

RESOLUTION #30-19

2019 Revenue Fund

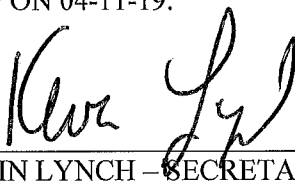
BE IT RESOLVED, by the South Monmouth Regional Sewerage Authority that Revenue Fund Requisition #04-19 in the total amount of \$290,165.32 is hereby approved for transfer as follows:

1. That \$139,530.82 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 \$150,634.52 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.

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 04-11-19.

BY:



KEVIN LYNCH - SECRETARY

2019 REVENUE FUND REQUISITION

Requisition #04-19

Total of Requisition: \$ 290,165.32

Date: April 11, 2019

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:


E. GENE CORY - CHAIRMAN

SOUTH MONMOUTH REGIONAL SEWERAGE AUTHORITY
Supplemental Information to Requisition # 04 - 19
10-Apr-19

Total amount of checks **87,941.44**

Plus:

State Health Benefit Programs - Medical	29,672.47
State Health Benefit Programs - Rx	5,723.61
State Health Benefit Programs - Retirees	13,272.62
Employer Liability for Annual Pension Contribution - PERS	0.00

BC/BS Dental Program	2,213.28
VSP - Eye Care	707.40

Re-imburse SMRSA for March, 2019 Gross Payroll	140,373.38
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Re-imburse SMRSA for March, 2019 Employer Portion Federal Payroll Taxes	10,261.12
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SUB - TOTAL **202,223.88**

Adjustments:

	0.00
	0.00
	<u>0.00</u>

SUB - TOTAL **0.00**

REQUESTED AMOUNT OF WIRE TRANSFER **290,165.32**

WIRE INSTRUCTIONS:

A/P Checks	87,941.44
SHBP	48,668.70
Dental/ Vision	2,920.68
Adjustments	<u>0.00</u>

TO OPERATING ACCOUNT **139,530.82**

Payroll & Related Taxes	150,634.50
Annual PERS Contribution	0.00
Adjustments	<u>0.00</u>

TO PAYROLL ACCOUNT **150,634.50**

REQUETSED AMOUNT OF WIRE TRANSFER **290,165.32**

0.00

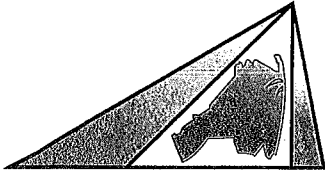
P.O. Type: All
Range: First to Last
Format: Condensed

Open: N Paid: N Void: N
Rcvd: Y Held: Y Aprv: N
Bid: Y State: Y Other: Y Exempt: Y

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
19-00043	01/11/19	MESCO005	MESCO-MUENZ/ENGINEERED SALES	Open	1,072.85	0.00	
19-00108	02/05/19	FAZZIO50	Joseph Fazzio - Wall LLC	Open	495.08	0.00	
19-00117	02/07/19	ASHOME50	A'S HOME & GARDEN CENTER	Open	109.20	0.00	
19-00119	02/07/19	MONMOU32	MONMOUTH COUNTY TREASURER	Open	1,070.43	0.00	
19-00130	02/13/19	SHOREI50	SHORE INDUSTRIAL/IDEAL SU	Open	76.62	0.00	
19-00134	02/13/19	MONMOU80	MONMOUTH TRUCK EQUIPMENT	Open	259.00	0.00	
19-00143	02/15/19	STRANT50	STANTON EQUIPMENT COMPANY	Open	3,075.00	0.00	
19-00145	02/19/19	SCPSC50	SCP SCIENCE	Open	82.00	0.00	
19-00148	02/19/19	TAYLOR50	TAYLOR HARDWARE STORE	Open	43.25	0.00	
19-00158	02/20/19	WORKNG50	WORK 'N GEAR	Open	125.00	0.00	
19-00160	02/20/19	PCSPU005	PCS PUMP & PROCESS, Inc.	Open	1,245.73	0.00	
19-00162	02/21/19	JEMIND50	JEM INDUSTRIAL SERVICES, INC	Open	749.90	0.00	
19-00164	02/21/19	COUNT50	COUNTRY CLEAN PAPER SUPPLIES	Open	844.27	0.00	
19-00165	02/22/19	TJMCO005	TJM CONTROLS, INC	Open	1,350.00	0.00	
19-00170	02/22/19	HOMED50	HOME DEPOT CREDIT SERVICE	Open	787.65	0.00	
19-00171	02/25/19	CLAYTO50	CLAYTON BLOCK CO.INC.	Open	42.50	0.00	
19-00172	02/26/19	FAZZIO50	Joseph Fazzio - Wall LLC	Open	924.00	0.00	
19-00174	02/26/19	ACCAU005	ACC Automated Control Concepts	Open	1,500.00	0.00	
19-00175	02/26/19	DAFELD50	Dafeldecker Associates, LLC	Open	353.00	0.00	
19-00179	02/26/19	GRAING50	GRAINGER INC	Open	1,035.94	0.00	
19-00180	02/26/19	NJWEA-66	NJWEA	Open	1,574.00	0.00	
19-00185	02/28/19	MCMAST50	MCMMASTER-CARR	Open	179.23	0.00	
19-00186	02/28/19	JAEGER50	JAEGER LUMBER	Open	74.21	0.00	
19-00188	02/28/19	HACHCO50	HACH CO.	Open	2,054.03	0.00	
19-00189	02/28/19	WBMASON	W.B. MASON	Open	361.66	0.00	
19-00192	03/01/19	ONECAL55	ONE CALL CONCEPTS	Open	162.76	0.00	
19-00194	03/01/19	XYLEM50	XYLEM DEWATERING SOLUTIONS	Open	1,407.00	0.00	
19-00197	03/04/19	WORKNG50	WORK 'N GEAR	Open	263.50	0.00	
19-00199	03/04/19	GARDE005	GARDEN STATE LABORATORIES, INC	Open	1,572.50	0.00	
19-00200	03/04/19	VANWIC50	VAN WICKLE AUTO SUPPLY	Open	226.75	0.00	
19-00203	03/05/19	FIREST50	FIRESTONE COMPLETE AUTO CARE	Open	197.38	0.00	
19-00219	03/11/19	SCHWAA50	SCHWAAB INC	Open	56.49	0.00	
19-00220	03/11/19	GRAING50	GRAINGER INC	Open	144.51	0.00	
19-00222	03/11/19	ADPINC50	ADP, LLC	Open	1,442.74	0.00	
19-00223	03/11/19	BIOTR50	BIOTRIAD ENVIRONMENTAL	Open	960.00	0.00	
19-00224	03/11/19	FAZZIO50	Joseph Fazzio - Wall LLC	Open	68.12	0.00	
19-00225	03/11/19	MANNAB50	MANNA & BONELLO P.A.	Open	1,951.00	0.00	
19-00226	03/11/19	CLEARY50	Cleary, Giacobbe, Alfieri Jaco	Open	770.00	0.00	
19-00232	03/12/19	DAFELD50	Dafeldecker Associates, LLC	Open	159.00	0.00	
19-00233	03/12/19	BOROUG24	BOROUGH OF BRIELLE	Open	181.31	0.00	
19-00234	03/12/19	PITNEY33	PITNEY BOWES GLOBAL	Open	209.43	0.00	
19-00235	03/12/19	JCIJON50	JCI JONES CHEMICALS INC	Open	16,413.25	0.00	
19-00236	03/15/19	FAZZIO50	Joseph Fazzio - Wall LLC	Open	553.08	0.00	
19-00242	03/20/19	SAFETY66	SAFETY KLEEN CORP	Open	847.57	0.00	
19-00243	03/20/19	BIGLEY50	BIGLEY, BARNEY	Open	139.50	0.00	
19-00244	03/20/19	COAST50	COASTAL SOLUTIONS INC.	Open	573.20	0.00	
19-00245	03/20/19	STONYB55	STONY BROOK REGIONAL	Open	3,500.00	0.00	
19-00246	03/20/19	JERSEY16	JERSEY CENTRAL POWER & LI	Open	18,531.82	0.00	
19-00247	03/20/19	DOVER05	Dover Oil Company	Open	660.97	0.00	
19-00250	03/25/19	NJNATL33	NJ NAT'L GAS	Open	1,302.62	0.00	

PO #	PO Date	Vendor	PO Description	Status	Amount	Void Amount	PO Type
19-00251	03/25/19	USBANK50	U.S. Bank	2011A Admin Fee Inv #5280820	Open	2,200.00	0.00
19-00253	03/25/19	VERIZO25	VERIZON	March 2019	Open	699.38	0.00
19-00255	03/25/19	BELMAR33	BELMAR PAINT	Inv #417952 dtd 3/20	Open	142.32	0.00
19-00257	03/26/19	BOROU72	BOROUGH OF SPRING LAKE	1st Qtr 2019	Open	409.38	0.00
19-00258	03/26/19	WASTEM50	WASTE MANAGEMENT OF NJ	Inv #2987528-0515-0 April 19	Open	101.29	0.00
19-00259	03/26/19	VERIWIRE	Verizon Wireless	March 2019	Open	453.97	0.00
19-00261	03/26/19	PHILBR50	PHILBROOK, WALTER	Course Completion Adv Collect	Open	137.50	0.00
19-00262	03/26/19	ROCKW005	Rockwell, Frank	Course Completion Adv Collect	Open	137.50	0.00
19-00263	03/26/19	MILLER50	MILLER, SUSAN	APRIL REIMBURSEMENT 2019	Open	333.01	0.00
19-00264	03/26/19	PURCH33	PURCHASE POWER PROC	Postage Meter Refill	Open	1,000.00	0.00
19-00265	03/27/19	PATROC50	PMR Building Maintenance, LLC	March 2019 Service	Open	400.00	0.00
19-00269	03/29/19	AHERNC50	AHERN BLUEPRINTING INC	Inv #130837 dtd 3/27	Open	102.40	0.00
19-00273	04/01/19	ROCKW005	Rockwell, Frank	Reimbursement Turtle Supplies	Open	91.04	0.00
19-00274	04/01/19	MGL50	MGL Printing Solutions	Inv #162904 dtd 3/26 checks	Open	359.00	0.00
19-00275	04/01/19	GPANJ55	GPANJ Inc. Symposium	Bujak - Registration # 11179	Open	250.00	0.00
19-00276	04/01/19	MRKEY005	MR KEYS, INC	Inv #27745	Open	80.00	0.00
19-00279	04/02/19	SEABOA66	SEABOARD WELDING SUPPLY	Inv #894395 dtd 3/31	Open	93.75	0.00
19-00287	04/04/19	WRIGHT50	WEX Bank - WrightExpress	March 2019	Open	958.38	0.00
19-00288	04/04/19	MONMOU64	MONMOUTH TELECOM	Inv #291935 dtd 4/1	Open	344.05	0.00
19-00289	04/04/19	WALLTW50	WALL TWP BUR OF FIRE PREV	Inv 19-4743 2019 Inspect/Permt	Open	1,008.00	0.00
19-00290	04/04/19	COASTS50	COAST STAR	Grit Collection Ad #12838	Open	57.40	0.00
19-00293	04/05/19	MANNAB50	MANNA & BONELLO P.A.	March 2019	Open	1,681.00	0.00
19-00294	04/05/19	CAPITAL1	Capital One N.A.	March 2019	Open	812.23	0.00
19-00295	04/05/19	OPTIM005	OPTIMUM	March 2019	Open	173.61	0.00
19-00297	04/08/19	CLEARY50	Cleary, Giacobbe, Alfieri Jaco	Inv #68312 March 2019	Open	227.50	0.00
19-00298	04/08/19	STONYB55	STONY BROOK REGIONAL	March 2019	Open	3,675.00	0.00
19-00299	04/08/19	ASBURY33	ASBURY PARK PRESS	AD #3475326 PS Upgrades	Open	234.68	0.00

Total Purchase Orders:	77	Total P.O. Line Items:	0	Total List Amount:	87,941.44	Total Void Amount:	0.00
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**SOUTH MONMOUTH REGIONAL
SEWERAGE AUTHORITY**

www.smrsa.org

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

April 12, 2019

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: 2019 Revenue Fund Account Transfer -- Requisition # 04-19

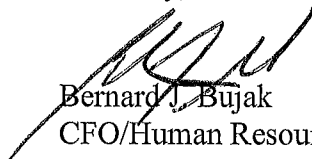
Dear Caroline,

Accept this letter as written authorization to initiate and complete on *April 17, 2019* the following wire transfers to satisfy all known calendar year 2019 operating expenses approved at the SMRSA Regular Meeting held on *April 11, 2019*.

1. Wire transfer \$ 139,530.82 to the SMRSA Ocean First Operating Account.
2. Wire transfer \$ 150,634.52 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
CFO/Human Resource Director

BJB:cb

Enclosures:
2019 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 #31-19

Construction Project Fund

BE IT RESOLVED, by the South Monmouth Regional Sewerage Authority that bills listed in Construction Project Fund Req. #04-19 and totaling \$170,443.04 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 04-11-19.



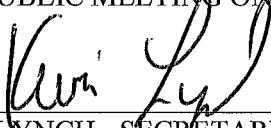
KEVIN LYNCH - SECRETARY

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REGIONAL SEWERAGE AUTHORITY AT ITS REGULAR
OPEN PUBLIC MEETING ON 04-11-19.



KEVIN LYNCH - SECRETARY

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

Requisition No. CPF #04-19

Date: April 11, 2019

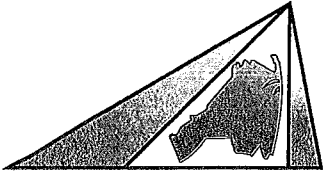
<u>Payee and Address</u>	<u>Character of Obligation</u>	<u>Amount</u>
CDM Smith 15050 Collection Center Drive Chicago, Ill 60693 Attn: Joan Misseldine	Outfall Pipe Condition Assessment Plan Resolution #79-18 Invoice No. 90068678	\$ 13,256.25
Highmark Analytics 14 Butler Road Harwick, NJ 07825 Attn: Cheryl Lewis	Heated Sample Line Invoice Number 0007980 Date 03.27.2019	\$ 2,937.00
Mott MacDonald P.O. Box 510344 Pittsburgh, PA 15250-0344 Attn: Annamarie Barbieri	SMRSA Pump Station Upgrades Resolution #53-18 Invoice # IV00283458	\$ 30,847.50
Northeast Remsco Construction, Inc. 1433 Route 34, B1 Farmingdale, NJ 07727	Co-Gen Resiliency Upgrade Project Resolution #09-18 Application No. 7	\$ 108,059.70
PS&S, LLC 67B Mountain Blvd., Ext. P.O. Box 4039 Warren, New Jersey 07059	On-Call Construction Management Services for Co-Gen Resolution #10-18 Invoice # 131839	\$ 6,055.42
PS&S, LLC 67B Mountain Blvd., Ext. P.O. Box 4039 Warren, New Jersey 07059	On-Call Construction Management Services for Co-Gen Resolution #10-18 Invoice # 131356	\$ <u>9,287.17</u>
	TOTAL	\$ 170,443.04

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 KNOWN 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: _____


KEN FARRELL – TREASURER



SOUTH MONMOUTH REGIONAL SEWERAGE AUTHORITY

www.smrsa.org

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

April 12, 2019

Emailed: caroline.hunter@usbank.com

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

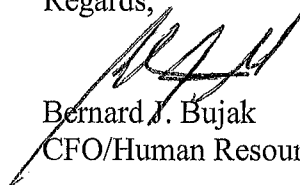
RE: Construction Project Fund Requisition #04-19 – \$ 170,443.04

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 ***April 11, 2019***. Payment of these bills should be made on ***April 17, 2019*** and disbursed from the SMRSA Series 2011 Project Fund.

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
CFO/Human Resource Director

BJB/cb
Enclosure

F:\Chris\AUTHORITY MTGS\BANK TRANSFERS\2019 Bank Ltrs\2019 CPF 04-19 - 04-11-19.docx

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 #32-19

A Resolution Awarding the 2019 Grit Collector and Settling Tank Parts and Materials Contract to Brentwood Industries Inc.

WHEREAS, the South Monmouth Regional Sewerage Authority maintains four Settling Tanks for the purpose of separating settleable materials from wastewater and concentrating these solids into minimal volume for sludge digestion; and

WHEREAS, in the normal course of operation, routine maintenance, repair and part replacement is required to prevent odor nuisances and equipment failure; and

WHEREAS, it is the intention of the South Monmouth Regional Sewerage Authority to maintain all of its assets and equipment in proper working order at all times; and

WHEREAS, it has been determined that through the normal course of system operations the need has arisen to replace and restock certain settling tank parts and materials (Troughs-Weirs); and

WHEREAS, at an Open Public Meeting of September 13, 2018 the Authority unanimously approved Resolution 80-18 authorizing the Executive Director to publicly advertise for the receipt of public bids for the aforementioned setting parts and materials; and

WHEREAS, bids were received and read aloud on Wednesday, April 10, 2019 and examined by the Authority's Attorney and Executive Director; and

WHEREAS, it was determined by the Authority that the lowest responsive bid was that of Brentwood Industries Inc. of Reading, Pennsylvania; and

WHEREAS, it is the recommendation of staff that the Authority award the 2019 Furnish and Deliver Grit Collector and Settling Tank Parts and Material Contract to Brentwood Industries, Inc. of Reading Pennsylvania for the parts and materials outlined in the proposal; and

WHEREAS, Local Public Contracts Law N.J.S.A. 40A: 11-1 et seq. requires that a resolution awarding the contract be printed in newspapers of general circulation not more than ten (10) days after passage of the resolution.

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

1. The Executive Director be and is hereby authorized and directed to engage the services of Brentwood Industries Inc., of Reading Pennsylvania for the procurement of Grit Collector and Settling Tanks Parts and Materials in accordance with their bid dated April 10, 2019.
2. The Financial Officer of the Authority has certified that there are sufficient funds available to pay for the procurement of said equipment.

3. That this agreement as a Fair and Open Contract between Brentwood Industries Inc., of Reading Pennsylvania and the Authority is hereby approved.
4. That the Executive Director be and is hereby authorized to execute said contract on behalf of the Authority.

LASTLY BE IT RESOLVED by the South Monmouth Regional Sewerage Authority that the statements contained in the foregoing preamble be and are hereby incorporated into this Resolution as if more fully set forth herein at length.

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 04-11-19.



KEVIN LYNCH - SECRETARY

RESOLUTION #33-19

A Resolution Authorizing an Agreement with the Passaic Valley Sewerage Commission Regarding Membership to the North Jersey Wastewater Cooperative Purchasing System

WHEREAS, the South Monmouth Regional Sewerage Authority desires to become a member of the North Jersey Wastewater Cooperative System (“NJWCPS”) effective April 12, 2019, and that such membership shall be for the period ending December 31, 2019, and each renewal thereafter of the system, unless the South Monmouth Regional Sewerage Authority elects to formally withdraw from the System; and

WHEREAS, membership is open to all appropriate Public Agencies within or contingent to Northern New Jersey at no charge; and

WHEREAS, it is anticipated that membership in “NJWCPS” will affect substantial economies in the purchase of goods, supplies and services thereby benefiting the Authority’s ratepayers.

NOW, THEREFORE, BE IT RESOLVED by the South Monmouth Regional Sewerage Authority that the Executive Director and the Chief Financial Officer (Qualified Purchasing Agent), are hereby authorized to sign an Agreement with the Passaic Valley Sewerage Commission, to join the North Jersey Wastewater Cooperative Pricing System; and

BE IT FURTHER RESOLVED, that three (3) copies of this Resolution and three copies of the signed Agreement be forwarded to the Passaic Valley Sewerage Commission, after passage of this Resolution by the Board of Commissioners.

LASTLY BE IT RESOLVED by the South Monmouth Regional Sewerage Authority that the statements contained in the foregoing preamble be and are hereby incorporated into this Resolution as if more fully set forth herein at length.

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 04-11-19.



KEVIN LYNCH - SECRETARY

**AGREEMENT
NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM**

PARTICIPANTS:

This agreement made and entered into this 11th day of, 2019 by and between the Passaic Valley Sewerage Commission (hereinafter referred to as "PVSC") and the South Monmouth Regional Sewerage Authority a governmental corporation of the State of New Jersey or Public Agency located at 1235 18th Avenue, Belmar New Jersey 07719 (hereinafter referred to as the "Participating Contracting Unit").

WITNESSETH:

LEGAL AUTHORITY:

WHEREAS, N.J.S. 40A:11-10 (5), specifically authorizes two or more contracting units to enter into a Cooperative Pricing System and Agreement for the purchase of work, materials and supplies; and

WORK TO BE PERFORMED:

WHEREAS, the Passaic Valley Sewerage Commission will conduct a Cooperative Pricing System with Participating Contracting Units, utilizing administrative purchasing services and facilities of the PVSC; and this Cooperative Pricing Agreement is to effect substantial economies in the purchase of goods and supplies; and

WHEREAS, the PVSC wishes to operate the **North Jersey Wastewater Cooperative Pricing System** (hereinafter referred to as the NJWCPS) with the Bergen County Utilities Authority and the Joint Meeting of Essex and Union Counties, the Northwest Bergen County Utilities Authority, the Rahway Valley Sewerage Authority, and the Pequannock, Lincoln Park, Fairfield Sewerage Authority, the Town of Morristown, the Township of Wayne, City of Asbury Park, the Linden Roselle Sewerage Authority, the Sussex County Municipal Utilities Authority, the Township of Mine Hill, Musconetcong Sewerage Authority, the Borough of Fair Lawn, the Township of Morris, the Village of Ridgewood, the Rockaway Valley Regional Sewerage Authority, the Atlantic County Utilities Authority, the Township of Readington, the Borough of South Plainfield, the Borough of Madison, Secaucus Municipal Utilities Authority, the Two Rivers Water Reclamation Authority, the Borough of Point Pleasant, the Township of Branchburg, the Township of Parsippany-Troy Hills, the Township of Neptune, the Township of Verona, the Township of Springfield, the Borough of Lindenwold, the North Bergen Utilities Authority, the Bayshore Regional Sewerage Authority, the Lacey Municipal Utilities Authority, the Cape May County Municipal Utilities Authority, the Bernards Township Sewerage Authority, and the South Monmouth Regional Sewerage Authority as well as other appropriate Public Agencies within or contingent to Northern New Jersey; and

WHEREAS, all parties hereto have approved the within Agreement by Ordinance or Resolution as appropriate, in accordance with the aforesaid statute; and

WHEREAS, it is the desire of all parties to enter into such Agreement for said purposes;

NOW, THEREFORE, in consideration of the conditions hereinafter set forth, it is mutually agreed as follows:

1. The goods or supplies to be priced cooperatively may include Spare Parts, Instrumentation Equipment, Maintenance Chemicals, Motor Repair/Replacement/Installation, Safety Equipment, Electrical Equipment, Laboratory Supplies, Wireless Monitoring and Alarm System Equipment,

Bulk Chemicals and such other items as two or more participating contracting units in the system agree can be purchased on a cooperative basis, providing the PVSC consents to these other items.

The items and classes of items which may be designated by the participating contracting units hereto may be purchased cooperatively for the period commencing with the execution of this Agreement and continuing until terminated as hereinafter provided.

ADMINISTRATION AND OPERATION OF SYSTEM:

2. The PVSC, on behalf of all participating contracting units, at the beginning of participating in the NJWCPS, and during each January thereafter, shall publish a legal advertisement in such format as required by the State Division of Local Government Services in a newspaper normally used for such purposes by it to include such information as:

- (1) The name of the participating contracting units, and
- (2) The name of the Cooperative Pricing System soliciting competitive bids or informal quotations, and
- (3) The address and telephone number of the NJWCPS, and
- (4) The State Identification Code for the Cooperative Pricing System, and
- (5) The expiration date of the Cooperative Pricing Agreement.

3. The specifications shall be prepared and approved by the NJWCPS and filed as required by law, and no changes shall thereafter be made except as permitted by law. Nothing herein shall be deemed to prevent changes in specifications for subsequent purchases.

4. The NJWCPS may provide the Participating Units with the copies of the specifications at least thirty (30) days prior to seeking bids and will notify the Participating Contracting Units, in writing, of the item(s) on which it will seek bids. Fifteen (15) days prior to advertising, each of the participating contracting units shall designate, in writing, to the NJWCPS, the items to be purchased and indicate therein the approximate quantities desired, the location for delivery and other requirements, to permit the preparation and filing of specifications as provided by law.

The NJWCPS will call a meeting of all Participating Contracting Units each December in order to provide the participants with an opportunity to discuss the goods or services to be priced cooperatively and the terms of the specifications for the next calendar year.

5. A single advertisement for bids or the solicitation of informal quotations for the goods or services to be purchased shall be presented on behalf of all of the Participating Contracting Units desiring to purchase any item by the NJWCPS in the Cooperative Pricing System.

6. In seeking bids the NJWCPS will include in the specifications two categories upon which bids are sought: (a) the PVSC's requirements, stated in definite quantities; and (b) the Participating Contracting Units, stated as an estimated total quantity of the needs of all the other Participating Contracting Unit. The specification for this category shall list the other Participating Contracting Units, their delivery address, their estimated maximum quantities and other relevant information to permit the bidder to understand what is potentially involved. The bids will contain: (1) a provision stating that contracts shall be in compliance with N.J.A.C. 5:30-5.5 (B), open-end contract rules; and (2) language requiring the bid price(s) to be stated so that it is uniform with respect to both categories (the NJWCPS and other Participating Contracting Units).

The provision with respect to the other contracting units category will allow the bidder to indicate if it is willing to provide the item(s) bid upon to other participating contracting units in the system; or if it is not willing to extend prices to other participating units in the systems.

7. The NJWCPS shall advertise for bids or the solicitation of informal quotations and shall receive bids or quotations on behalf of all Participating Contracting Units. Following the receipt of bids, the

NJWCPS shall review said bids and on behalf of all Participating Contracting Units, either reject all or certain of the bids or make an award to the lowest responsible bidder or bidders for each separate item. This award shall result in the NJWCPS entering into a master contract with the successful bidder(s)

8. The PVSC shall enter into a formal written contract(s), when required by law, directly with the successful bidder(s) only after it has certified the funds available only for its own needs ordered. Each Participating Contracting Unit shall also certify the funds available only for its own needs ordered; enter into a formal written contract, when required by law, directly with the successful bidder(s); issue purchase orders in its own name directly to the successful bidder(s) against said contract; accept its own deliveries; be invoiced by and receive statements from the successful bidder(s); make payment directly to the successful bidder(s); and be responsible for any tax liability. No Participating Contracting Unit in the Cooperative Pricing System shall be responsible for payment for any items ordered or for performance generally, by any other Participating Contracting Units and shall accordingly be liable only for its own performance and for items ordered and received by it and none assumes any additional responsibility or liability. The provisions of this paragraph shall be quoted or referred to and sufficiently described in all advertisements for bids by the NJWCPS so that each bidder shall be on notice as to the respective responsibilities and liabilities of the Participating Contracting Units.

The NJWCPS shall supply the Participating Contracting Units with copies of the specifications, name of successful bidder, prices awarded and the contract identification number. Each Participating Contracting Unit may then order directly from that vendor by purchase order if under the appropriate statutory bid limit or by contract of the governing body or agency if over the appropriate statutory bid limit. The identification number shall be affixed to each purchase order or contract and shown on all forms pertaining thereto.

9. If the lowest responsible bidder declines to extend prices to the Participating Contracting Units all bids shall be rejected and no further bids will be sought by the NJWCPS on behalf of the Participating Contracting Units.

10. A bidder shall not be required or permitted to extend his bid prices to Participating Contracting Units unless he has voluntarily agreed to do so as part of his bid.

11. Nothing in this Agreement shall prevent any Participating Contracting Unit from awarding contracts of purchase, with or without advertising, individually and on its own behalf, provided, however, that invitations for such individual bids shall not be advertised, nor shall bids be received individually, during the period in which the NJWCPS is advertising for and receiving bids for the same goods or services, except in the case of emergency or hardship.

12. No purchase order or contract shall be issued by any Participating Contracting Unit for a price which exceeds any other price available to it from any other such system in which it is authorized to participate or from bids which it has itself received.

13. The NJWCPS reserves the right to exclude any goods or services from within said system if, in its opinion, the pooling of purchasing requirements or needs of the Participating Contracting Units is either not beneficial or not workable.

ADMINISTRATIVE COSTS:

14. The PVSC shall bear all costs associated with administering the Cooperative Pricing system and bidding process including cost of advertising and administration and the Participating Contracting Units shall not be obligated for any part of such expenses.

DURATION AND TERMINATION:

15. This Agreement shall become effective the date executed, subject to the approval of the Director of the Division of Local Government Services and shall continue in effect for a period not to exceed five (5) years from said date or the term of the current approval unless any party to this Agreement shall give written notice of its intention to terminate its participation at least 30 days prior. The NJWCPS may choose to terminate registration of the system no later than 30 days prior to the expiration date of the system. Renewal of the system will be in accordance with the provisions of N.J.A.C. 5:34-7.6, as may be amended.

16. This Agreement and the Cooperative Pricing System will not terminate nor be invalidated by the PVSC or the withdrawal or addition of any Participating Contracting Unit. However, this Agreement and the Cooperative Pricing System shall be terminable and invalidated at the instance of the NJWCPS upon written notice to the Participating Contracting Unit and without recourse against the NJWCPS for any reason or if continuance of the within system becomes unlawful for any reason.

DOCUMENTATION:

17. All records and documents maintained or utilized pursuant to the terms of this Agreement shall be identified by the code number assigned by the Director, Division of Local Government Services, and such other numbers as are assigned by the NJWCPS for purposes identifying each contract and item awarded.

18. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

19. This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original, but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and executed by their authorized corporate officers and their respective seals to be hereto affixed the day and year above written.

PASSAIC VALLEY SEWERAGE COMMISSION

BY: _____
GREGORY A. TRAMONTOZZI,
EXECUTIVE DIRECTOR
PASSAIC VALLEY SEWERAGE COMMISSION


(SEAL) ATTEST BY: _____
PASSAIC VALLEY SEWERAGE COMMISSION
MATTHEW F. MURRAY, CLERK

ATTEST: NORTH JERSEY WASTEWATER COOPERATIVE PRICING SYSTEM

By: _____
Passaic Valley Sewerage Commission


Date: _____

SOUTH MONMOUTH REGIONAL SEWERAGE AUTHORITY

BY: _____

RYAN R. KRAUSE

Title: EXECUTIVE DIRECTOR

Date: 04.12.2109

(SEAL) ATTEST BY: _____

BERNARD J. BUJAK

TITLE CHIEF FINANCIAL OFFICER

DATE 04.12.2019

RESOLUTION #34-19

A Resolution to Accept an Assignment of Contract for the Removal and Hauling of Sewer Sludge for the Year 2019 from Accurate Waste Removal Systems, Inc. to Russell Reid Waste Hauling and Disposal Service Co., Inc.

WHEREAS, the South Monmouth Regional Sewerage Authority at its regularly scheduled Open Public Meeting of September 13, 2018 unanimously passed Resolution # 76-18 awarding a contract for the Removal and Hauling of Sewer Sludge for the Year 2019 to Accurate Waste Removal Systems; and

WHEREAS, pursuant to Section IB-19.0 of the contract signed September 25, 2018 with Accurate Waste Removal Systems Inc., the Contractor has requested written consent to assigning said contract to Russell Reid Waste Hauling and Disposal Service Co. Inc.; and

WHEREAS, Russell Reid Waste Hauling and Disposal Service Co. Inc. will adopt all rights, title, interest and obligations of said contract; and

WHEREAS, all appropriate Local Public Contract Law and Internal Revenue Service paperwork has been received; and

WHEREAS, this Assignment of Contract has been discussed and reviewed between Management and Authority's General Counsel who has deemed it reasonable.

NOW, THEREFORE, BE IT RESOLVED by the South Monmouth Regional Sewerage Authority that the Assignment of Contract for the removal and hauling of sewer sludge for the remainder of the 2019 from Accurate Waste Removal Systems Inc. to Russell Reid Waste Hauling and Disposal Service Co. Inc. is hereby approved.

BE IT FURTHER RESOLVED that the Executive Director be and is hereby authorized and directed to execute said Assignment on behalf of the Authority.

LASTLY BE IT RESOLVED by the South Monmouth Regional Sewerage Authority that the statements contained in the foregoing preamble be and are hereby incorporated into this Resolution as if more fully set forth herein at length.

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 09-13-18.



KEVIN LYNCH - SECRETARY

ASSIGNMENT OF CONTRACT

This Assignment of Contract ("Assignment") is entered into this 25th day of March, 2019 ("Effective Date"), by and between Accurate Waste Removal Services, Inc. ("Contractor"), and Russell Reid Waste Hauling and Disposal Service Co., Inc., an affiliated New Jersey corporation, with its principal office at 118 Flanders Road, Suite 1000, Westborough, MA 01581 ("Assignee"). The parties to this Assignment shall, at times, be referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, South Monmouth Regional Sewerage Authority ("Authority") and Contractor entered into the 2019 Contract for Removal and Hauling of Sewage Sludge, dated September 25th, 2018 (the "Contract"); and

WHEREAS, Contractor has obtained the prior written consent of Authority pursuant to section IB-19.0 if the Notice to Bidders document, as acknowledged by the Authority's signature hereon; and

WHEREAS, the Assignee wishes to adopt the all rights, title, interest and obligations of the Contract belonging to Contractor; and Contractor, accordingly, wishes to grant such to Assignee;

NOW THEREFORE, in consideration of the foregoing recitals, the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Assignment. As of the Effective Date, the Parties hereby agree to assign all of Contractor's rights, title, interest and obligations of the Contract to Assignee. This Assignment shall not relieve the contractor, Accurate Waste Removal Services, Inc., from any and all underlying obligations with South Monmouth Regional Sewerage Authority including the maintenance of a performance and payment bond, if any, which shall remain intact after the assignment."

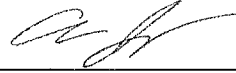
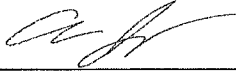
3. Miscellaneous. This Assignment will be governed by and construed in accordance with the laws of the State of New Jersey, without regard to the conflict of law principles thereof. This Assignment may be executed electronically or in hard copies, or in counterparts, and each counterpart when taken together will constitute one agreement.

Signature page follows

IN WITNESS WHEREOF, the Parties hereto have duly executed this Adoption as of the Effective Date written above.

Accurate Waste Removal Services, Inc.

Russell Reid Waste Hauling and Disposal Service Co., Inc.



By: Adam W. Jacobs

By: Adam W. Jacobs

Its: Vice President

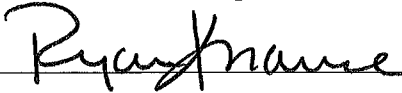
Its: Vice President

Date: 4/10/2019

Date: 4/10/2019

Acknowledged:

South Monmouth Regional Sewerage Authority



By: Ryan Krause

Its: Executive Director

Date: 04.12.2019