen@firstenergycorp.com) <dmlarsen@firstenergycorp.com>; Clarence A Wilson (cawilson@firstenergycorp.com) <cawilson@firstenergycorp.com>; Potter, Thomas C <tpotter@firstenergycorp.com>
Subject: RE: SMRSA Belmar PS

Yes I did Ryan. Will finish proposal this week. Apparently the service to the adjacent residence is fed directly from the submersible transformer that is being removed and therefore will need to be changed to feed from the Enclosure at the street. Your electrician will need to replace this service and coordinate with the home owner.
John

From: Ryan Krause [<mailto:engineer@smrsa.org>]
Sent: Monday, December 07, 2015 12:52 PM
To: Halsey, John H <jhalsey@firstenergycorp.com>
Subject: RE: SMRSA Belmar PS

John,

Just following up have you heard back from cable department re: below info?

Also confirming the temp service(DR # 000334614716) is set to go, just waiting for contractor(allied) to install and get temp meter pan inspected?

Thanks in advance,

Ryan

Ryan R. Krause, P.E., C.M.E
Authority Engineer
South Monmouth Regional Sewerage Authority
1235 18th Ave
Belmar, NJ 07719

732-681-0611 Office
732-280-9332 Fax
engineer@smrsa.org

From: Halsey, John H [<mailto:jhalsey@firstenergycorp.com>]
Sent: Wednesday, November 25, 2015 9:33 AM
To: Matthew Marcinczyk <mmarcinczyk@alliedconstructgroup.com>
Cc: 'Dean Madden' <dmadden@alliedconstructgroup.com>; 'Ryan Tiernan' <rtiernan@alliedconstructgroup.com>; Ryan Krause <engineer@smrsa.org>
Subject: RE: SMRSA Belmar PS

Happy Thanksgiving!

I have finished however just need Cable department to review. Should be ready next week.
John

I have attached a sketch indicating what I have proposed at the pump station in Belmar.

- The existing 3 phase transformer is being upgraded to a 300kva at its existing location with the pad being modified as necessary by the customer.
- A single phase pad-mounted transformer will be installed on a fiberglass box pad next to and tapped off of the 3 phase transformer.
- The existing submersible single phase transformer will be removed
- A 4" conduit run will be installed by the customer for JCP&L secondary conductors from the 25kva to the existing SE61073BLM which is to remain.

I am asking Cable department

1. Is the service for 709 Ocean Ave fed from SE61073BLM? It may need to be opened to confirm unless you know already.
2. Would 500cu 600v Secondary be appropriate for the secondary from the new single phase transformer to the SE or would 350mcm al be OK? (350al good for 450amp) Is 4" conduit OK?
3. How many hours/crews should I add for Cable Department work needed to remove the existing submersible and make connections and other associated work in the SE61073BLM?

From: Matthew Marcinczyk [<mailto:mmarcinczyk@alliedconstructgroup.com>]
Sent: Wednesday, November 25, 2015 8:07 AM
To: Halsey, John H <jhalsey@firstenergycorp.com>
Cc: 'Dean Madden' <dmadden@alliedconstructgroup.com>; 'Ryan Tiernan' <rtiernan@alliedconstructgroup.com>; 'Ryan Krause' <engineer@smrsa.org>
Subject: SMRSA Belmar PS

John:

Can you please give us an update on where you are at with the new permanent electric service and with the new single phase transformer relocation work? We will be setting up our bypass pumping equipment starting next week and we will need to have that single phase transformer moved out of the vault shortly thereafter.

Have a Happy Thanksgiving!

Thanks,

Matthew Marcinczyk, P.E.

Allied Construction Group, Inc.
499 Washington Road
Parlin, NJ 08859

P (732) 257-0772
F (732) 257-0774

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RESOLUTION #91-15

Resolution Ratifying the Hiring of Mr. Andrew J. Moore For the Shift Operator Vacancy

WHEREAS, the South Monmouth Regional Sewerage Authority has two openings for a Shift Operator; and

WHEREAS, the available positions were posted at the plant in accordance with the Collective Bargaining Agreement and was advertised in the Asbury Park Press, and posted on the Authority, American Water Works Association (AWWA), Association of Environmental Authorities (AEA), and jobs4jersey websites; and

WHEREAS, the Superintendent and Executive Director interviewed three (3) candidates and subsequently decided upon one (1) of the most qualified and interested in the position of Shift Operator; and

WHEREAS, all interviewed candidates were ranked relative to credentials, self-development, knowledge of operations and shift work experience among other items; and

WHEREAS, Mr. Andrew J. Moore of Toms River, New Jersey was found to be duly qualified and ranked as the top rated candidate by the Executive Director; and

WHEREAS, the Executive Director has stated that the selection process has in fact complied in accordance with the Collective Bargaining Agreement and has made an offer of employment effective December 14, 2015.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby ratifies the actions of the Executive Director and authorizes the hiring of Mr. Andrew J. Moore as Shift Operator at a starting salary of \$31.26 per hour effective December 14, 2015. The new hire is considered a probationary employee for the first ninety (90) days of his continuous employment as per Union Contract, Article XI.

CERTIFIED TO BE A TRUE COPY OF RESOLUTION
DULY ADOPTED BY THE SOUTH MONMOUTH
REGIONAL SEWERAGE AUTHORITY AT ITS REGULAR
OPEN PUBLIC MEETING ON 12/10/15.



MICHAEL MATTIA - SECRETARY

RESOLUTION # 92-15

Resolution Ratifying the Actions of the Executive Director
in Severing the Employment Relationship Between the Authority and
Employee Number 20203, Effective December 10, 2015

WHEREAS, at an Open Public Meeting of October 8, 2015, the South Monmouth Regional Sewerage Authority authorized the hiring of Employee Number 20203 as a probationary employee; and

WHEREAS, having given the employee approximately sixty days to allow the Authority adequate time to fully assess a prospective permanent employee's skills and abilities to perform under the job description for which he may be hired; and

WHEREAS, during this time of assessment, Management is of the strong opinion that the individual will not meet the requisite expectations of being a permanent Operator Journeyman either in the balance of the remaining probation period or within a reasonable period of time thereafter.

NOW THEREFORE, BE IT RESOLVED that the Board of Commissioners hereby ratifies the actions of the Executive Director and authorizes the severance of Employee Number 20203, effective December 10, 2015.

CERTIFIED TO BE A TRUE COPY OF RESOLUTION
DULY ADOPTED BY THE SOUTH MONMOUTH
REGIONAL SEWERAGE AUTHORITY AT ITS REGULAR
OPEN PUBLIC MEETING ON 12-10-15.



MICHAEL MATTIA - SECRETARY