

AGENDA
LONG BRANCH SEWERAGE AUTHORITY
Regular Meeting
January 20, 2021

I. Opening of meeting at _____ p.m. by _____

II. Notation of attendance

Name	Position	In	Out
Thomas George	Chairman		
Michael Booth	Vice-Chairman		
Donald S. Riley	Secretary		
David Brown	Treasurer		
Bryan I. Larco	Asst. Secretary/ Treas.		
Thomas Roguski	Executive Director		
Scott Clelland	Auditor		
John L. Bonello	Counsel		
John Van Dorpe	Engineer		
Sue Brasfield	Engineer		
Nicole Woods	Secretary		

III. Announcement by presiding officer, pursuant to New Jersey Open Public Meetings Act, that

Adequate Notice of this Regular Meeting and of all Regular Meetings for the Year 2020, has been provided by publication thereof in the *Link* on February 27, 2020, as a “legal” advertisement and in the *Asbury Park Press* on February 22, 2020, as a “legal” advertisement and by forwarding duplicates thereof on February 20, 2020, to the Clerks of the City of Long Branch, Borough of West Long Branch and Borough of Monmouth Beach for filing in their respective offices and for posting in a public place in each such Municipality. Notice of this Regular Meeting to be held electronically has been provided electronically by posting thereof on the official website of the Long Branch Sewerage Authority pursuant to Public Law 2020, C.11.

IV. Public Participation

Motion by _____, seconded by _____ that this item of the Agenda be closed.

George	Booth	Brown	Larco	Riley
AYES	NAYS	ABSTAIN	ABSENT	

V. As to Minutes of the Regular Meeting of December 16, 2020

Motion by _____, seconded by _____ that the reading of the minutes of the Regular Meeting of the Long Branch Sewerage Authority held on, December 16, 2020 be dispensed with, and that such Minutes be, and they are hereby, approved as recorded and circulated.

George	Booth	Brown	Larco	Riley
AYES	NAYS	ABSTAIN	ABSENT	

VI. As to Minutes of the Executive Session held on December 16, 2020, if any

Motion by _____, seconded by _____ that the reading of the minutes of the Executive Session held on December 16, 2020, be dispensed with, and that such Minutes be, and they are hereby, approved as recorded and circulated.

George	Booth	Brown	Larco	Riley
AYES	NAYS	ABSTAIN	ABSENT	

VII. Correspondence

Motion by _____, seconded by _____, as to items to be received and filed.

George	Booth	Brown	Larco	Riley
AYES	NAYS	ABSTAIN	ABSENT	

**LIST OF CORRESPONDENCE FOR REGULAR MEETING
LONG BRANCH SEWERAGE AUTHORITY**

January 20, 2021

- 1) Notice dated 12/10/2020 received 12/14/2020 from NJUAJIF (New Jersey Utility Authorities Joint Insurance Fund, re: 2021 Budget
- 2) Application for Conceptual Review (Form A) dated 12/15/2020 received 12/15/2020, re: 221, 235, 237 Brighton Ave / Block 117 Lots 26, 27, 28
- 3) Temporary Disconnection dated 12/15/2020 received 12/15/2020, re: 143 Long Branch Ave/ Block 308 Lot 37
- 4) Certified Notice dated 12/01/2020 received 12/17/2020 from Borough of West Long Branch, re: 148 Whalepond Rd / Block 50 Lot 8.01/ **NOT LBSA**
- 5) Certified Notice dated 12/04/2020 received 12/17/2020 from Borough of West Long Branch, re: West LB Realty / 207 Monmouth Road/ Block 67 Lot 32 **NOT LBSA**
- 6) Certified Notice dated 12/2/2020 received 12/17/2020 from Borough of West Long Branch, re: 10 Homestead Ave/ Block 112 Lot 5.01 **NOT LBSA**
- 7) Letter dated 12/16/2020 received 12/21/2020 from Dynamic Engineering, re OCNJ Capital, LLC. / Proposed 7-Eleven/ Block 243 Lot 6 & 7/ 671 Broadway/
- 8) Letter dated 12/21/2020 received 12/21/2020 from Maser Consulting, re: Hoey Pump Station Force Main Replacement Contracts/ MC Project No. LBS-275
- 9) Copy of letter dated 12/21/2020 received 12/21/2020 from Tom Roguski to Kevin Hayes of InSite Engineering, LLC/ re: Letter of Service Availability/ 1035 Ocean Ave/ Block 29 Lots 2 & 5(existing) Block 29 Lot 2.02 (proposed)
- 10) Affidavit received 10/23/2020 from Asbury Park Press, re: Advertising price.
- 11) Copy of letter dated 12/23/2020 received 12/23/2020 from Maser Consulting to Mark Brownell, re: 465 Church Street/ Jemal's Church Street School LLC.
- 12) Letter dated 12/23/2020 received 12/28/2020 from CME Associates, re: Pleasure Bay Park Pool Improvements 275 Atlantic Ave, Block 369 Lot 2.
- 13) Letter dated 12/15/2020 received 12/21/2020 from Maser Consulting, re: Affidavits of Publication
- 14) Letter dated 12/28/2020 received 12/29/2020 from Phoenix Advisors LLC, re: 2021 Disclosure Agreement

- 15) Letter dated 12/23/2020 received 1/04/2021 from Maser Consulting to Anthony Ferrentino, re: MC Project No. LBS-309/NJOT resurfacing
- 16) Letter dated 1/4/2021 received 1/04/2021 from Maser Consulting, re: Renewal and Replacement Fund 2021
- 17) Letter dated 1/4/2021 received 1/04/2021 from Maser Consulting to Charles Surmonte, re: Pax Plaza / Block 281 / Lots 1, 2.01, 3 & 5 / MC Project No. LBS-305
- 18) Certified Notice of Hearing dated 12/29/2020 received 1/4/2021 from Ansell Grimm & Aaron, P.C., re: 193 Wall St / Block 19 Lots 47, 48, 48.01 & 44.01 / West Long Branch (NOT LBSA)
- 19) Certified Notice of Hearing received 1/04/2021 from Thomas J. Hirsch, re: 46 Dudley Street / Block 258 Lot 16, Applicant seeking variance approval for an existing garage apartment
- 20) Certified Notice of Hearing received 1/04/2021 from Thomas J. Hirsch, re: 29 Emmons Street / Block 176 Lot 21, Applicant is seeking certification that the existing two family home is a pre-existing
- 21) Certified Notice of Hearing received 1/04/2021 from Thomas J. Hirsch, re: 221 Brighton Ave. / Block 117 Lots 26, 27 and 28, Applicant is seeking final site plan approval
- 22) Certified Notice of Hearing dated 12/21/2020 received 1/4/2021 from Ansell Grimm & Aaron, P.C., re: 479 Wall Street / Block 2803 Lot 43 / Eatontown (NOT LBSA)
- 23) Certified Notice of Hearing dated 12/28/2020 received 1/4/2021 from Ansell Grimm & Aaron, P.C., re: 310 Norwood Ave / Block 28 Lots 87 and 88, Applicant seeks preliminary and final major site plan approval to develop an age restricted townhome community.
- 24) Letter dated 1/6/2021 received 1/6/2021 from Giordano, Halleran & Ciesla, P.C., re: Sewer Line Construction – Ocean Boulevard, Long Branch
- 25) Letter dated 1/06/2021 received 1/07/2021 from Maser Consulting to William P Machotka, re: NJDEP Project No. S340336-09 / Hoey Pump Station Replacement / MC Project No. LBS-275
- 26) Letter dated 01/07/2021 received 01/09/2020 from Maser Consulting, re: John Van Dorpe's Retirement
- 27) Copy of letter dated 01/07/2021 received 01/09/2021 from Maser Consulting, re: Sewer Application for OCNJ Capital LLC/ Proposed 7-Eleven/ Block 243 Lots 6 & 7

28) Copy of letter dated 01/08/2021 received 01/09/2021 from Maser Consulting, re: 290 Ocean Inc./ 290, 276 Ocean Ave & 355 Ocean Blvd

ACTION

29) Letter dated 1/6/2021 received 1/7/2021 from Maser Consulting, re: The Enclave at West End / 221, 235 & 237 Brighton Ave / Block 117 Lots 26, 27 & 28

30) Letter dated 01/02/2021 received 01/13/2021 from Earle Asphalt Company, re: Hoey Pump Station Force Main Replacement/ 21021

31) Copy of Letter dated 01/14/2021 received 01/14/2021 from Maser Consulting to Ryan McCarthy at NJDOT, re: Route 36, Bridge over Trautman's Creek reviewed base plans

32) Letter dated 01/14/2021 received 01/14/2021 from Maser Consulting, re: Bridge Over Trautman's Creek Project / proposed DOT agreement

33) Letter dated 01/14/2021 received 01/15/2021 from Maser Consulting, re: Engineer's Status Report / MC Project No LBS- 001

34) Letter dated and received 01/15/2021 from David Kaplan, re: change in Partner in Charge 2020 audit

VIII. Report of Executive Director for January 2021 Authority Meeting

Motion by _____, seconded by _____ that the same, as prepared and submitted, is approved and ordered received and filed and made a part of the Minutes of this Meeting

George	Booth	Brown	Larco	Riley
AYES	NAYS	ABSTAIN	ABSENT	

IX. As to Bills submitted for payment by Long Branch Sewerage Authority for the Month of December 2020

Resolution by _____, seconded by _____ that the Schedule of Bills for the Month of December 2020 prepared and submitted by the Executive Director for approval, is found regular and payment of each and all thereof, be, and it is, hereby, authorized to be made out of funds of Authority as the same are, or may become, available for such purpose.

George	Booth	Brown	Larco	Riley
AYES	NAYS	ABSTAIN	ABSENT	

X. Report by Authority Counsel of the Activities of that Office and of Actions taken since December 16, 2020.

Motion by _____, seconded by _____ that all actions taken and dispositions made by Authority Counsel, of and with regard and with regard to each and all of the foregoing items be, and they are in all respects, approved, confirmed and ratified.

George	Booth	Brown	Larco	Riley
AYES	NAYS	ABSTAIN	ABSENT	

XI. Report by Authority Auditor of the Activities of that Office and of Actions taken since December 16, 2020.

Motion by _____, seconded by _____ that all actions taken by Authority Auditor, of and with regard to each and all of the foregoing items be, and they are in all respects, approved, confirmed and ratified.

George	Booth	Brown	Larco	Riley
AYES	NAYS	ABSTAIN	ABSENT	

XII. Report, if any, by Investment Committee

Resolution by _____, seconded by _____ that the Investments be approved and made.

George	Booth	Brown	Larco	Riley
AYES	NAYS	ABSTAIN	ABSENT	

XIII. Transfers, if any

Resolution by _____, seconded by _____ that the List of Transfers, as submitted, is approved, ordered, received and filed and made a part of the Minutes of this Meeting.

George	Booth	Brown	Larco	Riley
AYES	NAYS	ABSTAIN	ABSENT	

XIV. Old Business

A. Engineer's Report on Redevelopment Projects

1. Report, if any
2. Action, if any

B. Future Capital Improvement Program

See attached Engineer's Status Report, dated January 14, 2021.

XV. New Business

XVI. Miscellaneous Suggestions for Good of Authority

XVII. Adjournment at _____ o'clock p.m.

Motion by _____, seconded by _____ that the meeting be adjourned.

George	Booth	Brown	Larco	Riley
AYES	NAYS	ABSTAIN	ABSENT	

RESOLUTION

Mr. _____ offered the following Resolution and moved its adoption; seconded by Mr.

WHEREAS, The Enclave at West End has applied for a sewer connection for 221, 235 and 237 Brighton Ave / Block 117, Lots 26, 27 and 28, and

WHEREAS, the application was accompanied by the necessary plans and specifications, and

WHEREAS, Authority Engineer, John Van Dorpe has reviewed the plans and specifications and has recommended that the application be conditionally approved in his letter dated January 6, 2021, attached hereto and made a part hereof, and

WHEREAS, there is adequate capacity to service the request, and

NOW, THEREFORE, BE IT RESOLVED by the Long Branch Sewerage Authority that the application of The Enclave at West End. for connection to the sewerage system be and the same is hereby approved conditionally as per the letter of the Authority Engineer dated January 6, 2021 and upon the payment of all requisite fees, including but not limited to 50% of the total connection fee due prior to issuance of the City of Long Branch Building Permit and the remaining 50% due prior to issuance of any Certificate of Occupancy.

BE IT RESOLVED FURTHER RESOLVED that the Authority Chairman and/or Executive Director are authorized to sign any documents needed to effectuate this resolution.

ROLL CALL:

Mr. George	-
Mr. Booth	-
Mr. Brown	-
Mr. Riley	-
Mr. Larco	-

Date: January 20, 2021

R1.1-21

Exhibit A

RESOLUTION

Mr. _____ offered the following Resolution and moved its adoption; seconded by Mr. _____

WHEREAS, the State of New Jersey, hereinafter referred to as the “State,” is about to undertake design and construction to replace the bridge along Route 36 over Troutmans Creek immediately adjacent to the Authority’s Administrative Building located in the City of Long Branch, Monmouth County, hereinafter referred to as the “Project,” and

WHEREAS, the Project may require the construction of new, and/or the protection, relocation and/or adjustment of facilities of the existing sewerage system which is owned and operated by the Long Branch Sewerage Authority, hereinafter referred to as the “Authority,” and

WHEREAS, the State refers to the Project as UECA-6-RT36BOTC-163490, UPC: 163490, and

WHEREAS, the State, in pursuance of the Project, has requested the Authority to execute a Municipal Utility Engineering and Construction Agreement [UECAMUNS (3-05-2018), UECA-6-RT36BOTC-163490, UPC Code: 163490, Contract ID No.: 2112041], attached hereto and made a part hereof, and a Utility Engineering and Construction Agreement Municipal Amendment with Exhibits 1-10 [UECA Municipal Amendment w/ or w/o State Contractor (New 2017), UECA-6-RT36BOTC-163490, UPC Code: 163490, Contract ID No.: 2112041], attached hereto and made a part hereof, both hereinafter referred to as the “Agreements,” and

WHEREAS, the Authority Attorney and Authority Engineer reviewed the Agreements and noted no objections to the Authority entering into the Agreements. The Authority Attorney verbally noted no objections, and the Authority Engineer’s correspondence, dated January 14, 2021, regarding same is attached hereto and made a part hereof, and

WHEREAS, the Authority believes that entering into the Agreements to facilitate the State’s proposed improvements to replace the Route 36 Bridge over Troutmans Creek is in the best interest of the City of Long Branch and the Long Branch Sewerage Authority.

NOW, THEREFORE, BE IT RESOLVED, by the Long Branch Sewerage Authority that

1. The Authority hereby agrees to the terms and conditions of the referenced Agreements.
2. The Authority Chairman, Thomas George, and/or Executive Director, Thomas Roguski, are authorized to sign the referenced Agreements and any documents needed to effectuate this resolution and associated with the referenced Agreements.

ROLL CALL:

Mr. George -
Mr. Booth -
Mr. Brown -
Mr. Riley -
Mr. Larco -

Date: January 20, 2021
R2.1-21
Exhibits B, C, D

CERTIFICATION

It is hereby certified that the foregoing is a true and exact copy of a resolution duly authorized by the Long Branch Sewerage Authority on the 20th day of January 2020.

Long Branch Sewerage Authority:

Donald S. Riley, Secretary

Thomas Roguski, Executive Director

RESOLUTION

Mr. _____ offered the following Resolution and moved its adoption; seconded by Mr. _____.

WHEREAS, the Long Branch Sewerage Authority (hereinafter "the Authority") requires to purchase a gas detector/meter unit required for its digester methane gas collection system, pursuant to N.J.A.C. 5:34-9.1 Purchase of Proprietary Goods or Services, and

WHEREAS, the referenced gas detector/meter unit is an in-kind replacement required for proper operation of the digester methane gas collection system, and

WHEREAS, the referenced digester methane gas collection system and associated components are proprietary and specifically designed and required for the proper operation of the digester methane gas collection system, and

WHEREAS, the referenced gas detector/meter unit is specially designed for the specific operational needs of the digester methane gas collection system, and the use of a gas detector/meter unit other than the proprietary one will undermine the functionality or operational performance of the existing digester methane gas collection system; and

WHEREAS, the Authority has a substantial investment in digester methane gas collection system that warrants reliance on a specific manufacturer and vendor to maintain the value of the investment; and

WHEREAS, the Authority Executive Director has certified in writing that the goods are of a specialized nature and necessary for the proper operation of the digester methane gas collection system, per the certification attached hereto and made a part hereof, and

WHEREAS, the Authority desires to purchase in-kind replacement gas detector/meter unit for its digester methane gas collection system per quote Q34696-137124, from WesTech, in the amount of \$2,923.00, attached hereto and made a part hereof, and

WHEREAS, the Authority Executive Director has certified that there are funds available for this purchase as per the certification attached hereto and made a part hereof.

NOW, THEREFORE BE IT RESOLVED, by the Long Branch Sewerage Authority that the Authority is hereby authorized to purchase the in-kind replacement gas detector/meter unit, in the amount of \$2,923.00, from WesTech, required for its digester methane gas collection system.

BE IT RESOLVED FURTHER RESOLVED that the Authority Chairman and/or Executive Director are authorized to sign any documents needed to effectuate this resolution.

ROLL CALL:

Mr. George	-
Mr. Booth	-
Mr. Brown	-
Mr. Riley	-
Mr. Larco	-

Date: January 20, 2021

R3.1-21

Exhibits E, F, G

RESOLUTION

Mr. _____ offered the following Resolution and moved its adoption; seconded by Mr. _____.

WHEREAS, the Long Branch Sewerage Authority (hereinafter "the Authority") has previously authorized Maser Consulting, P.C. to provide planning, design, contract administration and project oversight for the WWTP Sludge Holding System Improvements Project, and

WHEREAS, the Authority has filed an application with the New Jersey Department of Environmental Protection (hereinafter "NJDEP") and the New Jersey Infrastructure Bank (hereinafter "NJIB") for the WWTP Sludge Holding System Improvements Project under Loan Number S340336-08, and

WHEREAS, the Authority has determined that the contracts required to construct and comply with approved Bid Documents should be made by public bid in accordance with law, and

WHEREAS, it is required by law that the Authority advertise for said bid.

NOW, THEREFORE BE IT RESOLVED, by the Long Branch Sewerage Authority that:

1. The Long Branch Sewerage Authority is authorized to advertise and receive bids for the WWTP Sludge Holding System Improvements Project in the Asbury Park Press and/or the Star Ledger, subject to New Jersey Department of Environmental Protection approval and authorization to bid, New Jersey Infrastructure Bank funding approval and authorization to bid, and the Authority Executive Director's certification that funds are available for this purpose subsequent to the aforementioned approvals.

2. The Authority Chairman and Executive Director are authorized to sign any documents to effectuate this Resolution.

3. The Authority reserves the right to reject any or all bids received.

ROLL CALL:

Mr. George	-
Mr. Booth	-
Mr. Brown	-
Mr. Riley	-
Mr. Larco	-

Date: January 20, 2021
R4.1-21

RESOLUTION

Mr. _____ offered the following Resolution and moved its adoption; seconded by Mr. _____.

WHEREAS, the Long Branch Sewerage Authority (hereinafter "the Authority") owns Block 267, Lot 54 in the City of Long Branch, Monmouth County, New Jersey (hereinafter "the Property"), and

WHEREAS, the Authority possesses two (2) sanitary sewer easements through Block 267, Lot 51 in the City of Long Branch, Monmouth County, New Jersey (hereinafter "the Easements"), and

WHEREAS, the Property is immediately adjacent to Lot 51, and

WHEREAS, the contract purchaser, Seventh Avenue Development, LLC (hereinafter "Seventh Avenue"), of Block 267, Lot 51 has expressed interest in obtaining the Property and requested the Easements be vacated, and

WHEREAS, an appraisal of the Property was performed and determined a nominal value of \$1,000.00 considering the parcel is land locked and considerably undersized. The referenced appraisal is attached hereto and made a part hereof, and

WHEREAS, the Authority has determined that the sanitary sewer facilities in the Property and Easements were decommissioned in the early 2000s, and the lot and easements are no longer useful to the Authority, and

WHEREAS, the Authority Attorney has prepared a Deed and Indemnification Agreement between the Long Branch Sewerage Authority and Seventh Avenue Development, LLC, both attached hereto and made a part hereof, detailing the transfer of the Property, vacation of the Easements and outlining conditions of same, and

WHEREAS, Seventh Avenue is required to close on and take possession of Lot 51 prior to the Authority finalizing transfer of the referenced Deed and executing the referenced Indemnification Agreement between the Long Branch Sewerage Authority and Seventh Avenue Development, LLC, and

WHEREAS, the Authority desires to transfer the Property and vacate the Easements per the referenced Deed and referenced Indemnification Agreement between the Long Branch Sewerage Authority and Seventh Avenue Development, LLC.

NOW, THEREFORE BE IT RESOLVED, by the Long Branch Sewerage Authority that:

1. The Long Branch Sewerage Authority is authorized to enter into, finalize and execute the Deed and Indemnification Agreement between the Long Branch Sewerage Authority and Seventh Avenue Development, LLC, conveying all of its right, title and interest in and to Block 267, Lot 54 to Seventh Avenue Development, LLC and vacating two (2) sanitary sewer easements on Block 267, Lot 51, subject to Seventh Avenue Development, LLC closing on and taking possession of Block 267, Lot 51.

2. The Authority Chairman and Executive Director are authorized to sign any documents to effectuate this Resolution.

ROLL CALL:

Mr. George	-
Mr. Booth	-
Mr. Brown	-
Mr. Riley	-
Mr. Larco	-

Date: January 20, 2021

R5.1-21

Exhibits H, I, J

RESOLUTION

Mr. _____ offered the following Resolution and moved its adoption; seconded by Mr. _____.

WHEREAS, the Long Branch Sewerage Authority (herein after "the Authority") approved and ratified Resolution R4.3-2020, dated March 18, 2020, and Resolution R1.4(a)-2020, dated April 1, 2020, which remain valid and in full force, indicating that a STATE OF EMERGENCY exists at the Authority due to the Coronavirus (COVID-19) Crisis, and that extraordinary action may be required by the Authority without formal Board approval that would otherwise require formal action by the Board, and

WHEREAS, as part of the State of Emergency Declaration, a number of expenditures were required to be made throughout 2020 to fight COVID-19 and to expeditiously maintain the wastewater treatment plant in peak operational condition in the event staff were forced to quarantine or isolate as follows: (1) Village Office Supply in the total amount of \$4,870.31 for various masks, gloves, cleaning supplies, etc. to fight COVID-19; (2) Raritan Group, Inc. in the total amount of \$3,742.53 for various pipe supplies to expeditiously maintain the wastewater treatment plant in peak operational condition; (3) Pumping Service, Inc. in the total amount of \$11,228.50 for replacement of and repairs to pumps and controls to expeditiously maintain the wastewater treatment plant in peak operational condition; (4) Russell Reid in the total amount of \$17,993.00 for sludge hauling/handling to maintain low inventories of sludge per NJDEP guidance; and (5) E-Finity Distributed Generation in the total amount of \$6,831.25 for microturbine repairs to expeditiously maintain the wastewater treatment plant in peak operational condition.

NOW, THEREFORE BE IT RESOLVED, by the Long Branch Sewerage Authority, that the above referenced expenditures are approved under the Authority's STATE OF EMERGENCY declaration and per Resolution R4.3-2020, dated March 18, 2020, and Resolution R1.4(a)-2020, dated April 1, 2020.

BE IT FURTHER RESOLVED that the Authority Chairman and/or Executive Director are authorized to sign any documents needed to effectuate this resolution.

ROLL CALL:

Mr. George	-
Mr. Booth	-
Mr. Brown	-
Mr. Riley	-
Mr. Larco	-

Date: January 20, 2021
R6.1-21

RESOLUTION

Mr. _____ offered the following Resolution and moved its adoption; seconded by Mr. _____.

WHEREAS, Section 8 of the Open Public Meetings Act, Chapter 231, P.L. 1975, permits the exclusion of the public from a meeting in various circumstances, and

WHEREAS, this public body is of the opinion that such circumstances presently exist,

NOW, THEREFORE BE IT RESOLVED by the Long Branch Sewerage Authority as follows:

1. The Public shall be excluded from discussion and action upon the hereinafter subject matters.
2. The general nature of the subject matter to be discussed is as follows:
3. It is anticipated at this time that the above-stated subject matters will be made public when the matters are resolved.
4. This Resolution shall take effect immediately.

ROLL CALL:

Mr. George	-
Mr. Booth	-
Mr. Brown	-
Mr. Mazza	-
Mr. Riley	-

Date:
ResExSess

**LONG BRANCH SEWERAGE AUTHORITY
EXECUTIVE DIRECTOR'S REPORT
FOR THE PERIOD DECEMBER 13, 2020 TO JANUARY 15, 2021**

We have treated an average daily flow of 4.14 MGD, the effluent quality being of a good degree with an average suspended solid discharge of 4.0 ppm and an average B.O.D. discharge of 8.9 ppm. We have met all limits of our discharge permit.

As previously reported, the Authority's Coronavirus (COVID-19) Plan and Increased Staffing Plan have been implemented and are currently on-going. The Authority is currently operating under staggered shifts for field personnel and office personnel as a precautionary measure due to the increase of COVID positives observed throughout the state. Please note that plan adjustments/changes may be needed to address new situations as they arise.

The Authority advertised Request for Proposals for Professional Services and will be receiving/opening bids on February 3, 2021. The Legal & Administrative Committee will evaluate/rate the proposals and make recommendations to the Board regarding professional appointments at the February 2021 meeting.

The State of New Jersey has proposed design and construction to replace the bridge along Route 36 over Troutmans Creek immediately adjacent to the Authority's Administrative Building. The project may require the construction of new, and/or the protection, relocation and/or adjustment of the Authority's sanitary sewer facilities, the cost of which would be borne by the State. The State has requested the Authority to execute a Municipal Utility Engineering and Construction Agreement and a Utility Engineering and Construction Agreement Municipal Amendment laying out the responsibilities between the Authority and State. The Authority Attorney and Authority Engineer reviewed the Agreements and noted no objections to the Authority entering into the Agreements. It is recommended that the Board consider approval of the Municipal Utility Engineering and Construction Agreement and Utility Engineering and Construction Agreement Municipal Amendment, and associated documents.

The gas detector/meter unit for the Authority's Digester No. 4 needs replacement. A quotation for in-kind replacement has been received in the amount of \$2,923.00. The gas detector/meter unit is specially designed for the specific operational needs of the digester methane gas collection system, and the use of a gas detector/unit other than the proprietary one will undermine the functionality or operational performance of the existing system.

The WWTP Sludge Holding System Improvements Project is ready for advertising and bid, subject to various agency approvals and funding approval.

At the March and April 2019 Monthly Meeting, it was indicated that the Authority owns a parcel of land on which the old Seventh Avenue Pump Station was located. The subject parcel is isolated with no roadway frontage and is surrounded by private lots on all sides. Sanitary sewer easements are in place for the Authority's access. An appraisal of the Authority's parcel was performed and determined a nominal value of \$1,000.00 considering the parcel is land locked and considerably undersized. The Authority investigated the subject parcel and easements. It has been determined that the sanitary sewer facilities in same were decommissioned in the early 2000s and the lot and easements are no longer useful to the Authority. A contract purchaser of an adjacent lot expressed interested in obtaining the Authority's lot, and agreements for same have been drafted, along with abandonment of easements.

**LONG BRANCH SEWERAGE AUTHORITY
EXECUTIVE DIRECTOR'S REPORT
FOR THE PERIOD DECEMBER 13, 2020 TO JANUARY 15, 2021
CONTINUED**

As part of the Authority's Coronavirus (COVID-19) Plan and State of Emergency Declaration, a number of expenditures were made throughout 2020 to fight COVID-19 and to expeditiously maintain the plant in peak operational condition in the event staff were forced to quarantine or isolate. A resolution has been prepared detailing same.

We have calculated daily and projected flows for the Capacity Assurance Program. Our average twelve-month flow is 3.848 MGD, with an additional 0.49353 MGD in approved and conceptual projects for a total of 4.341 MGD. This gives the Authority an additional available capacity of 1,058,970 gallons per day or 3,530 units based on 300 gallons per day per unit at full capacity, or 2,630 units based on 300 gallons per day per unit at 95% capacity.

The Authority's Collection System Crew for the month has investigated twenty (20) stoppages, of which six (6) were the responsibility of the LBSA and fourteen (14) were the private owners' responsibility.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'T. Roguski', written over a horizontal line.

Thomas Roguski, PE, CME
Executive Director

Capacity	Assurance							
	Present Flow MGD	Approved Project	Est. Flow	Conceptual Project	Est. Flow			
		Aqua-Vista (20 + Retail)	0.00436	Broadway Arts Group (590 + 100K)	0.18700			
Dec-20	4.14	Casey Jones Redevelopment	0.00876	700 Joline Avenue	0.007			
Nov-20	3.90	Buyrite on Third Avenue	0.00121	Atlantic Avenue Community Pool	0.00525			
Oct-20	3.52	Pier Village Phase III (334)	0.10020	SICA Development	0.002636			
Sep-20	3.40	Willow Ave. Redevelopment (104)	0.01670	178 Chelsea Avenue School (34)	0.0102			
Aug-20	3.74	27, 31, 35 & 37 Third Avenue	0.00244	175 Chelsea Avenue (33)	0.0099			
Jul-20	4.12	Takanassee Lake (13)	0.00390	PAX Plaza (24 + retail/resturant)	0.02022			
Jun-20	3.89	The Reef (26 Townhouses)	0.00780	The Westwood (53)	0.0159			
May-20	3.69	Transit Village (46)	0.00810	The Enclave at West End (20)	0.006			
Apr-20	3.90	38 Sternberger Ave. Synagogue	0.000816					
Mar-20	3.80	Bluffs (33)	0.00990					
Feb-20	3.98	Ocean Gate at Cooper Avenue	0.03788					
Jan-20	4.09	180 Brighton (24 + 5.5K)	0.00595					
total	46.17	180 Morris Avenue (28 + Office)	0.00457	Total Conceptual Project	0.26411			
		Onada Surf Club Hotel	0.01290					
Design	5.4	Broadway 7-11	0.00034					
Avg.	3.848	Jemal's Church St. Apartment (12)	0.0036					
Approved	0.2294	Total Approved Project	0.229424	Approved & Conceptual	0.49353			
Conceptual	0.2641							
total	4.341	95% of capacity is	5.13	Percent of 100% capacity available	20%	1.06	MGD	
				Percent of 95% capacity available	15%	0.79	MGD	
Available in MGD	1.058970			Equivalent Units Available based on 300 gals/day/ unit	3,530	@ 100% Capacity		
				Equivalent Units Available based on 300 gals/day/ unit	2,630	@ 95% Capacity		



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

Corporate Headquarters
331 Newman Springs Road, Suite 203
Red Bank, NJ 07701
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January 14, 2021

Mr. Thomas Roguski, Executive Director
Long Branch Sewerage Authority
150 Joline Avenue
P.O. Box 720
Long Branch, NJ 07740-0702

Re: Engineer's Status Report
January 2021 Meeting
MC Project No. LBS-001

Dear Mr. Roguski:

The following is a report on the status of projects for which Maser Consulting is responsible:

1. WWTP Hot Water System Improvements (LBS-272)

The project was originally bid on February 11, 2020, and there were no bidders. Accordingly, Maser Consulting worked to separate the work and insert the final settling tank drive replacements into forthcoming LBS-281 (Sludge Holding System Modifications). This project (LBS-272) will be revised to remove the hot water piping work that has been completed by LBSA staff and make revisions that were discussed during our last visit to the treatment plant. We will schedule a site meeting to review the revised project scope.

2. Sanitary Sewer Railroad Crossing Study and Improvements (LBS-274)

One of the railroad crossings has been televised. The other railroad crossings are scheduled for the week of January 25, 2021.

3. Hoey Pump Station Force Main Replacement (LBS-275)

Preconstruction meetings were held January 8, 2021 and January 12, 2021. Notice to Proceed to be issued January 18, 2021. A separate meeting will be scheduled with the Long Branch Police Department, New Jersey Transit, and utility companies. Construction is expected to begin at the start of February.



4. Sludge Holding System Modifications & Final Settling Tank Improvements (LBS-281)

Maser Consulting has received comments from LBSA and DEP, and provided revised plans and specifications to LBSA. Bid date to be selected. Revised documents to be submitted to NJDEP.

5. I/I Study and Improvements (LBS-284)

The TV inspection of the pipes on Ocean Avenue is scheduled to start January 21, 2021. Once all of the pipes are televised, we will determine the best course of action for rehabilitation to remove I & I.

6. Lincoln Gardens Pump Station By-Pass Piping (LBS-297)

Contracts have been signed and distributed. Pre-construction meeting is being scheduled and construction will be scheduled for this winter.

7. Air Permit Renewal (LBS-311P)

Maser Consulting is coordinating renewal of air permits and compliance review with our subconsultant Trinity.

8. Active Escrow Projects

LBS-233 – Pier Village Phase 3 (in construction)

Punch lists have been updated. WQM-005 to be prepared and submitted.

LBS-261 – South Beach at Long Branch (in construction)

As-built to be input into VUEWorks.

LBS-276 – Chabad of the Shore (in construction)

Sewer lateral was installed, pending final approval and inspection.

LBS-277 – Transit Village (in construction)

Pre-construction meeting was held on December 10, 2020.

LBS-278 – The Reef (in construction)

Sewer main in Ocean Avenue was installed. Road settlement was resolved August 8, 2020.

LBS-282 – The Brighton (in construction)

Pre-construction meeting was held; construction (lateral installation) pending.

LBS-290 – Takanassee (in construction)

Sanitary main and laterals installed. Final testing to be performed.



LBS-292 – Proposed 7-Eleven

Received revised documents. Approval letter was sent January 7, 2021 to the Applicant.

LBS-295 – Broadway Place (Phase I/II)

Approval letter sent May 12, 2020. Developer's agreement and fees were sent to the Applicant on July 9, 2020.

LBS-296 – 345 Ocean Boulevard (in construction)

As-built being added to VUEWorks.

LBS-299 – The Belmont

Application was approved. Performance bond was submitted.

LBS-304 – Jemal's Church Street School (in construction)

Sanitary lateral was installed. Punchlist was sent December 23, 2020.

LBS-305 – Pax Plaza

Approval letter was sent January 4, 2021 to the Applicant.

LBS-306 – 38 Sternberger Avenue

Approval letter sent October 2, 2020. Building permit signed off November 2020.

LBS-308 – Chelsea School

Review letter sent December 4, 2020 to Applicant.

LBS-309 – Rt. 36 Resurfacing

Review letter sent December 23, 2020 to NJDOT.

LBS-310 – Pleasure Bay Park Pool Improvements

Revised documents were received via e-mail. Currently under review.

LBS-314 – The Enclave at West End

Review letter was sent January 6, 2021 to LBSA.

LBS-315 – NJDOT Bridge over Troutman's Creek

Review letter to be sent this week.



Mr. Thomas Roguski
MC Project No. LBS-001
January 14, 2021
Page 4 of 4

If you have any questions, or require additional information, please do not hesitate to contact me.

Very truly yours,

MASER CONSULTING, INC.

A handwritten signature in black ink, reading 'John D. Van Dorpe'.

John D. Van Dorpe, P.E.
Authority Engineer

JVD/lsl/msd

\\HQFAS1\General\Projects\Lbs\Lbs-001\Reports\Monthly Status Updates\2021\210114_jvd_ssb_Roguski.docx

LONG BRANCH SEWERAGE AUTHORITY
RECEIPTS FOR THE MONTH OF DECEMBER 2020
AMOUNTED TO \$612,023.12

DIVIDED AS FOLLOWS:

		<u>Acct. #</u>
Service, Fees & Interest on Sewer Charges	\$ 611,532.80	300024645
Interest on EFT Account	1.34	300005872
Interest on Revolving Account	34.54	300004652
Interest on Collection Account	91.24	300024645
Interest on Payroll Account	5.81	300024660
Interest on Developers Escrow	143.90	300032044
Interest on 2014 Revenue Bonds	8.17	821686
Interest on Bond Reserve Fund	0.00	217757
Interest on Revenue Fund	175.86	217800
Interest on General Fund	28.00	217801
Interest on Bond Service Fund	0.00	217802
Interest on Maintenance Reserve Fund	1.46	217803
	<u>\$ 612,023.12</u>	

Investments as of 1/20/21

C/D's

Maintenance Reserve Fund - Kearny Bank	
Interest Rate .39% Effective Date 7/12/2020 -1/12/2021	\$ 123,000.00
2002A Bond Reserve Fund - Kearny Bank	
Interest Rate .39% Effective Date 7/12/2020 -1/12/2021	\$ 140,000.00
General Fund Bonds - Kearny Bank	
Interest Rate .39% Effective Date 7/12/2020 -1/12/2021	\$ 1,250,000.00

Cash Transfers for the Month of December 2020

From General Fund to Operating	\$ 6,353.11
From Operating to General	4,153.66
From Operating Ckg. To Payroll Ckg.	212,231.80
From Revenue Fund to Operating Fund - Chkg.	400,000.00
From Operating to EFT Chkg.	71,578.27
From Collection to Operating Ckg.	84.00
From Collection to Revenue Fd.	640,000.00

**LONG BRANCH SEWERAGE AUTHORITY
BANK BALANCE, PETTY CASH, AND INVESTMENTS
FOR THE MONTH OF DECEMBER 2020
\$9,893,486.36**

REVOLVING CKG ACCTS.- KEARNEY FEDERAL SVGS.

		<u>Acct. #</u>
Payroll Checking	\$ 10,078.28	300024660
Accounts Payable Checking	78,120.56	300024652
EFT Checking	17.68	340785872
Petty Cash	400.00	N/A
	<u>\$ 88,616.52</u>	

ESCROW ACCT. - KEARNEY FEDERAL SVGS.

		<u>Acct. #</u>
Developer's Escrow	\$ <u>212,043.62</u>	300032044

TRUST ACCT. - KEARNEY FEDERAL SVGS.

		<u>Acct. #</u>
Collection Account	\$ <u>55,670.84</u>	300024645

TRUST ACCOUNTS - BANK OF NEW YORK

		<u>Acct. #</u>
2014 Revenue Bonds	\$ 277,760.83	821686
2014 Revenue Bonds	0.00	821687
Bond Reserve Fd. 02B	0.00	217741
Bond Service Fd. 02B	0.00	217755
Bond Reserve Fd. 02A	140,287.50	217757
Revenue Fund	6,624,078.20	217800
General Fund	2,320,027.10	217801
Bond Service Fund	0.00	217802
Maint. Reserve Fund	175,001.75	217803
	<u>\$ 9,537,155.38</u>	

Cash Requirements for Payroll

Payperiod End 12/12/20 in the amount of	\$ 58,452.96
Payperiod End 12/31/20 in the amount of	67,306.05
Payperiod End 1/9/21 in the amount of	59,457.71
Vacation Buy Back Pay 12/30/20 in the amount of	23,590.27
Safet Bonus Day & Health Ins. Pay 1/8/21 in the amount of	9,775.30

P.O. Type: All													
Range: First to Last													
Format: Detail without Line Item Notes													
Vendor # Name													
PO #	PO Date	Description	Amount	Contract	PO Type	Charge Account	Acct Type	Description	Stat/Chk	First	Rcvd	Chk/Void	Invoice
Item Description										Enc Date	Date	Date	
AUTOP005 AUTO PARTS CTR INC													
20000103	01/02/20	2020 BLANKET			B								1099
48 PAINT	55.54	01-900-003-7101						E REPAIRS AND SUPPLIES-DISPOSAL	R	01/02/20	12/31/20	354968	N
49 ANVIL LOPPER, CERAMIC ENGINE	55.37	01-900-003-7101						E REPAIRS AND SUPPLIES-DISPOSAL	R	01/02/20	12/31/20	355069	N
50 OIL FILTER, OIL	55.26	01-900-003-7101						E REPAIRS AND SUPPLIES-DISPOSAL	R	01/02/20	12/31/20	356899	N
51 OIL CREDIT	3.19	01-900-003-7101						E REPAIRS AND SUPPLIES-DISPOSAL	R	01/02/20	12/31/20	356903	N
52 OIL	7.98	01-900-003-7101						E REPAIRS AND SUPPLIES-DISPOSAL	R	01/02/20	12/31/20	357412	N
53 STARTER FLUID, CARB. CLEANER	11.27	01-900-003-7101						E REPAIRS AND SUPPLIES-DISPOSAL	R	01/02/20	12/31/20	357857	N
54 GASKET	1.29	01-900-003-7101						E REPAIRS AND SUPPLIES-DISPOSAL	R	01/02/20	12/31/20	359238	N
55 SPARK PLUGS	2.99	01-900-003-7101						E REPAIRS AND SUPPLIES-DISPOSAL	R	01/02/20	12/31/20	359271	N
56 DEF FLUID	19.98	01-900-002-7101						E REPAIRS & SUPPLIES-COLLECTION	R	01/02/20	12/31/20	560464	N
	206.49												
Vendor Total:			206.49										
CHARL005 CHARLES BOYD													
21000024	01/13/21	SEMI ANNUAL MEDICARE REIMBURSE											N
1 SEMI ANNUAL MEDICARE REIMBURSE	867.60	01-900-001-8104						E FRINGE BENEFITS-HEALTH PLAN	R	01/15/21	01/15/21		N
Vendor Total:			867.60										
DELIS005 DELISA DEMOLITION & DISPOSAL													
20000104	01/02/20	2020 BLANKET			B								
13 TRASH REMOVAL - JANUARY	179.22	01-900-003-7101						E REPAIRS AND SUPPLIES-DISPOSAL	R	01/02/20	12/31/20	199115	N
Vendor Total:			179.22										
DELTA005 DELTA DENTAL OF NEW JERSEY, INC													
21000021	01/01/21	DENTAL BLANKET			B								
2 DENTAL	1,883.37	01-900-001-8105						E FRINGE BENEFITS-DENTAL PLAN	R	01/04/21	01/15/21	719715	N

Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type Charge Account	Acct Type Description	Stat/Chk	First Rcvd Date	Chk/Void Date	Invoice	1099 Excl
DELTA005 DELTA DENTAL OF NEW JERSEY,INC Continued										
	21000021 01/01/21 DENTAL BLANKET			Continued						
	3 DENTAL		1,883.04	01-900-001-8105	E FRINGE BENEFITS-DENTAL PLAN	R	01/04/21 01/15/21		726547	N
			3,766.41							
	Vendor Total:		3,766.41							
DENNI005 DENNIS J. BRODERICK										
	21000025 01/15/21 SEMI ANNUAL MEDICARE REIMBURSE									
	1 SEMI ANNUAL MEDICARE REIMBURSE		867.60	01-900-001-8104	E FRINGE BENEFITS-HEALTH PLAN	R	01/15/21 01/15/21			N
	Vendor Total:		867.60							
ELIZA005 ELIZABETH A. BROWN										
	21000026 01/15/21 SEMI ANNUAL MEDICARE REIMBURSE									
	1 SEMI ANNUAL MEDICARE REIMBURSE		867.60	01-900-001-8104	E FRINGE BENEFITS-HEALTH PLAN	R	01/15/21 01/15/21			N
	Vendor Total:		867.60							
ENVIR005 ENVIRONMENTAL RESOURCE ASSOC.										
	20000001 01/02/20 LAB SUPPLIES - BLANKET			B						
	5 LAB SUPPLIES - DECEMBER		277.72	01-900-003-7102	E REPAIRS & SUPPLIES - LAB	R	01/02/20 12/31/20		956569	N
	Vendor Total:		277.72							
FRANK005 FRANK BLAISDELL										
	21000040 01/15/21 SEMI ANNUAL MEDICARE REIMBURSE									
	1 SEMI ANNUAL MEDICARE REIMBURSE		2,776.20	01-900-001-8104	E FRINGE BENEFITS-HEALTH PLAN	R	01/15/21 01/15/21			N
	2 SPOUSE		2,776.20	01-900-001-8104	E FRINGE BENEFITS-HEALTH PLAN	R	01/15/21 01/15/21			N
			5,552.40							
	Vendor Total:		5,552.40							
FREDE005 FREDERICK V. WHITE										
	21000030 01/15/21 SEMI ANNUAL MEDICARE REIMBURSE									
	1 SEMI ANNUAL MEDICARE REIMBURSE		867.60	01-900-001-8104	E FRINGE BENEFITS-HEALTH PLAN	R	01/15/21 01/15/21			N
	Vendor Total:		867.60							

Vendor # Name		PO #	PO Date	Description	Amount	Contract	PO Type	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	First Rcvd	Chk/Void	Date	Invoice	1099	Excl
GAILK005 GAIL KANE		21000033	01/15/21	SEMI ANNUAL MEDICARE REIMBURSE	867.60	01-900-001-8104			E	FRINGE BENEFITS-HEALTH PLAN	R	01/15/21	01/15/21					
		1	SEMI ANNUAL MEDICARE REIMBURSE		867.60													
Vendor Total:					867.60													
GARDE005 GARDEN STATE LABS INC		20000010	01/02/20				B											
		12	LAB ANALYSIS - NOVEMBER		485.00	01-900-003-7102			E	REPAIRS & SUPPLIES - LAB	R	01/02/20	12/31/20			508616		N
		13	LAB ANALYSIS - DECEMBER		540.00	01-900-003-7102			E	REPAIRS & SUPPLIES - LAB	R	01/02/20	12/31/20			509701		N
					1,025.00													
Vendor Total:					1,025.00													
GENSE005 GEN SERVE INC		20000093	01/02/20	2020 BLANKET FOR GENERATOR SVC	3,444.75	01-900-002-7101	B											
		9	SERVICE TO DET2		3,444.75				E	REPAIRS & SUPPLIES-COLLECTION	R	01/02/20	12/31/20			0215986-IN		N
Vendor Total:					3,444.75													
GRAIN005 GRAINGER INC.		20000009	01/02/20	PARTS & SUPPLIES - BLANKET			B											
		73	WORK BOOTS & JACKETS		423.95	01-900-003-7101			E	REPAIRS AND SUPPLIES-DISPOSAL	R	01/02/20	12/31/20			9746624676		N
		74	CLOTH RAGS- VARIOUS SIZES		640.63	01-900-003-7101			E	REPAIRS AND SUPPLIES-DISPOSAL	R	01/02/20	12/31/20			9748043867		N
					1,064.58													
Vendor Total:					1,064.58													
GREGW005 GREG W. MARRA		21000038	01/15/21	SEMI ANNUAL MEDICARE REIMBURSE	723.00	01-900-001-8104			E	FRINGE BENEFITS-HEALTH PLAN	R	01/15/21	01/15/21					N
		1	SEMI ANNUAL MEDICARE REIMBURSE		723.00													
Vendor Total:					723.00													
HOMED005 HOME DEPOT CREDIT SERVICES		20000137	01/02/20	2020 BLANKET			B											
		19	ICE MELT & SHOVELS		49.88	01-900-002-7101			E	REPAIRS & SUPPLIES-COLLECTION	R	01/02/20	12/31/20			9070276		N

Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type Charge Account	Acct Type Description	Stat/chk	First Rcvd Enc Date Date	Chk/Void Date	Invoice	1099 Excl
HOMED005 HOME DEPOT CREDIT SERVICES	20000137 01/02/20 2020 BLANKET		Continued							
	20 ICE MELT & BUCKETS & LIDS		63.08	01-900-002-7101	E REPAIRS & SUPPLIES-COLLECTION	R	01/02/20 12/31/20		6022554	N
			112.96							
	Vendor Total:		112.96							
HOWAR005 HOWARD B. BUCK	21000031 01/15/21 SEMI ANNUAL MEDICARE REIMBURSE									
	1 SEMI ANNUAL MEDICARE REIMBURSE		867.60	01-900-001-8104	E FRINGE BENEFITS-HEALTH PLAN	R	01/15/21 01/15/21			N
	2 SPOUSE		867.60	01-900-001-8104	E FRINGE BENEFITS-HEALTH PLAN	R	01/15/21 01/15/21			N
			1,735.20							
JCPLC005 J.C.P.& L CO.	20000142 01/01/20 ELECTRIC - BLANKET			B						
	87 150 JOLINE AVE 12/1-12/30		16,628.55	01-900-003-7701	E ELECTRIC-DISPOSAL	R	01/01/20 12/31/20			N
	Vendor Total:		16,628.55							
JAMES005 JAMES F. SORRENTINO	21000032 01/15/21 SEMI ANNUAL MEDICARE REIMBURSE									
	1 SEMI ANNUAL MEDICARE REIMBURSE		867.60	01-900-001-8104	E FRINGE BENEFITS-HEALTH PLAN	R	01/15/21 01/15/21			N
	2 SPOUSE		867.60	01-900-001-8104	E FRINGE BENEFITS-HEALTH PLAN	R	01/15/21 01/15/21			N
			1,735.20							
JANIC005 JANICE STATHUM	21000029 01/15/21 SEMI ANNUAL MEDICARE REIMBURSE									
	1 SEMI ANNUAL MEDICARE REIMBURSE		867.60	01-900-001-8104	E FRINGE BENEFITS-HEALTH PLAN	R	01/15/21 01/15/21			N
	Vendor Total:		867.60							
JOSEP010 JOSEPH MARTONE	21000039 01/15/21 SEMI ANNUAL MEDICARE REIMBURSE									
	1 SEMI ANNUAL MEDICARE REIMBURSE		1,214.40	01-900-001-8104	E FRINGE BENEFITS-HEALTH PLAN	R	01/15/21 01/15/21			N
	Vendor Total:		1,214.40							

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Vendor # Name		PO # PO Date Description		Contract PO Type		Acct Type Description		Stat/Chk Enc Date Date		First Rcvd Chk/Void		1099	
Item Description		Amount		Charge Account						Date		Invoice	
MASER005 MASER CONSULTING INC													
20000482 12/01/20 ENGINEERING - DECEMBER													
1 ENGINEERING - DECEMBER		770.00		01-900-001-8002		E ENGINEERING		R		12/01/20	12/31/20	628537	N
2 PREPARATION OF SPECS		290.00		01-900-001-8002		E ENGINEERING		R		12/01/20	12/31/20	628583	N
3 PREPARATION OF REPORT		267.50		01-900-001-8002		E ENGINEERING		R		12/01/20	12/31/20	628561	N
4 REVIEW TROUTMAN'S CREEK BRIDGE		345.00		01-900-001-8002		E ENGINEERING		R		12/01/20	12/31/20	628584	N
5 UTILITY VERIFICATION REVIEW		715.00		01-900-001-8002		E ENGINEERING		R		12/01/20	12/31/20	628575	N
6 PLEASURE BAY POOL		667.50		01-900-001-8002		E ENGINEERING		R		12/01/20	12/31/20	628568	N
7 I & I STUDY & IMPROVEMENTS		455.00		01-100-001-1290		G RF-DUE FROM/TO GENERAL FUND		R		12/01/20	12/31/20	628569	N
8 HOEY PUMP STATION FORCE MAIN		297.50		01-100-001-1290		G RF-DUE FROM/TO GENERAL FUND		R		12/01/20	12/31/20	628573	N
9 LINCOLN GARDENS PUMP STATION		660.81		01-100-001-1290		G RF-DUE FROM/TO GENERAL FUND		R		12/01/20	12/31/20	628577	N
		4,468.31											
Vendor Total:		4,468.31											
MYRAB005 MYRA BUCK													
21000027 01/15/21 SEMI ANNUAL MEDICARE REIMBURSE													
1 SEMI ANNUAL MEDICARE REIMBURSE		867.60		01-900-001-8104		E FRINGE BENEFITS-HEALTH PLAN		R		01/15/21	01/15/21		N
Vendor Total:		867.60											
NANCY005 NANCY J. FAYE													
21000035 01/15/21 SEMI ANNUAL MEDICARE REIMBURSE													
1 SEMI ANNUAL MEDICARE REIMBURSE		867.60		01-900-001-8104		E FRINGE BENEFITS-HEALTH PLAN		R		01/15/21	01/15/21		N
2 SPOUSE		867.60		01-900-001-8104		E FRINGE BENEFITS-HEALTH PLAN		R		01/15/21	01/15/21		N
		1,735.20											
Vendor Total:		1,735.20											
ONECA005 ONE CALL CONCEPTS INC.													
20000118 01/02/20 2020 BLANKET													
13 MARK OUTS - December		204.49		01-900-002-7101		E REPAIRS & SUPPLIES-COLLECTION		R		01/02/20	12/31/20	125384	N
Vendor Total:		204.49											

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Vendor # Name	PO # PO Date Description	Item Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/Chk	First Rcvd	Chk/Void	1099
								Enc Date Date	Date	Invoice
										Excl
SEAB0005 SEABOARD WELDING INC										
20000110 01/02/20 2020 BLANKET					B					
14 TANK RENTALS - DECEMBER			70.75	01-900-003-7101		E REPAIRS AND SUPPLIES-DISPOSAL	R	01/02/20 12/31/20		918663 N
Vendor Total:			70.75							
SIPER005 SIP'S PAINT & HARDWARE					B					
20000120 01/02/20 2020 BLANKET										
89 LIGHTER & DEICER			28.35	01-900-002-7101		E REPAIRS & SUPPLIES-COLLECTION	R	01/02/20 12/31/20		25901 N
90 BATTERIES			28.17	01-900-002-7101		E REPAIRS & SUPPLIES-COLLECTION	R	01/02/20 12/31/20		25906 N
91 HEX KEYS			19.99	01-900-002-7101		E REPAIRS & SUPPLIES-COLLECTION	R	01/02/20 12/31/20		25908 N
			<u>76.51</u>							
Vendor Total:			76.51							
SOUTH005 SOUTH CROSS CLEANING INC					B					
20000158 02/26/20 2020 BLANKET - OFFICE CLEANING										
9 OFFICE CLEANING - DECEMBER			369.14	01-900-001-8300		E OFFICE EXPENSES	R	02/26/20 12/31/20		8031 N
Vendor Total:			369.14							
STAPL005 STAPLES ADVANTAGE					B					
20000079 01/02/20 2020 BLANKET										
14 HP 55A			126.85	01-900-001-8300		E OFFICE EXPENSES	R	01/02/20 12/31/20		3463671632 N
15 BINDERS, CALENDARS & HIGHLIGHT			116.15	01-900-001-8300		E OFFICE EXPENSES	R	01/02/20 12/31/20		3464518968 N
16 2021 STANDARD DIARY			50.24	01-900-001-8300		E OFFICE EXPENSES	R	01/02/20 12/31/20		3464621846 N
			<u>293.24</u>							
Vendor Total:			293.24							
SUSAN005 SUSAN MARRA										
21000034 01/15/21 SEMI ANNUAL MEDICARE REIMBURSE										
1 SEMI ANNUAL MEDICARE REIMBURSE			867.60	01-900-001-8104		E FRINGE BENEFITS-HEALTH PLAN	R	01/15/21 01/15/21		N
Vendor Total:			867.60							

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Vendor # Name		PO # PO Date Description		Contract PO Type		Stat/Chk		First Rcvd		Chk/Void		1099	
Item Description		Amount		Charge Account		Acct Type Description		Enc Date		Date		Invoice	
UNIFI005 UNIFIRST CORPORATION													
20000123 01/02/20 2020 BLANKET - UNIFORM RENTALS B													
51 UNIFORM RENTALS - DECEMBER		317.02	01-900-003-7101	E REPAIRS AND SUPPLIES-DISPOSAL		R	01/02/20	12/31/20	0738187350		N		
52 UNIFORM RENTALS - DECEMBER		325.24	01-900-003-7101	E REPAIRS AND SUPPLIES-DISPOSAL		R	01/02/20	12/31/20	0738181315		N		
53 UNIFORM RENTALS - DECEMBER		317.02	01-900-003-7101	E REPAIRS AND SUPPLIES-DISPOSAL		R	01/02/20	12/31/20	0738184336		N		
54 UNIFORM RENTALS - DECEMBER		317.02	01-900-003-7101	E REPAIRS AND SUPPLIES-DISPOSAL		R	01/02/20	12/31/20	0738190317		N		
		1,276.30											
Vendor Total:		1,276.30											
UNIVA005 UNIVAR SOLUTIONS													
20000004 01/01/20 SODIUM HYPOCHLORITE - BLANKET B													
44 SODIUM HYPOCHLORITE - DEC		1,554.00	01-900-003-7504	E CHEMICALS-SODIUM HYPOCHLORITE		R	01/02/20	12/31/20	HB940945		N		
45 SODIUM HYPOCHLORITE - DEC		1,776.00	01-900-003-7504	E CHEMICALS-SODIUM HYPOCHLORITE		R	01/02/20	12/31/20	HB941639		N		
		3,330.00											
Vendor Total:		3,330.00											
WILL0015 WILLIAM D. STEELE													
21000036 01/15/21 SEMI ANNUAL MEDICARE REIMBURSE													
1 SEMI ANNUAL MEDICARE REIMBURSE		867.60	01-900-001-8104	E FRINGE BENEFITS-HEALTH PLAN		R	01/15/21	01/15/21	01/15/21		N		
2 SPOUSE		867.60	01-900-001-8104	E FRINGE BENEFITS-HEALTH PLAN		R	01/15/21	01/15/21	01/15/21		N		
		1,735.20											
Vendor Total:		1,735.20											
Total Purchase Orders: 42 Total P.O. Line Items: 82 Total List Amount: 86,019.89 Total Void Amount: 0.00													

Totals by Year-Fund Fund Description		Fund	Expend Rcvd	Expend Held	Expend Total	Revenue Total	G/L Total	Total
	0-01		54,004.17	0.00	54,004.17	0.00	1,413.31	55,417.48
	1-01		30,602.41	0.00	30,602.41	0.00	0.00	30,602.41
Total of All Funds:			<u>84,606.58</u>	<u>0.00</u>	<u>84,606.58</u>	<u>0.00</u>	<u>1,413.31</u>	<u>86,019.89</u>

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
	0-01	54,004.17	0.00	0.00	0.00	54,004.17
	1-01	30,602.41	0.00	0.00	0.00	30,602.41
Total of All Funds:		<u>84,606.58</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>84,606.58</u>

P.O. Type: All									
Range: First to Last									
Format: Detail without Line Item Notes									
Vendor # Name	P.O. #	P.O. Date	Description	Contract	P.O. Type	Amount	Charge Account	Acct Type Description	
POST0015 POSTMASTER- RED BANK	21000044	01/15/21	2021 YEARLY BILL MAILING						
	1	2021	YEARLY BILL MAILING	4,311.12	01-900-001-8300	E	OFFICE EXPENSES		
Vendor Total:						4,311.12			
Total Purchase Orders: 1 Total P.O. Line Items: 1 Total List Amount: 4,311.12 Total Void Amount: 0.00									

Open: N	Paid: N	Void: N	Stat/Chk	Enc Date	First Rcvd	Chk/Void	Invoice	1099
Rcvd: Y	Held: Y	Aprv: N	Date	Date	Date	Date		EXCL
Bid: Y	State: Y	Other: Y						
	Exempt: Y							

Total's by Year-Fund Fund Description	Fund	Expend Rcvd	Expend Held	Expend Total	Revenue Total	G/L Total	Total
	1-01	4,311.12	0.00	4,311.12	0.00	0.00	4,311.12
Total of All Funds:		<u>4,311.12</u>	<u>0.00</u>	<u>4,311.12</u>	<u>0.00</u>	<u>0.00</u>	<u>4,311.12</u>

Page No: 1

P.O. Type: All									
Range: First to Last									
Format: Detail without Line Item Notes									
Vendor # Name									
PO #	PO Date	Description	Contract	PO Type					
Item Description	Amount	Charge Account	Acct Type	Description	Stat/Chk	Enc Date	Rcvd Date	Chk/Void Date	Invoice
INTER010 INTERNET NETWORK									
21000042	01/04/21	INTERNET DOMAIN/NETWORK							1099
1	INTERNET DOMAIN/NETWORK	194.00	01-900-001-8401	E	COMPUTER MAINTENANCE	R	01/04/21	01/19/21	IN-184535-2020
Vendor Total:		194.00							
SPECT005 SPECTRASERV INC									
20000136	01/02/20	2020 BLANKET							
13	SLUDGE REMOVAL - NOVEMBER	39,676.00	01-900-003-7301	E	SLUDGE REMOVAL EXPENSES	R	01/02/20	12/31/20	28-2997
Vendor Total:		39,676.00							
Total Purchase Orders:		2	Total P.O. Line Items:		2	Total List Amount:		39,870.00	Total Void Amount:
								0.00	

Totals by Year-Fund Fund Description	Fund	Expend Rcvd	Expend Held	Expend Total	Revenue Total	G/L Total	Total
	0-01	39,676.00	0.00	39,676.00	0.00	0.00	39,676.00
	1-01	194.00	0.00	194.00	0.00	0.00	194.00
Total of All Funds:		<u>39,870.00</u>	<u>0.00</u>	<u>39,870.00</u>	<u>0.00</u>	<u>0.00</u>	<u>39,870.00</u>

Totals by Fund Fund Description	Fund	Expend Rcvd	Expend Held	Expend Total	Revenue Total	G/L Total	Total
	01	39,870.00	0.00	39,870.00	0.00	0.00	39,870.00
Total of All Funds:		<u>39,870.00</u>	<u>0.00</u>	<u>39,870.00</u>	<u>0.00</u>	<u>0.00</u>	<u>39,870.00</u>

P.O. Type: All										Open: N	Paid: N	Void: N											
Range: First to Last										Rcvd: Y	Held: Y	Aprv: N											
Format: Detail without Line Item Notes										Bid: Y	State: Y	Other: Y	Exempt: Y										
Vendor # Name		PO # PO Date Description		Contract PO Type		Amount		Charge Account		Acct Type Description		Stat/Chk		First Rcvd		Chk/Void		Date Invoice		1099 Excl			
Item Description																							
HUGHE005 HUGHES ENVIRONMENTAL SERVICES																							
20000128		01/02/20 BLANKET 2020		B																			
5		CERT. OF BACKFLOW DEVICES QTR4				1,000.00		01-900-003-7101		E REPAIRS AND SUPPLIES-DISPOSAL		R		01/02/20 12/31/20		19223		N					
6		PERMIT RENEWAL APPLICATION				200.00		01-900-003-7101		E REPAIRS AND SUPPLIES-DISPOSAL		R		01/02/20 12/31/20		19224		N					
						1,200.00																	
Vendor Total:						1,200.00																	
JCPLC005 J.C.P.& L CO.																							
20000142		01/01/20 ELECTRIC - BLANKET		B																			
88		EXCHANGE PL. 12/1-12/30				17.13		01-900-004-7701		E ELECTRIC-PUMP STATIONS		R		01/02/20 12/31/20				N					
89		MONMOUTH PL. 11/26-12/28				57.25		01-900-004-7701		E ELECTRIC-PUMP STATIONS		R		01/02/20 12/31/20				N					
90		HOEY & OVERLOOK 11/25-12-23				771.32		01-900-004-7701		E ELECTRIC-PUMP STATIONS		R		01/02/20 12/31/20				N					
91		LINCOLN & OCEAN 11/25-12/23				267.00		01-900-004-7701		E ELECTRIC-PUMP STATIONS		R		01/02/20 12/31/20				N					
92		MCLELLAN ST 12/2-12/31				197.32		01-900-004-7701		E ELECTRIC-PUMP STATIONS		R		01/02/20 12/31/20				N					
93		JOLINE AVE 12/2-12/30				1,751.38		01-900-004-7701		E ELECTRIC-PUMP STATIONS		R		01/02/20 12/31/20				N					
						3,061.40																	
Vendor Total:						3,061.40																	
LYONS005 LYONS ENVIRONMENTAL SERVICES																							
20000011		01/02/20 2020 BLANKET		B																			
13		DEC - LAB ANALYSIS				440.00		01-900-003-7102		E REPAIRS & SUPPLIES - LAB		R		01/02/20 12/31/20		LBSA1220		N					
Vendor Total:						440.00																	
MARIO005 MARIO K. UYEYAMA																							
20000484		12/22/20 CHRISTMAS LUNCHEON				559.78		01-900-001-8605		E MISCELLANEOUS		R		12/22/20 12/31/20				N					
1		CHRISTMAS LUNCH REIMBURSEMENT				559.78																	
Vendor Total:						559.78																	

Vendor # Name	PO # PO Date Description	Amount	Contract PO Type	Charge Account	Acct Type Description	Stat/chk	Enc Date	First Rcvd Date	Chk/Void Date	Invoice	1099 Excl
MARKW005 MARK WOSZCZAK MECH INC											
	20000486 12/21/20 35 MYRTLE AVE. LATERAL REPLACE										
	1 35 MYRTLE AVE. LATERAL REPLACE	3,051.52		01-900-002-7101	E REPAIRS & SUPPLIES-COLLECTION	R		12/22/20	12/31/20	8922	N
	Vendor Total:	3,051.52									
PETTY005 PETTY CASH											
	20000485 12/22/20 TIP CHRISTMAS LUNCHEON										
	1 TIP CHRISTMAS LUNCHEON	50.00		01-900-001-8605	E MISCELLANEOUS	R		12/22/20	12/31/20		N
	Vendor Total:	50.00									
UNIVA005 UNIVAR SOLUTIONS											
	20000004 01/01/20 SODIUM HYPOCHLORITE - BLANKET										
	35 SODIUM HYPOCHLORITE - OCT	1,670.55		01-900-003-7504	E CHEMICALS-SODIUM HYPOCHLORITE	R		01/02/20	11/17/20	HB936935	N
	36 SODIUM HYPOCHLORITE - OCT	1,709.40		01-900-003-7504	E CHEMICALS-SODIUM HYPOCHLORITE	R		01/02/20	11/17/20	HB937379	N
	37 SODIUM HYPOCHLORITE - OCT	2,364.30		01-900-003-7504	E CHEMICALS-SODIUM HYPOCHLORITE	R		01/02/20	11/17/20	HB937814	N
	38 SODIUM HYPOCHLORITE - OCT	1,343.10		01-900-003-7504	E CHEMICALS-SODIUM HYPOCHLORITE	R		01/02/20	11/17/20	HB938143	N
	39 SODIUM HYPOCHLORITE - OCT	1,603.95		01-900-003-7504	E CHEMICALS-SODIUM HYPOCHLORITE	R		01/02/20	11/17/20	HB938615	N
	40 SODIUM HYPOCHLORITE - NOV	1,381.95		01-900-003-7504	E CHEMICALS-SODIUM HYPOCHLORITE	R		01/02/20	12/14/20	HB939039	N
	41 SODIUM HYPOCHLORITE - NOV	2,171.16		01-900-003-7504	E CHEMICALS-SODIUM HYPOCHLORITE	R		01/02/20	12/14/20	HB939602	N
	42 SODIUM HYPOCHLORITE - NOV	967.92		01-900-003-7504	E CHEMICALS-SODIUM HYPOCHLORITE	R		01/02/20	12/14/20	HB939998	N
	43 SODIUM HYPOCHLORITE - NOV	721.50		01-900-003-7504	E CHEMICALS-SODIUM HYPOCHLORITE	R		01/02/20	12/14/20	HB940217	N
		13,933.83									
	Vendor Total:	13,933.83									
WBMA005 W.B.MASON CO.INC.											
	20000089 01/28/20 2020 BLANKET										
	33 HANGING FOLDER & WATER	121.25		01-900-001-8300	E OFFICE EXPENSES	R		01/02/20	12/31/20	216243486	N
	34 PAPER	167.94		01-900-001-8300	E OFFICE EXPENSES	R		01/02/20	12/31/20	216284215	N
	35 HAND SOAP	29.98		01-900-001-8300	E OFFICE EXPENSES	R		01/02/20	12/31/20	216433710	N
		319.17									
	Vendor Total:	319.17									

Total Purchase Orders: 8 Total P.O. Line Items: 24 Total List Amount: 22,615.70 Total Void Amount: 0.00

Long Branch Sewerage Authority
Bill List By Vendor Id

Long Branch Sewerage Authority
Bill List By Vendor Id

[illegible]

Totals by Year-Fund Fund Description	Fund	Expend Rcvd	Expend Held	Expend Total	Revenue Total	G/L Total	Total
	0-01	22,615.70	0.00	22,615.70	0.00	0.00	22,615.70
Total of All Funds:		<u>22,615.70</u>	<u>0.00</u>	<u>22,615.70</u>	<u>0.00</u>	<u>0.00</u>	<u>22,615.70</u>

Totals by Fund Fund Description	Fund	Expend Rcvd	Expend Held	Expend Total	Revenue Total	G/L Total	Total
	01	22,615.70	0.00	22,615.70	0.00	0.00	22,615.70
Total of All Funds:		<u>22,615.70</u>	<u>0.00</u>	<u>22,615.70</u>	<u>0.00</u>	<u>0.00</u>	<u>22,615.70</u>

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
	0-01	22,615.70	0.00	0.00	0.00	22,615.70
Total of All Funds:		<u>22,615.70</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>22,615.70</u>

Range of Checking Accts: First to Last Range of Check Dates: 12/17/20 to 01/19/21
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description				Contract	Ref Seq Acct
EFT CHECKING EFT ACCOUNT							
164	12/21/20	NJSH0010 NJSHBP					906
20000081	25	ACTIVE EMPLOYEES	36,132.16	01-900-001-8104	Expenditure	1	1
				FRINGE BENEFITS-HEALTH PLAN			
20000081	26	RETIRED EMPLOYEES	21,880.26	01-900-001-8104	Expenditure	2	1
				FRINGE BENEFITS-HEALTH PLAN			
			58,012.42				
165	12/31/20	PERS0005 P.E.R.S.					920
20000480	1	PERS 4TH QUARTER 2020	12,700.28	01-500-001-1850	G/L	1	1
				PERS-PENSION			
20000480	2	CONTRIBUTORY INSURANCE	865.57	01-500-001-1855	G/L	2	1
				PERS-CONTRIBUTORY INSURANCE			
			13,565.85				
166	01/04/21	PERS0005 P.E.R.S.					921
20000480	3	PERS 4TH QUARTER 2020 -	98.70	01-500-001-1850	G/L	1	1
				PERS-PENSION			
20000480	4	CONTRIBUTORY INSURANCE	6.58	01-500-001-1855	G/L	2	1
				PERS-CONTRIBUTORY INSURANCE			
			105.28				
167	01/15/21	NJSH0010 NJSHBP					933
21000043	7	RETIRED EMPLOYEES HEALTH	14,994.03	01-900-001-8104	Expenditure	1	1
				FRINGE BENEFITS-HEALTH PLAN			
21000043	8	ACTIVE EMPLOYEES HEALTH	36,573.91	01-900-001-8104	Expenditure	2	1
				FRINGE BENEFITS-HEALTH PLAN			
			51,567.94				
Checking Account Totals							
		Paid	Void	Amount Paid	Amount Void		
	Checks:	4	0	123,251.49	0.00		
	Direct Deposit:	0	0	0.00	0.00		
	Total:	4	0	123,251.49	0.00		
OPERATIONS Operating Account							
14063	12/17/20	AMBER005 AMBER BURKE					905
20000459	1	WORKBOOTS REIMBURSEMENT	160.00	01-900-003-7101	Expenditure	1	1
				REPAIRS AND SUPPLIES-DISPOSAL			
14064	12/17/20	LBSEW005 L.B.SEWERAGE AUTH.PAYROLL					907
20000468	1	PAYPERIOD END 12/12 D.D.	37,140.46	01-000-001-1021	G/L	1	1
				P/R CK'G #100024660-CJB			
20000468	2	NET CHECKS	2,566.79	01-000-001-1021	G/L	2	1
				P/R CK'G #100024660-CJB			
20000468	3	TAXES	18,745.71	01-000-001-1021	G/L	3	1
				P/R CK'G #100024660-CJB			
			58,452.96				

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
OPERATIONS		Operating Account		Continued			
14072	12/17/20	POST0015 POSTMASTER- RED BANK					913
20000475	1	LATE NOTICE MAILINGS	1,184.04	01-900-001-8300 OFFICE EXPENSES	Expenditure		1 1
14065	12/18/20	DELTA005 DELTA DENTAL OF NEW JERSEY, INC					908
20000100	13	DENTAL INSURANCE DEC	1,883.37	01-900-001-8105 FRINGE BENEFITS-DENTAL PLAN	Expenditure		1 1
14066	12/18/20	JOSE0010 JOSEPH NUNEZ					908
20000463	1	JOE NUNEZ BOOT REIMBURSEMENT	250.00	01-900-003-7101 REPAIRS AND SUPPLIES-DISPOSAL	Expenditure		3 1
14067	12/18/20	LOCAL005 LOCAL 32 OPEIU					908
20000465	1	WHITE COLLAR UNION DUES	624.00	01-500-001-1871 OPEIU-DUES PAYABLE	G/L		5 1
14068	12/18/20	MELVI005 MELVIN V. MORRIS					908
20000462	1	MELVIN BOOT REIMBURSEMENT	239.98	01-900-002-7101 REPAIRS & SUPPLIES-COLLECTION	Expenditure		2 1
14069	12/18/20	PETTY005 PETTY CASH					908
20000464	1	PETTY CASH - LUNCH DISPOSAL	106.10	01-900-001-8605 MISCELLANEOUS	Expenditure		4 1
14070	12/18/20	POST0015 POSTMASTER- RED BANK					908
20000467	1	POST OFFICE PERMIT RENEWAL FEE	240.00	01-900-001-8300 OFFICE EXPENSES	Expenditure		7 1
14071	12/18/20	USWIN005 USW INTERNATIONAL UNION					908
20000466	1	BLUE COLLAR UNION DUES	1,487.20	01-500-001-1870 USW-UNION DUES	G/L		6 1
14073	12/21/20	EZPAS010 EZ PASS					914
20000159	14	EZPASS ADMIN. VEHICLES	160.00	01-900-001-7405 AUTO, TRUCK-MISC. -ADM.	Expenditure		1 1
14078	12/29/20	LBSEW005 L.B. SEWERAGE AUTH. PAYROLL					919
20000477	1	PAYPERIOD END 12/26 D.D.	42,733.16	01-000-001-1021 P/R CK'G #100024660-CJB	G/L		1 1
20000477	2	NET CHECKS	2,958.02	01-000-001-1021 P/R CK'G #100024660-CJB	G/L		2 1
20000477	3	TAXES	21,614.87	01-000-001-1021 P/R CK'G #100024660-CJB	G/L		3 1
			<u>67,306.05</u>				
14074	12/30/20	MARBB016 MARLIN BUSINESS BANK					915
20000162	11	FOLDING MACHINE LEASE	579.00	01-900-001-8300 OFFICE EXPENSES	Expenditure		1 1
14075	12/30/20	MARBB016 MARLIN BUSINESS BANK					916
20000162	12	FOLDING MACHINE LEASE	339.41	01-900-001-8300 OFFICE EXPENSES	Expenditure		1 1

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
<hr/>							
OPERATIONS		Operating Account		Continued			
14076	12/30/20	LBSEW005 L.B.SEWERAGE AUTH.PAYROLL					917
20000476	1	VACATION BUY BACK DIRECT DEP.	13,295.39	01-000-001-1021	G/L		1 1
				P/R CK'G #100024660-CJB			
20000476	2	TAXES	7,101.36	01-000-001-1021	G/L		2 1
				P/R CK'G #100024660-CJB			
20000476	3	NET CHECKS	3,193.52	01-000-001-1021	G/L		3 1
				P/R CK'G #100024660-CJB			
			<u>23,590.27</u>				
<hr/>							
14077	12/30/20	INTRA005 INTRADO ENTERPRISE COLLABORATI					918
20000164	13	MEETING CONFERENCE CALL IN	134.67	01-900-001-8605	Expenditure		1 1
				MISCELLANEOUS			
<hr/>							
14090	01/04/21	INTRA005 INTRADO ENTERPRISE COLLABORATI					927
20000164	14	MEETING CONFERENCE CALL IN	124.29	01-900-001-8605	Expenditure		1 1
				MISCELLANEOUS			
<hr/>							
14079	01/05/21	BANK005 BANK OF NEW YORK MELLON					922
20000478	1	2002A ADMIN FEE	4,500.00	01-900-001-8001	Expenditure		31 1
				TRUSTEE FEES			
<hr/>							
14080	01/05/21	COMCA005 COMCAST					922
20000095	23	TELEPHONE & INTERNET	233.23	01-900-003-7901	Expenditure		16 1
				TELEPHONE-DISPOSAL			
20000095	24	TELEPHONE & INTERNET	233.24	01-900-001-7901	Expenditure		17 1
				TELEPHONE-OFFICE			
20000095	25	TELEPHONE & INTERNET	233.23	01-900-003-7901	Expenditure		18 1
				TELEPHONE-DISPOSAL			
20000095	26	TELEPHONE & INTERNET	233.24	01-900-001-7901	Expenditure		19 1
				TELEPHONE-OFFICE			
			<u>932.94</u>				
<hr/>							
14081	01/05/21	FIIX005 FIIX					922
20000479	1	MECHANICAL SOFTWARE RENEWAL	1,270.80	01-900-003-7101	Expenditure		32 1
				REPAIRS AND SUPPLIES-DISPOSAL			
<hr/>							
14082	01/05/21	JCPLC005 J.C.P.& L CO.					922
20000142	79	EXCHANGE PL 10/30-11/30	52.12	01-900-004-7701	Expenditure		24 1
				ELECTRIC-PUMP STATIONS			
20000142	80	MONMOUTH PL 10/28-11/25	37.32	01-900-004-7701	Expenditure		25 1
				ELECTRIC-PUMP STATIONS			
20000142	81	HOEY & OVERLOOK 10/28-11/24	37.32	01-900-004-7701	Expenditure		26 1
				ELECTRIC-PUMP STATIONS			
20000142	82	LINCOLN AVE PS 10/27-11/24	173.85	01-900-004-7701	Expenditure		27 1
				ELECTRIC-PUMP STATIONS			
20000142	83	MCCLELLAN ST PS 11/1-12/1	51.04	01-900-004-7701	Expenditure		28 1
				ELECTRIC-PUMP STATIONS			
20000142	84	JOLINE AVE PS	0.00	01-900-004-7701	Expenditure		29 1
				ELECTRIC-PUMP STATIONS			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
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OPERATIONS		Operating Account	Continued				
14082	J.C.P. & L CO.	Continued					
20000142	86	JOLINE AVE PS 10/1-11/1	1,707.75	01-900-004-7701	Expenditure		30 1
				ELECTRIC-PUMP STATIONS			
			<u>2,059.40</u>				
14083	01/05/21	NJAME005 N.J.-AMERICAN WATER CO.					922
20000061	78	150 JOLINE AVE	1,111.82	01-900-003-7801	Expenditure		1 1
				WATER - PLANT - JOLINE AVENUE			
20000061	79	150 JOLINE AVE	250.23	01-900-003-7801	Expenditure		2 1
				WATER - PLANT - JOLINE AVENUE			
20000061	80	MUNI GARAGE	176.24	01-900-003-7801	Expenditure		3 1
				WATER - PLANT - JOLINE AVENUE			
20000061	81	LINCOLN GARDENS	15.56	01-900-004-7802	Expenditure		4 1
				WATER- PUMP STATIONS			
20000061	82	OCEAN AVE PS	15.56	01-900-004-7802	Expenditure		5 1
				WATER- PUMP STATIONS			
20000061	83	OVERLOOK AVE PS	15.56	01-900-004-7802	Expenditure		6 1
				WATER- PUMP STATIONS			
20000061	84	WILLOW AVE PS	38.86	01-900-004-7802	Expenditure		7 1
				WATER- PUMP STATIONS			
			<u>1,623.83</u>				
14084	01/05/21	NJNAT005 NJ NATURAL GAS CO.					922
20000094	93	150 JOLINE AVE	6,623.36	01-900-003-7602	Expenditure		8 1
				HEAT-GAS			
20000094	94	150 JOLINE AVE	34.00	01-900-003-7602	Expenditure		9 1
				HEAT-GAS			
20000094	95	UTILITY BUILDING	1,697.36	01-900-003-7602	Expenditure		10 1
				HEAT-GAS			
20000094	96	LINCOLN GARDENS PS	47.53	01-900-004-7101	Expenditure		11 1
				REPAIRS AND SUPPLIES-PUMPING			
20000094	97	HOEY & OVERLOOK PS	38.00	01-900-004-7101	Expenditure		12 1
				REPAIRS AND SUPPLIES-PUMPING			
20000094	98	MC CLELLAN ST PS	34.00	01-900-004-7101	Expenditure		13 1
				REPAIRS AND SUPPLIES-PUMPING			
20000094	99	MONMOUTH PL PS	40.00	01-900-004-7101	Expenditure		14 1
				REPAIRS AND SUPPLIES-PUMPING			
20000094	100	WILLOW AVE PS	34.00	01-900-004-7101	Expenditure		15 1
				REPAIRS AND SUPPLIES-PUMPING			
			<u>8,548.25</u>				
14085	01/05/21	VERIZ005 VERIZON WIRELESS					922
20000098	23	TELEPHONE	119.99	01-900-001-7901	Expenditure		20 1
				TELEPHONE-OFFICE			
20000098	24	TELEPHONE	120.00	01-900-003-7901	Expenditure		21 1
				TELEPHONE-DISPOSAL			
20000098	25	TELEPHONE	126.34	01-900-001-7901	Expenditure		22 1
				TELEPHONE-OFFICE			
20000098	26	TELEPHONE	126.35	01-900-003-7901	Expenditure		23 1
				TELEPHONE-DISPOSAL			
			<u>492.68</u>				

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void	Ref Num
PO #	Item	Description				Contract	Ref Seq Acct
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OPERATIONS		Operating Account	Continued				
14086	01/05/21	RARIT005 RARITAN GROUP INC					923
20000430	1	THICKNER BUILDING PIPING	1,304.20	01-900-003-7101	Expenditure		1 1
				REPAIRS AND SUPPLIES-DISPOSAL			
20000430	2	THICKNER BUILDING PIPING	2,438.33	01-900-003-7101	Expenditure		2 1
				REPAIRS AND SUPPLIES-DISPOSAL			
			<u>3,742.53</u>				
<hr/>							
14087	01/06/21	NEWJ0010 NJUA JOINT INSURANCE FUND					924
21000008	2	NJUA JOINT INSURANCE FUND	67,943.00	01-900-001-8500	Expenditure		1 1
				INSURANCE			
14088	01/06/21	THEST005 THE STANDARD					924
21000009	4	LIFE INSURANCE	738.07	01-900-001-8500	Expenditure		2 1
				INSURANCE			
14089	01/06/21	LBSEW005 L.B.SEWERAGE AUTH.PAYROLL					926
21000013	1	SAFETY BONUS DAY / HEALTH INS.	6,915.07	01-000-001-1021	G/L		1 1
				P/R CK'G #100024660-CJB			
21000013	2	NET CHECKS	560.09	01-000-001-1021	G/L		2 1
				P/R CK'G #100024660-CJB			
21000013	3	TAXES	2,300.14	01-000-001-1021	G/L		3 1
				P/R CK'G #100024660-CJB			
			<u>9,775.30</u>				
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14091	01/13/21	LBSEW005 L.B.SEWERAGE AUTH.PAYROLL					928
21000018	1	PAYPERIOD END 1/9/2021 D.D.	38,531.47	01-000-001-1021	G/L		1 1
				P/R CK'G #100024660-CJB			
21000018	2	NET CHECKS	3,024.39	01-000-001-1021	G/L		2 1
				P/R CK'G #100024660-CJB			
21000018	3	TAXES	21,939.63	01-000-001-1021	G/L		3 1
				P/R CK'G #100024660-CJB			
			<u>63,495.49</u>				
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14206	01/19/21	POST0015 POSTMASTER- RED BANK					934
21000044	1	2021 YEARLY BILL MAILING	4,311.12	01-900-001-8300	Expenditure		1 1
				OFFICE EXPENSES			
<hr/>							
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>		
	Checks:	30	0	326,294.75	0.00		
	Direct Deposit:	<u>0</u>	<u>0</u>	<u>0.00</u>	<u>0.00</u>		
	Total:	<u>30</u>	<u>0</u>	<u>326,294.75</u>	<u>0.00</u>		
<hr/>							
PAYROLL		PAYROLL CHECKING					
405	12/17/20	INTER005 INTERNAL REVENUE SERVICE					909
20000469	5	FEDERAL TAXES PERIOD END 12/12	6,806.27	01-500-001-1820	G/L		1 1
				FEDERAL WITHHOLDING PAYABLE			
20000469	6	FICA EMPLOYEE	4,667.21	01-500-001-1810	G/L		2 1
				FICA PAYABLE-EMPLOYEE			
20000469	7	FICA EMPLOYER	4,667.20	01-900-001-8101	Expenditure		3 1
				FRINGE BENEFITS-FICA			

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num	Ref Seq	Acct
PO #	Item	Description							
PAYROLL		PAYROLL CHECKING		Continued					
405		INTERNAL REVENUE SERVICE		Continued					
20000469	8	FEDERAL UNEMPLOYMENT	1.40	01-900-001-8102	Expenditure		4	1	
				FRINGE BENEFITS-SUI & SDI					
			<u>16,142.08</u>						
406	12/17/20	NJST0010 NJ STATE GROSS INCOME TAX					909		
20000470	4	STATE TAXES PERIOD END 12/12	2,299.75	01-500-001-1830	G/L		5	1	
				N.J. WITHHOLDING TAX PAYABLE					
20000470	5	NJ SUI/SDI EMPLOYEE	255.83	01-500-001-1840	G/L		6	1	
				SUI, SDI PAYABLE-EMPLOYEE					
20000470	6	NJ SUI/SDI EMPLOYER	48.05	01-900-001-8102	Expenditure		7	1	
				FRINGE BENEFITS-SUI & SDI					
			<u>2,603.63</u>						
407	12/30/20	INTER005 INTERNAL REVENUE SERVICE					910		
20000472	1	VACATION BUY BACK FEDERAL TAX	2,934.41	01-500-001-1820	G/L		3	1	
				FEDERAL WITHHOLDING PAYABLE					
20000472	2	EMPLOYEE FICA	1,676.42	01-500-001-1810	G/L		4	1	
				FICA PAYABLE-EMPLOYEE					
20000472	3	EMPLOYER FICA	1,676.39	01-900-001-8101	Expenditure		5	1	
				FRINGE BENEFITS-FICA					
			<u>6,287.22</u>						
408	12/30/20	NJST0010 NJ STATE GROSS INCOME TAX					910		
20000471	1	VACATION BUY BACK STATE TAX	732.58	01-500-001-1830	G/L		1	1	
				N.J. WITHHOLDING TAX PAYABLE					
20000471	2	NJ SUI/SDI EMPLOYEE	81.56	01-500-001-1840	G/L		2	1	
				SUI, SDI PAYABLE-EMPLOYEE					
			<u>814.14</u>						
409	12/31/20	NJST0010 NJ STATE GROSS INCOME TAX					911		
20000474	1	STATE TAXES PERIOD END 12/26	2,308.51	01-500-001-1830	G/L		1	1	
				N.J. WITHHOLDING TAX PAYABLE					
20000474	2	NJ SUI/SDI EMPLOYEE	254.97	01-500-001-1840	G/L		2	1	
				SUI, SDI PAYABLE-EMPLOYEE					
20000474	3	NJ SUI/SDI EMPLOYER	48.05	01-900-001-8102	Expenditure		3	1	
				FRINGE BENEFITS-SUI & SDI					
			<u>2,611.53</u>						
410	12/31/20	INTER005 INTERNAL REVENUE SERVICE					912		
20000473	1	FEDERAL TAXES PERIOD END 12/31	8,661.14	01-500-001-1820	G/L		1	1	
				FEDERAL WITHHOLDING PAYABLE					
20000473	2	FICA EMPLOYEE	5,171.09	01-500-001-1810	G/L		2	1	
				FICA PAYABLE-EMPLOYEE					
20000473	3	FICA EMPLOYER	5,171.11	01-900-001-8101	Expenditure		3	1	
				FRINGE BENEFITS-FICA					
			<u>19,003.34</u>						
411	01/07/21	INTER005 INTERNAL REVENUE SERVICE					925		
21000015	1	SAFETY BONUS DAY/ HEALTH INS.	479.05	01-500-001-1820	G/L		4	1	
				FEDERAL WITHHOLDING PAYABLE					

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
PAYROLL		PAYROLL CHECKING		Continued			
411	INTERNAL REVENUE SERVICE	Continued					
21000015	2	FICA EMPLOYEE	682.33	01-500-001-1810	G/L		5 1
				FICA PAYABLE-EMPLOYEE			
21000015	3	FICA EMPLOYER	682.33	01-900-001-8101	Expenditure		6 1
				FRINGE BENEFITS-FICA			
21000015	4	FEDERAL UNEMPLOYMENT	53.52	01-900-001-8102	Expenditure		7 1
				FRINGE BENEFITS-SUI & SDI			
			1,897.23				
412	01/07/21	NJST0010 NJ STATE GROSS INCOME TAX					925
21000014	1	SAFETY BONUS DAY/ HEALTH INS.	177.67	01-500-001-1830	G/L		1 1
				N.J. WITHHOLDING TAX PAYABLE			
21000014	2	SUI/SDI EMPLOYEE	104.82	01-500-001-1840	G/L		2 1
				SUI, SDI PAYABLE-EMPLOYEE			
21000014	3	SUI/SDI EMPLOYER	120.42	01-900-001-8102	Expenditure		3 1
				FRINGE BENEFITS-SUI & SDI			
			402.91				
413	01/14/21	INTER005 INTERNAL REVENUE SERVICE					929
21000019	1	FEDERAL TAXES PERIOD END 1/14	7,350.22	01-500-001-1820	G/L		1 1
				FEDERAL WITHHOLDING PAYABLE			
21000019	2	FICA EMPLOYEE	4,967.64	01-500-001-1810	G/L		2 1
				FICA PAYABLE-EMPLOYEE			
21000019	3	FICA EMPLOYER	4,967.64	01-900-001-8101	Expenditure		3 1
				FRINGE BENEFITS-FICA			
21000019	4	FEDERAL UNEMPLOYMENT	389.63	01-900-001-8102	Expenditure		4 1
				FRINGE BENEFITS-SUI & SDI			
			17,675.13				
414	01/14/21	NJST0010 NJ STATE GROSS INCOME TAX					929
21000020	1	STATE TAXES PERIOD END 1/14	2,517.58	01-500-001-1830	G/L		5 1
				N.J. WITHHOLDING TAX PAYABLE			
21000020	2	NJ SUI/SDI EMPLOYEE	812.93	01-500-001-1840	G/L		6 1
				SUI, SDI PAYABLE-EMPLOYEE			
21000020	3	NJ SUI/SDI EMPLOYER	933.99	01-900-001-8102	Expenditure		7 1
				FRINGE BENEFITS-SUI & SDI			
			4,264.50				
Checking Account Totals							
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>		
	Checks:	10	0	71,701.71	0.00		
	Direct Deposit:	0	0	0.00	0.00		
	Total:	10	0	71,701.71	0.00		
Report Totals							
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>		
	Checks:	44	0	521,247.95	0.00		
	Direct Deposit:	0	0	0.00	0.00		
	Total:	44	0	521,247.95	0.00		

Totals by Year-Fund Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
	0-01	98,195.91	0.00	200,981.35	299,177.26
	1-01	131,707.66	0.00	90,363.03	222,070.69
Total of All Funds:		<u>229,903.57</u>	<u>0.00</u>	<u>291,344.38</u>	<u>521,247.95</u>

Totals by Fund					
Fund Description	Fund	Expend Total	Revenue Total	G/L Total	Total
	01	229,903.57	0.00	291,344.38	521,247.95
Total Of All Funds:		<u>229,903.57</u>	<u>0.00</u>	<u>291,344.38</u>	<u>521,247.95</u>

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
	0-01	98,195.91	0.00	0.00	0.00	98,195.91
	1-01	131,707.66	0.00	0.00	0.00	131,707.66
Total of All Funds:		<u>229,903.57</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>229,903.57</u>

Account No	Description	Prior Budget Payable YTD	Adopted Expended YTD	Amended Encumber YTD	Transfers Reimbrsd YTD	Modified Canceled YTD	Balance YTD %Used	Trans Amount	Trans Balance	User
Date	Transaction Data/Comment		Expended Curr	Vendor/Reference		Pd/Chrgd YTD	Unexpended			
01-900-001-8101	FRINGE BENEFITS-FICA	0.00	127,308.00	0.00	0.00	127,308.00	4,282.34- 103			
		0.00	131,590.34	0.00	0.00	0.00	4,282.34-			
			11,514.70		0.00	131,590.34				
	Begin Balance: 12/17/20								2,036.20	
12/17/20 PO 20000469	7 Paid Ck 405 FICA EMPLOYER			INTER005 INTERNAL REVENUE SERVICE			En 12/17/20	4,667.20-	2,631.00-	MARION
12/29/20 PO 20000469	3 Deleted FICA EMPLOYER			INTER005 INTERNAL REVENUE SERVICE			En 12/03/20	5,196.16	2,565.16	MARION
12/30/20 PO 20000472	3 Paid Ck 407 EMPLOYER FICA			INTER005 INTERNAL REVENUE SERVICE			En 12/28/20	1,676.39-	888.77	MARION
12/31/20 PO 20000473	3 Paid Ck 410 FICA EMPLOYER			INTER005 INTERNAL REVENUE SERVICE			En 12/31/20	5,171.11-	4,282.34-	MARION
01-900-001-8102	FRINGE BENEFITS-SUI & SDI	0.00	15,000.00	0.00	0.00	15,000.00	5,459.97 64			
		0.00	9,540.03	0.00	0.00	0.00	5,459.97			
			97.50		0.00	9,540.03				
	Begin Balance: 12/17/20								5,429.82	
12/17/20 PO 20000469	8 Paid Ck 405 FEDERAL UNEMPLOYMENT			INTER005 INTERNAL REVENUE SERVICE			En 12/17/20	1.40-	5,428.42	MARION
12/17/20 PO 20000470	6 Paid Ck 406 NJ SUI/SDI EMPLOYER			NJST0010 NJ STATE GROSS INCOME TAX			En 12/17/20	48.05-	5,380.37	MARION
12/29/20 PO 20000469	4 Deleted FEDERAL UNEMPLOYMENT			INTER005 INTERNAL REVENUE SERVICE			En 12/03/20	33.69	5,414.06	MARION
12/29/20 PO 20000470	3 Deleted NJ SUI/SDI EMPLOYER			NJST0010 NJ STATE GROSS INCOME TAX			En 12/03/20	93.96	5,508.02	MARION
12/31/20 PO 20000474	3 Paid Ck 409 NJ SUI/SDI EMPLOYER			NJST0010 NJ STATE GROSS INCOME TAX			En 12/30/20	48.05-	5,459.97	MARION
01-900-001-8103	FRINGE BENEFITS-PERS-PENSION	0.00	206,015.00	0.00	0.00	206,015.00	0.00 100			
		0.00	206,015.00	0.00	0.00	0.00	0.00			
			0.00		0.00	206,015.00				
	Begin Balance: 12/17/20								241,457.41	
12/17/20 Expenditure		33,393.86	766,606.14	0.00	18,950.00-	781,050.00	245,361.06 69		3,903.65	MARION
12/21/20 PO 20000081	25 Paid Ck 164 ACTIVE EMPLOYEES	0.00	535,688.94	0.00	0.00	0.00	245,361.06		245,361.06	MARION
12/21/20 PO 20000081	26 Paid Ck 164 RETIRED EMPLOYEES		3,903.65-		0.00	535,688.94			245,361.06	MARION
				Reference 1666 4					245,361.06	MARION
				NJSH0010 NJSHBP			En 01/01/20 BS	36,132.16-*	245,361.06	MARION
				NJSH0010 NJSHBP			En 01/01/20 BS	21,880.26-*	245,361.06	MARION

Account No	Description	Prior Budget Payable YTD	Adopted Expended YTD Expended Curr	Amended Encumber YTD	Transfers Reimbrsd YTD Reimbrsd Curr Vendor/Reference	Modified Canceled Pd/Chrgd YTD	Balance YTD %Used Unexpended	Trans Amount	Trans Balance	User
01-900-001-8105	FRINGE BENEFITS-DENTAL PLAN	0.00	0.00	0.00	0.00	0.00	20,621.39- 0			
		0.00	20,621.39	0.00	0.00	0.00	20,621.39-			
			1,883.37		0.00	20,621.39				
	Begin Balance: 12/17/20								20,621.39-	
12/18/20 PO 20000100	13 Paid Ck 14065 DENTAL INSURANCE DEC				DELTA005 DELTA DENTAL OF NEW JERSEY, INC En 01/02/20 BS			1,883.37-*	20,621.39-	MARION
01-900-001-8106	FRINGE BENEFITS-GROUP LIFE	0.00	0.00	0.00	0.00	0.00	17,956.92- 0			
		0.00	8,890.20	9,066.72	0.00	0.00	8,890.20-			
			0.00		0.00	17,956.92				
01-900-001-8107	FRINGE BENEFITS-OTHER	0.00	1,500.00	0.00	0.00	1,500.00	832.69 44			
		0.00	667.31	0.00	0.00	0.00	832.69			
			25.00		0.00	667.31				
	Begin Balance: 12/17/20								857.69	
12/31/20 Expenditure	MEAL ALLOWANCE				Reference 1668 4			25.00-	832.69	MARION
01-900-001-8201	PROVISIONS FOR FUTURE BENEFITS	0.00	15,000.00	0.00	0.00	15,000.00	15,000.00 0			
		0.00	0.00	0.00	0.00	0.00	15,000.00			
			0.00		0.00	0.00				
01-900-001-8300	OFFICE EXPENSES	12,359.35	47,640.65	0.00	0.00	60,000.00	4,186.18 93			
		0.00	50,893.72	4,920.10	0.00	0.00	9,106.28			
			3,082.86		0.00	55,813.82				
	Begin Balance: 12/17/20								5,129.08	
12/17/20 PO 20000475	1 Paid Ck 14072 LATE NOTICE MATLINGS				POST0015 POSTMASTER- RED BANK		En 12/15/20	1,184.04-*	5,129.08	MARION
12/18/20 PO 20000467	1 Paid Ck 14070 POST OFFICE PERMIT RENEWAL FEE				POST0015 POSTMASTER- RED BANK		En 11/20/20	240.00-*	5,129.08	MARION
12/30/20 PO 20000162	11 Paid Ck 14074 FOLDING MACHINE LEASE				MARBB016 MARLIN BUSINESS BANK		En 01/01/20 BS	579.00-*	5,129.08	MARION
12/30/20 PO 20000162	12 Paid Ck 14075 FOLDING MACHINE LEASE				MARBB016 MARLIN BUSINESS BANK		En 01/01/20 BS	339.41-*	5,129.08	MARION
12/31/20 Expenditure	paychex				Reference 1672 4			942.90-	4,186.18	MARION
01/20/21 PO 20000079	14 Paid Ck 14171 HP 55A				STAPL005 STAPLES ADVANTAGE		En 01/02/20 BS	126.85-*	4,186.18	MARION
01/20/21 PO 20000079	15 Paid Ck 14171 BINDERS, CALENDARS & HIGHLIGHT				STAPL005 STAPLES ADVANTAGE		En 01/02/20 BS	116.15-*	4,186.18	MARION
01/20/21 PO 20000079	16 Paid Ck 14171 2021 STANDARD DIARY				STAPL005 STAPLES ADVANTAGE		En 01/02/20 BS	50.24-*	4,186.18	MARION
01/20/21 PO 20000089	33 Paid Ck 14203 HANGING FOLDER & WATER				WBMA005 W.B.MASON CO. INC.		En 01/02/20 BS	121.25-*	4,186.18	MARION

Account No	Description	Prior Budget Payable YTD	Adopted Expended YTD	Amended Encumber YTD	Transfers Reimbrsd YTD	Modified Canceled Pd/Chrgd YTD	Balance YTD %Used Unexpended	Trans Amount	Trans Balance	User
01-900-001-8300	OFFICE EXPENSES									
01/20/21 PO 20000089	34 Paid Ck 14203 PAPER	1,000.00	1,000.00-	0.00	0.00	0.00	En 01/02/20 BS	167.94-*	4,186.18	MARION
01/20/21 PO 20000089	35 Paid Ck 14203 HAND SOAP	0.00	11,883.50	1,085.00	0.00	0.00	En 01/02/20 BS	29.98-*	4,186.18	MARION
01/20/21 PO 20000158	9 Paid Ck 14170 OFFICE CLEANING - DECEMBER	0.00	0.00		0.00	12,968.50	En 02/26/20 BS	369.14-*	4,186.18	MARION
01-900-001-8401	COMPUTER MAINTENANCE									
	1,000.00						12,968.50-	0		
	0.00						11,883.50-			
01-900-001-8402	COMPUTER SUPPLIES									
	0.00						1,514.23-	0		
	0.00						1,514.23-			
						1,514.23				
01-900-001-8500	INSURANCE									
	0.00		210,000.00	0.00	17,700.00	227,700.00	46.00	100		
	0.00		227,654.00	0.00	0.00	0.00	46.00			
			0.00		0.00	227,654.00				
01-900-001-8603	EDUCATION, TRAVEL, ENTERTAINMENT									
	182.00		182.00-	0.00	0.00	0.00	2,183.00-	0		
	0.00		1,993.00	190.00	0.00	0.00	1,993.00-			
			0.00		0.00	2,183.00				
01-900-001-8604	ADVERTISING-MEETINGS & BIDS									
	0.00		0.00	0.00	0.00	0.00	1,791.77-	0		
	0.00		1,791.77	0.00	0.00	0.00	1,791.77-			
			0.00		0.00	1,791.77				
01-900-001-8605	MISCELLANEOUS									
	0.00		20,000.00	0.00	0.00	20,000.00	6,446.74	68		
	0.00		12,928.26	625.00	0.00	0.00	7,071.74			
			1,004.84		0.00	13,553.26				
Begin Balance: 12/17/20										
12/18/20 PO 20000464	1 Paid Ck 14069 PETTY CASH - LUNCH DISPOSAL			PETTY005 PETTY CASH			En 12/18/20	106.10-	7,086.52	MARION
12/30/20 PO 20000164	13 Paid Ck 14077 MEETING CONFERENCE CALL IN			INTRAD005 INTRADO ENTERPRISE COLLABORATI			En 02/03/20 BS	134.67-*	7,086.52	MARION
12/31/20 Expenditure	WIRE FEE			Reference 1693 2				30.00-	7,056.52	MARION
01/04/21 PO 20000164	14 Paid Ck 14090 MEETING CONFERENCE CALL IN			INTRAD005 INTRADO ENTERPRISE COLLABORATI			En 02/03/20 BS	124.29-*	7,056.52	MARION
01/20/21 PO 20000484	1 Paid Ck 14199 CHRISTMAS LUNCH REIMBURSEMENT			MARIO005 MARION K. UYEYAMA			En 12/22/20	559.78-	6,496.74	MARION
01/20/21 PO 20000485	1 Paid Ck 14201 TIP CHRISTMAS LUNCHEON			PETTY005 PETTY CASH			En 12/22/20	50.00-	6,446.74	MARION

Account No	Description	Prior Budget	Adopted	Amended	Transfers	Modified	Balance YTD	%Used	Trans Amount	Trans Balance	User
Date	Transaction Data/Comment	Payable YTD	Expended YTD	Encumber YTD	Reimbrsd YTD	Canceled	Unexpended				
			Expended Curr	Vendor/Reference	Reimbrsd Curr	pd/Chrgd YTD					
01-900-002-7401	AUTO, TRUCK-REPAIR, PARTS-COLL.	804.67	14,195.33	0.00	0.00	15,000.00	7,225.54	52			
		0.00	6,930.53	843.93	0.00	0.00	8,069.47				
			0.00		0.00	7,774.46					
01-900-002-7402	AUTO, TRUCK-GASOLINE-COLL.	1,555.20	1,555.20-	0.00	0.00	0.00	1,766.40-	0			
		0.00	1,766.40	0.00	0.00	0.00	1,766.40-				
			154.61		0.00	1,766.40					
Begin Balance: 12/17/20											
01/20/21	PO 20000117 27 Paid Ck 14164 UNLEADED FUEL - DECEMBER				RACHL005 RACHLES/MICHELE'S OIL COMPANY			BS	En 01/02/20	154.61-*	MARION
01-900-002-7405	AUTO, TRUCK-MISC.-COLL.	0.00	0.00	0.00	0.00	0.00	1,084.50-	0			
		0.00	1,084.50	0.00	0.00	0.00	1,084.50-				
			0.00		0.00	1,084.50					
Control: 002	Total	12,809.00	331,512.00	0.00	0.00	344,321.00	3,038.59	99			
		0.00	334,099.42	7,182.99	0.00	0.00	10,221.58				
			34,237.96		0.00	341,282.41					
01-900-003-0000	DISPOSAL										
01-900-003-5001	OPERATING LABOR-DISPOSAL	0.00	1,166,990.00	0.00	66,000.00-	1,100,990.00	39,947.50	96			
		0.00	1,061,042.50	0.00	0.00	0.00	39,947.50				
			92,427.90		0.00	1,061,042.50					
Begin Balance: 12/17/20											
12/17/20	Expenditure				Reference 1666	3	38,838.60-			198,375.40	MARION
12/29/20	Transfer From Acct				Reference 17	1	66,000.00-			159,536.80	MARION
12/30/20	Expenditure				Reference 1667	3	12,692.71-			93,536.80	MARION
12/31/20	Expenditure				Reference 1668	3	40,896.59-			80,844.09	MARION
										39,947.50	MARION
01-900-003-7101	REPAIRS AND SUPPLIES-DISPOSAL	35,117.78	150,296.22	0.00	0.00	185,414.00	5,928.47	97			
		0.00	136,865.93	42,619.60	0.00	0.00	48,548.07				
			5,498.16		0.00	179,485.53					
Begin Balance: 12/17/20											
12/17/20	PO 20000459 1 Paid Ck 14063 WORKBOOTS REIMBURSEMENT				AMBER005 AMBER BURKE			En 11/19/20	160.00-*	3,853.29-	MARION

Account No	Description	Prior Budget Payable YTD	Adopted Expended YTD Expended Curr	Amended Encumber YTD	Transfers Reimbrsd YTD Reimbrsd Curr Vendor/Reference	Modified Canceled pd/Chrgd YTD	Balance YTD %Used Unexpended	Trans Amount	Trans Balance	User
01-900-003-7101	REPAIRS AND SUPPLIES-DISPOSAL			Continued						
12/18/20 PO 20000463	1 Paid Ck 14066	JOE NUNEZ BOOT REIMBURSEMENT	JOSE0010 JOSEPH NUNEZ				En 12/15/20	250.00-*	3,853.29-	MARION
12/29/20 PO 20000134	1 Chg Amt	2020 BLANKET	PILOT005 PILOT ELECTRIC CO. INC.				En 01/02/20 BS	9,781.76	5,928.47	MARION
01/05/21 PO 20000430	1 Void Ck 13990	THICKNER BUILDING PIPING	RARIT005 RARITAN GROUP INC					1,304.20 **	5,928.47	MARION
01/05/21 PO 20000430	1 Paid Ck 14086	THICKNER BUILDING PIPING	RARIT005 RARITAN GROUP INC					1,304.20-*	5,928.47	MARION
01/05/21 PO 20000430	2 Void Ck 13990	THICKNER BUILDING PIPING	RARIT005 RARITAN GROUP INC				En 10/01/20	2,438.33 **	5,928.47	MARION
01/05/21 PO 20000430	2 Paid Ck 14086	THICKNER BUILDING PIPING	RARIT005 RARITAN GROUP INC					2,438.33-*	5,928.47	MARION
01/05/21 PO 20000479	1 Paid Ck 14081	MECHANICAL SOFTWARE RENEWAL	FIX0005 FIIX				En 10/01/20	2,438.33-*	5,928.47	MARION
01/20/21 PO 20000009	73 Paid Ck 14147	WORK BOOTS & JACKETS	GRAIN005 GRAINGER INC.				En 11/02/20	1,270.80-*	5,928.47	MARION
01/20/21 PO 20000009	74 Paid Ck 14147	CLOTH RAGS- VARIOUS SIZES	GRAIN005 GRAINGER INC.				En 01/02/20 BS	423.95-*	5,928.47	MARION
01/20/21 PO 20000103	48 Paid Ck 14135	PAINT	AUTOP005 AUTO PARTS CTR INC				En 01/02/20 BS	640.63-*	5,928.47	MARION
01/20/21 PO 20000103	49 Paid Ck 14135	ANVIL LOPPER, CERAMIC ENGINE	AUTOP005 AUTO PARTS CTR INC				En 01/02/20 BS	55.54-*	5,928.47	MARION
01/20/21 PO 20000103	50 Paid Ck 14135	OIL FILTER, OIL	AUTOP005 AUTO PARTS CTR INC				En 01/02/20 BS	55.37-*	5,928.47	MARION
01/20/21 PO 20000103	51 Paid Ck 14135	OIL CREDIT	AUTOP005 AUTO PARTS CTR INC				En 01/02/20 BS	55.26-*	5,928.47	MARION
01/20/21 PO 20000103	52 Paid Ck 14135	OIL	AUTOP005 AUTO PARTS CTR INC				En 01/02/20 BS	3.19 *	5,928.47	MARION
01/20/21 PO 20000103	53 Paid Ck 14135	STARTER FLUID, CARB. CLEANER	AUTOP005 AUTO PARTS CTR INC				En 01/02/20 BS	7.98-*	5,928.47	MARION
01/20/21 PO 20000103	54 Paid Ck 14135	GASKET	AUTOP005 AUTO PARTS CTR INC				En 01/02/20 BS	11.27-*	5,928.47	MARION
01/20/21 PO 20000103	55 Paid Ck 14135	SPARK PLUGS	AUTOP005 AUTO PARTS CTR INC				En 01/02/20 BS	1.29-*	5,928.47	MARION
01/20/21 PO 20000104	13 Paid Ck 14137	TRASH REMOVAL - JANUARY	DELIS005 DELISA DEMOLITION & DISPOSAL				En 01/02/20 BS	2.99-*	5,928.47	MARION
01/20/21 PO 20000110	14 Paid Ck 14167	TANK RENTALS - DECEMBER	SEABO005 SEABOARD WELDING INC				En 01/02/20 BS	179.22-*	5,928.47	MARION
01/20/21 PO 20000123	51 Paid Ck 14173	UNIFORM RENTALS - DECEMBER	UNIFI005 UNIFIRST CORPORATION				En 01/02/20 BS	70.75-*	5,928.47	MARION
01/20/21 PO 20000123	52 Paid Ck 14173	UNIFORM RENTALS - DECEMBER	UNIFI005 UNIFIRST CORPORATION				En 01/02/20 BS	317.02-*	5,928.47	MARION
01/20/21 PO 20000123	53 Paid Ck 14173	UNIFORM RENTALS - DECEMBER	UNIFI005 UNIFIRST CORPORATION				En 01/02/20 BS	325.24-*	5,928.47	MARION
01/20/21 PO 20000123	54 Paid Ck 14173	UNIFORM RENTALS - DECEMBER	UNIFI005 UNIFIRST CORPORATION				En 01/02/20 BS	317.02-*	5,928.47	MARION
01/20/21 PO 20000128	5 Paid Ck 14196	CERT. OF BACKFLOW DEVICES QTR4	HUGHE005 HUGHES ENVIRONMENTAL SERVICES				En 01/02/20 BS	317.02-*	5,928.47	MARION
01/20/21 PO 20000128	6 Paid Ck 14196	PERMIT RENEWAL APPLICATION	HUGHE005 HUGHES ENVIRONMENTAL SERVICES				En 01/02/20 BS	1,000.00-*	5,928.47	MARION
								200.00-*	5,928.47	MARION
01-900-003-7102	REPAIRS & SUPPLIES - LAB									
	12,849.58	12,849.58-	0.00	0.00	0.00		32,517.10-	0		
	0.00	21,129.75	11,387.35	0.00	0.00		21,129.75-			
		1,742.72		0.00	32,517.10					
Begin Balance: 12/17/20										
01/20/21 PO 20000001	5 Paid Ck 14141	LAB SUPPLIES - DECEMBER	ENVIR005 ENVIRONMENTAL RESOURCE ASSOC.				En 01/02/20 BS	277.72-*	32,517.10-	MARION
01/20/21 PO 20000010	12 Paid Ck 14145	LAB ANALYSIS - NOVEMBER	GARDE005 GARDEN STATE LABS INC				En 01/02/20 BS	485.00-*	32,517.10-	MARION
01/20/21 PO 20000010	13 Paid Ck 14145	LAB ANALYSIS - DECEMBER	GARDE005 GARDEN STATE LABS INC				En 01/02/20 BS	540.00-*	32,517.10-	MARION
01/20/21 PO 20000011	13 Paid Ck 14198	DEC - LAB ANALYSIS	LYONS005 LYONS ENVIRONMENTAL SERVICES				En 01/02/20 BS	440.00-*	32,517.10-	MARION

Account No	Description	Prior Budget Payable YTD	Adopted Expended YTD	Amended Encumber YTD	Transfers Reimbrsd YTD	Modified Canceled YTD	Balance YTD %Used	Trans Amount	Trans Balance	User
Date	Transaction Data/Comment	Expended Curr	Vendor/Reference				Unexpended			
01-900-003-7300	GRIT REMOVAL	0.00	26,000.00	0.00	0.00	26,000.00	1,400.00 95			
		0.00	24,600.00	0.00	0.00	0.00	1,400.00			
		1,685.00			0.00	24,600.00				
Begin Balance: 12/17/20										
01/20/21	PO 20000201 20 Paid Ck 14165	GRIT REMOVAL - DECEMBER	RUSSE005 RUSSELL REID				En 03/12/20 BS	1,685.00-*	1,400.00	MARTON
01-900-003-7301	SLUDGE REMOVAL EXPENSES	3,656.50	348,743.50	0.00	115,000.00	467,400.00	20,654.25- 104			
		0.00	470,777.35	17,276.90	0.00	0.00	3,377.35-			
			39,676.00		0.00	488,054.25				
Begin Balance: 12/17/20										
12/29/20	Transfer To Acct				Reference 17 2			115,000.00	135,654.25-	
01/20/21	PO 20000136 13 Paid Ck 14205	SLUDGE REMOVAL - NOVEMBER	SPECT005 SPECTRASERV INC				En 01/02/20 BS	39,676.00-*	20,654.25-	MARTON
01-900-003-7302	NJ-PERMIT & REGISTRATION FEES	0.00	70,000.00	0.00	0.00	70,000.00	26,624.15 62			
		0.00	43,375.85	0.00	0.00	0.00	26,624.15			
			0.00		0.00	43,375.85				
Begin Balance: 12/17/20										
01/20/21	PO 20000136 13 Paid Ck 14205	SLUDGE REMOVAL - NOVEMBER	SPECT005 SPECTRASERV INC				En 01/02/20 BS	39,676.00-*	20,654.25-	MARTON
01-900-003-7401	AUTO, TRUCK-REPAIR/PARTS-DISP.	1,010.31	13,989.69	0.00	0.00	15,000.00	11,869.36 21			
		0.00	2,921.39	209.25	0.00	0.00	12,078.61			
			0.00		0.00	3,130.64				
Begin Balance: 12/17/20										
01/20/21	PO 20000117 26 Paid Ck 14164	UNLEADED FUEL - DECEMBER	RACHL005 RACHLES/MICHELE'S OIL COMPANY				En 01/02/20 BS	309.22-*	5,875.94-	MARTON
01-900-003-7402	AUTO, TRUCK-GASOLINE-DISP.	2,109.45	2,109.45-	0.00	0.00	0.00	5,875.94-			
		0.00	3,857.09	2,018.85	0.00	0.00	3,857.09-			
			309.22		0.00	5,875.94				
Begin Balance: 12/17/20										
01/20/21	PO 20000117 26 Paid Ck 14164	UNLEADED FUEL - DECEMBER	RACHL005 RACHLES/MICHELE'S OIL COMPANY				En 01/02/20 BS	309.22-*	5,875.94-	MARTON
01-900-003-7405	AUTO, TRUCK-MISC.-DISP.	0.00	0.00	0.00	0.00	0.00	358.50-			
		0.00	358.50	0.00	0.00	0.00	358.50-			
			0.00		0.00	358.50				

Account No	Description Prior Budget Payable YTD	Adopted Expended YTD Expended Curr	Amended Encumber YTD	Transfers Reimbrsd YTD Reimbrsd Curr Vendor/Reference	Modified Canceled Pd/Chrgd YTD	Balance YTD %Used unexpended	Trans Amount	Trans Balance	User
01-900-003-7501	CHEMICALS								
		0.00	265,161.00	0.00	6,000.00	271,161.00			
		0.00	526.00	0.00	0.00	270,635.00			
		0.00	0.00		526.00				
Begin Balance: 12/17/20				Reference	17	3	6,000.00	264,635.00	MARION
12/29/20 Transfer To Acct								270,635.00	MARION
01-900-003-7503	CHEMICALS-POLYMER								
	78.80	78.80-	0.00	0.00	0.00	0.00			
	0.00	70,576.80	0.00	0.00	0.00	70,576.80-			
		2,714.00		0.00	70,576.80				
Begin Balance: 12/17/20								70,576.80-	
01/20/21 PO 20000008	13 Paid Ck 14162	WET & DRY POLYMER - DECEMBER	POLYD005	POLYDYNE INC.		En 01/02/20 BS	2,714.00--	70,576.80-	MARION
01-900-003-7504	CHEMICALS-SODIUM HYPOCHLORITE								
	5,444.80	5,444.80-	0.00	0.00	0.00	0.00			
	0.00	70,897.92	1,427.47	0.00	0.00	70,897.92-			
		3,330.00		0.00	72,325.39				
Begin Balance: 12/17/20								72,325.39-	
01/19/21 PO 20000004	35 Void Ck 14001	SODIUM HYPOCHLORITE - OCT	UNIVA005	UNIVAR SOLUTIONS		BS	1,670.55	72,325.39-	MARION
01/19/21 PO 20000004	36 Void Ck 14001	SODIUM HYPOCHLORITE - OCT	UNIVA005	UNIVAR SOLUTIONS		BS	1,709.40	72,325.39-	MARION
01/19/21 PO 20000004	37 Void Ck 14001	SODIUM HYPOCHLORITE - OCT	UNIVA005	UNIVAR SOLUTIONS		BS	2,364.30	72,325.39-	MARION
01/19/21 PO 20000004	38 Void Ck 14001	SODIUM HYPOCHLORITE - OCT	UNIVA005	UNIVAR SOLUTIONS		BS	1,343.10	72,325.39-	MARION
01/19/21 PO 20000004	39 Void Ck 14001	SODIUM HYPOCHLORITE - OCT	UNIVA005	UNIVAR SOLUTIONS		BS	1,603.95	72,325.39-	MARION
01/19/21 PO 20000004	40 Void Ck 14051	SODIUM HYPOCHLORITE - NOV	UNIVA005	UNIVAR SOLUTIONS		BS	1,381.95	72,325.39-	MARION
01/19/21 PO 20000004	41 Void Ck 14051	SODIUM HYPOCHLORITE - NOV	UNIVA005	UNIVAR SOLUTIONS		BS	2,171.16	72,325.39-	MARION
01/19/21 PO 20000004	42 Void Ck 14051	SODIUM HYPOCHLORITE - NOV	UNIVA005	UNIVAR SOLUTIONS		BS	967.92	72,325.39-	MARION
01/19/21 PO 20000004	43 Void Ck 14051	SODIUM HYPOCHLORITE - NOV	UNIVA005	UNIVAR SOLUTIONS		BS	721.50	72,325.39-	MARION
01/20/21 PO 20000004	35 Paid Ck 14202	SODIUM HYPOCHLORITE - OCT	UNIVA005	UNIVAR SOLUTIONS		En 01/02/20 BS	1,670.55--	72,325.39-	MARION
01/20/21 PO 20000004	36 Paid Ck 14202	SODIUM HYPOCHLORITE - OCT	UNIVA005	UNIVAR SOLUTIONS		En 01/02/20 BS	1,709.40--	72,325.39-	MARION
01/20/21 PO 20000004	37 Paid Ck 14202	SODIUM HYPOCHLORITE - OCT	UNIVA005	UNIVAR SOLUTIONS		En 01/02/20 BS	2,364.30--	72,325.39-	MARION
01/20/21 PO 20000004	38 Paid Ck 14202	SODIUM HYPOCHLORITE - OCT	UNIVA005	UNIVAR SOLUTIONS		En 01/02/20 BS	1,343.10--	72,325.39-	MARION
01/20/21 PO 20000004	39 Paid Ck 14202	SODIUM HYPOCHLORITE - OCT	UNIVA005	UNIVAR SOLUTIONS		En 01/02/20 BS	1,603.95--	72,325.39-	MARION
01/20/21 PO 20000004	40 Paid Ck 14202	SODIUM HYPOCHLORITE - NOV	UNIVA005	UNIVAR SOLUTIONS		En 01/02/20 BS	1,381.95--	72,325.39-	MARION
01/20/21 PO 20000004	41 Paid Ck 14202	SODIUM HYPOCHLORITE - NOV	UNIVA005	UNIVAR SOLUTIONS		En 01/02/20 BS	2,171.16--	72,325.39-	MARION
01/20/21 PO 20000004	42 Paid Ck 14202	SODIUM HYPOCHLORITE - NOV	UNIVA005	UNIVAR SOLUTIONS		En 01/02/20 BS	967.92--	72,325.39-	MARION

Account No	Description	Prior Budget Payable YTD	Adopted Expended YTD	Amended Encumber YTD	Transfers Reimbrsd YTD	Modified Canceled Pd/Chrgd YTD	Balance YTD %Used Unexpended	Trans Amount	Trans Balance	User
01-900-003-7504	CHEMICALS-SODIUM HYPOCHLORITE									
01/20/21 PO 20000004	43 Paid Ck 14202				UNIVA005 UNIVAR SOLUTIONS		En 01/02/20 BS	721.50-*	72,325.39-	MARION
01/20/21 PO 20000004	44 Paid Ck 14174				UNIVA005 UNIVAR SOLUTIONS		En 01/02/20 BS	1,554.00-*	72,325.39-	MARION
01/20/21 PO 20000004	45 Paid Ck 14174				UNIVA005 UNIVAR SOLUTIONS		En 01/02/20 BS	1,776.00-*	72,325.39-	MARION
01-900-003-7505	CHEMICALS-OTHER									
		0.00	0.00	0.00	0.00	0.00	938.00-	0		
		0.00	938.00	0.00	0.00	0.00	938.00-			
			0.00		0.00	938.00				
01-900-003-7506	CHEMICALS-MAGNESIUM HYDROXIDE									
	8,468.84		8,468.84-	0.00	0.00	0.00	90,000.00-	0		
	0.00		78,246.52	11,753.48	0.00	0.00	78,246.52-			
			6,523.26		0.00	90,000.00			90,000.00-	
Begin Balance: 12/17/20										
01/20/21 PO 20000002	13 Paid Ck 14163				PREMI005 PREMIER MAGNESIA LLC		En 01/02/20 BS	6,523.26-*	90,000.00-	MARION
01-900-003-7507	CHEMICAL-ALUMINUM HYDROXIDE									
	19,310.30		19,310.30-	0.00	0.00	0.00	41,562.10-	0		
	0.00		41,562.10	0.00	0.00	0.00	41,562.10-			
			7,366.80		0.00	41,562.10			41,562.10-	
Begin Balance: 12/17/20										
01/20/21 PO 20000007	21 Paid Ck 14156				MAINP005 MAIN POOL & CHEMICAL COMPANY I		En 01/02/20 BS	396.00-*	41,562.10-	MARION
01/20/21 PO 20000007	22 Paid Ck 14156				MAINP005 MAIN POOL & CHEMICAL COMPANY I		En 01/02/20 BS	1,727.00-*	41,562.10-	MARION
01/20/21 PO 20000007	23 Paid Ck 14156				MAINP005 MAIN POOL & CHEMICAL COMPANY I		En 01/02/20 BS	1,884.00-*	41,562.10-	MARION
01/20/21 PO 20000007	24 Paid Ck 14156				MAINP005 MAIN POOL & CHEMICAL COMPANY I		En 01/02/20 BS	2,449.20-*	41,562.10-	MARION
01/20/21 PO 20000007	25 Paid Ck 14156				MAINP005 MAIN POOL & CHEMICAL COMPANY I		En 01/02/20 BS	910.60-*	41,562.10-	MARION
01-900-003-7602	HEAT-GAS									
	14,698.49		55,301.51	0.00	16,000.00-	54,000.00	2,066.28	96		
	0.00		50,888.44	1,045.28	0.00	0.00	3,111.56			
			8,354.72		0.00	51,933.72				
Begin Balance: 12/17/20										
12/29/20 Transfer From Acct					Reference	17	4		18,066.28	MARION
01/05/21 PO 20000094	93 Paid Ck 14084				NJNAT005 NJ NATURAL GAS CO.		En 01/02/20 BS	6,623.36-*	2,066.28	MARION
01/05/21 PO 20000094	94 Paid Ck 14084				NJNAT005 NJ NATURAL GAS CO.		En 01/02/20 BS	34.00-*	2,066.28	MARION
01/05/21 PO 20000094	95 Paid Ck 14084				NJNAT005 NJ NATURAL GAS CO.		En 01/02/20 BS	1,697.36-*	2,066.28	MARION

Account No	Description	Prior Budget Payable YTD	Adopted Expended YTD	Amended Encumber YTD	Transfers Reimbursed YTD	Modified Canceled Pd/Chrgd YTD	Balance YTD %Used Unexpended	Trans Amount	Trans Balance	User
01-900-003-7701	ELECTRIC-DISPOSAL									
	58,719.21	221,280.79	0.00	0.00	39,000.00-	241,000.00	14,333.52 94			
	0.00	224,444.24	2,222.24	0.00	0.00	0.00	16,555.76			
	16,628.55				0.00	226,666.48				
Begin Balance: 12/17/20										
12/29/20 Transfer From Acct										
01/20/21 PO 20000142	87 Paid Ck 14153	150 JOLINE AVE 12/1-12/30			Reference 17 5			39,000.00-	53,333.52	MARION
					JCPLC005 J.C.P.& L CO.		En 01/01/20 BS	16,628.55-	14,333.52	MARION
01-900-003-7801	WATER - PLANT - JOLINE AVENUE									
	8,084.73	6,915.27	0.00	0.00	0.00	15,000.00	1,364.69- 109			
	0.00	14,518.49	1,846.20	0.00	0.00	0.00	481.51			
		1,538.29			0.00	16,364.69				
Begin Balance: 12/17/20										
01/05/21 PO 20000061	78 Paid Ck 14083	150 JOLINE AVE			NJAME005 N.J.-AMERICAN WATER CO.		En 01/15/20 BS	1,111.82-	1,364.69-	MARION
01/05/21 PO 20000061	79 Paid Ck 14083	150 JOLINE AVE			NJAME005 N.J.-AMERICAN WATER CO.		En 01/15/20 BS	250.23-	1,364.69-	MARION
01/05/21 PO 20000061	80 Paid Ck 14083	MUNI GARAGE			NJAME005 N.J.-AMERICAN WATER CO.		En 01/15/20 BS	176.24-	1,364.69-	MARION
01-900-003-7901	TELEPHONE-DISPOSAL									
	666.99	5,333.01	0.00	0.00	0.00	6,000.00	524.86 91			
	0.00	4,303.16	1,171.98	0.00	0.00	0.00	1,696.84			
		712.81			0.00	5,475.14				
Begin Balance: 12/17/20										
01/05/21 PO 20000095	23 Paid Ck 14080	TELEPHONE & INTERNET			COMCA005 COMCAST		En 01/02/20 BS	233.23-	524.86	MARION
01/05/21 PO 20000095	25 Paid Ck 14080	TELEPHONE & INTERNET			COMCA005 COMCAST		En 01/02/20 BS	233.23-	524.86	MARION
01/05/21 PO 20000098	24 Paid Ck 14085	TELEPHONE			VERIZ005 VERIZON WIRELESS		En 01/02/20 BS	120.00-	524.86	MARION
01/05/21 PO 20000098	26 Paid Ck 14085	TELEPHONE			VERIZ005 VERIZON WIRELESS		En 01/02/20 BS	126.35-	524.86	MARION
Control: 003										
	Total	170,215.78	2,281,749.22	0.00	0.00	2,451,965.00	37,156.37 98			
		0.00	2,321,830.03	92,978.60	0.00	0.00	130,134.97			
			188,507.43		0.00	2,414,808.63				
01-900-004-0000	PUMP STATIONS									
01-900-004-7101	REPAIRS AND SUPPLIES-PUMPING									
	4,331.82	25,668.18	0.00	0.00	0.00	30,000.00	23,554.09 21			
	0.00	3,004.69	3,441.22	0.00	0.00	0.00	26,995.31			
		193.53			0.00	6,445.91				

Account No	Description	Prior Budget payable YTD	Adopted Expended YTD	Amended Encumber YTD	Transfers Reimbrsd YTD	Modified Canceled Pd/Chrgd YTD	Balance YTD %Used Unexpended	Trans Amount	Trans Balance	User
01-900-004-7101	REPAIRS AND SUPPLIES-PUMPING									
	Begin Balance: 12/17/20									
01/05/21	PO 20000094 96 Paid Ck 14084 LINCOLN GARDENS PS						En 01/02/20 BS	47.53-*	23,554.09	MARION
01/05/21	PO 20000094 97 Paid Ck 14084 HOEY & OVERLOOK PS						En 01/02/20 BS	38.00-*	23,554.09	MARION
01/05/21	PO 20000094 98 Paid Ck 14084 MC CLELLAN ST PS						En 01/02/20 BS	34.00-*	23,554.09	MARION
01/05/21	PO 20000094 99 Paid Ck 14084 MONMOUTH PL PS						En 01/02/20 BS	40.00-*	23,554.09	MARION
01/05/21	PO 20000094 100 Paid Ck 14084 WILLOW AVE PS						En 01/02/20 BS	34.00-*	23,554.09	MARION
01-900-004-7701	ELECTRIC-PUMP STATIONS									
	2,700.58	19,799.42	0.00	0.00	0.00	22,500.00	747.61- 103			
	0.00	23,247.61	0.00	0.00	0.00	0.00	747.61-			
		5,120.80			0.00	23,247.61				
	Begin Balance: 12/17/20									
12/31/20	PO 20000142 85 Deleted JOLINE AVE PS 10/1-11/1 ADJ				JCPCLC005 J.C.P.& L CO.		En 01/02/20 BS	2,072.94-*	747.61-	MARION
01/05/21	PO 20000142 79 Paid Ck 14082 EXCHANGE PL 10/30-11/30				JCPCLC005 J.C.P.& L CO.		En 01/01/20 BS	52.12-*	747.61-	MARION
01/05/21	PO 20000142 80 Paid Ck 14082 MONMOUTH PL 10/28-11/25				JCPCLC005 J.C.P.& L CO.		En 01/01/20 BS	37.32-*	747.61-	MARION
01/05/21	PO 20000142 81 Paid Ck 14082 HOEY & OVERLOOK 10/28-11/24				JCPCLC005 J.C.P.& L CO.		En 01/01/20 BS	37.32-*	747.61-	MARION
01/05/21	PO 20000142 82 Paid Ck 14082 LINCOLN AVE PS 10/27-11/24				JCPCLC005 J.C.P.& L CO.		En 01/01/20 BS	173.85-*	747.61-	MARION
01/05/21	PO 20000142 83 Paid Ck 14082 MCCLELLAN ST PS 11/1-12/1				JCPCLC005 J.C.P.& L CO.		En 01/01/20 BS	51.04-*	747.61-	MARION
01/05/21	PO 20000142 84 Paid Ck 14082 JOLINE AVE PS				JCPCLC005 J.C.P.& L CO.		En 01/01/20 BS	0.00	747.61-	MARION
01/05/21	PO 20000142 86 Paid Ck 14082 JOLINE AVE PS 10/1-11/1				JCPCLC005 J.C.P.& L CO.		En 01/01/20 BS	1,707.75-*	747.61-	MARION
01/20/21	PO 20000142 88 Paid Ck 14197 EXCHANGE PL. 12/1-12/30				JCPCLC005 J.C.P.& L CO.		En 01/02/20 BS	17.13-*	747.61-	MARION
01/20/21	PO 20000142 89 Paid Ck 14197 MONMOUTH PL. 11/26-12/28				JCPCLC005 J.C.P.& L CO.		En 01/02/20 BS	57.25-*	747.61-	MARION
01/20/21	PO 20000142 90 Paid Ck 14197 HOEY & OVERLOOK 11/25-12-23				JCPCLC005 J.C.P.& L CO.		En 01/02/20 BS	771.32-*	747.61-	MARION
01/20/21	PO 20000142 91 Paid Ck 14197 LINCOLN & OCEAN 11/25-12/23				JCPCLC005 J.C.P.& L CO.		En 01/02/20 BS	267.00-*	747.61-	MARION
01/20/21	PO 20000142 92 Paid Ck 14197 MCCLELLAN ST 12/2-12/31				JCPCLC005 J.C.P.& L CO.		En 01/02/20 BS	197.32-*	747.61-	MARION
01/20/21	PO 20000142 93 Paid Ck 14197 JOLINE AVE 12/2-12/30				JCPCLC005 J.C.P.& L CO.		En 01/02/20 BS	1,751.38-*	747.61-	MARION
Control: 004	Total	7,032.40	45,467.60	0.00	0.00	52,500.00	22,806.48 57			
		0.00	26,252.30	3,441.22	0.00	0.00	26,247.70			
			5,314.33		0.00	29,693.52				

Account No	Description	Prior Budget Payable YTD	Adopted Expended YTD	Amended Encumber YTD	Transfers Reimbrsd YTD	Modified Canceled Pd/Chrgd YTD	Balance YTD %Used Unexpended	Trans Amount	Trans Balance	User
01-900-004-7801	WATER									
01-900-004-7802	WATER- PUMP STATIONS	67.58	1,432.42	0.00	0.00	1,500.00	32.27 98			
		0.00	1,319.17	148.56	0.00	0.00	180.83			
			85.54		0.00	1,467.73				
Begin Balance: 12/17/20										
01/05/21 PO 20000061	81 Paid Ck 14083 LINCOLN GARDENS							15.56--*	32.27	MARION
01/05/21 PO 20000061	82 Paid Ck 14083 OCEAN AVE PS							15.56--*	32.27	MARION
01/05/21 PO 20000061	83 Paid Ck 14083 OVERLOOK AVE PS							15.56--*	32.27	MARION
01/05/21 PO 20000061	84 Paid Ck 14083 WILLOW AVE PS							38.86--*	32.27	MARION
Control: 004	Total	67.58	1,432.42	0.00	0.00	1,500.00	32.27 98			
		0.00	1,319.17	148.56	0.00	0.00	180.83			
			85.54		0.00	1,467.73				
01-900-005-0000	CAPITAL									
01-900-005-9008	DIGESTER CLEANING/COVERS									
		0.00	35,000.00	0.00	0.00	35,000.00	0.00 100			
		0.00	35,000.00	0.00	0.00	0.00	0.00			
			35,000.00		0.00	35,000.00			35,000.00	
Begin Balance: 12/17/20										
12/29/20 Expenditure	budget 2020			Reference	1661	1		35,000.00--	0.00	MARION
01-900-005-9009	JET VAC TRUCK									
		0.00	30,000.00	0.00	0.00	30,000.00	0.00 100			
		0.00	30,000.00	0.00	0.00	0.00	0.00			
			30,000.00		0.00	30,000.00			30,000.00	
Begin Balance: 12/17/20										
12/29/20 Expenditure	budget 2020			Reference	1661	2		30,000.00--	0.00	MARION
Control: 005	Total	0.00	65,000.00	0.00	0.00	65,000.00	0.00 100			
		0.00	65,000.00	0.00	0.00	0.00	0.00			
			65,000.00		0.00	65,000.00				

Account No	Description	Adopted	Amended	Transfers	Modified	Balance YTD	%Used
Date	Transaction Data/Comment	Expended YTD	Encumber YTD	Reimbrsd YTD	Canceled	unexpended	
		Expended Curr	Vendor/Reference	Reimbrsd Curr	Pd/Chrgd YTD		
Fund: 01	Budgeted Total						
	246,017.19	7,118,982.81	0.00	0.00	7,365,000.00	319,912.11	96
	0.00	6,916,469.66	128,618.23	0.00	0.00	448,530.34	
		357,381.29		0.00	7,045,087.89		
Fund: 01	Non-Budgeted Total						
	0.00	0.00	0.00	0.00	0.00	0.00	0
	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00		0.00	0.00		
Fund: 01	Total						
	246,017.19	7,118,982.81	0.00	0.00	7,365,000.00	319,912.11	96
	0.00	6,916,469.66	128,618.23	0.00	0.00	448,530.34	
		357,381.29		0.00	7,045,087.89		
Final Budgeted							
	246,017.19	7,118,982.81	0.00	0.00	7,365,000.00	319,912.11	96
	0.00	6,916,469.66	128,618.23	0.00	0.00	448,530.34	
		357,381.29		0.00	7,045,087.89		
Final Non-Budgeted							
	0.00	0.00	0.00	0.00	0.00	0.00	0
	0.00	0.00	0.00	0.00	0.00	0.00	
		0.00		0.00	0.00		
Final Total							
	246,017.19	7,118,982.81	0.00	0.00	7,365,000.00	319,912.11	96
	0.00	6,916,469.66	128,618.23	0.00	0.00	448,530.34	
		357,381.29		0.00	7,045,087.89		

Range of Accounts: 01-900-001-0000 to 01-900-005-9013									
Current Period: 01/01/21 to 01/20/21									
Include Cap Accounts: Yes									
Skip Zero Activity: Yes									
Note: Transaction Beginning Balance includes all Adds/Changes occurring on or prior to the As of Date									
* Transaction is included in previous and/or Begin Balance									
** Transaction is not included in Balance									
En = PO Line Item First Encumbrance Date									
BC = Blanket Control									
BS = Blanket Sub									
Account No	Description	Prior Budget Payable YTD	Adopted Expended YTD	Amended Encumber YTD	Transfers Reimbrsd YTD	Modified Canceled YTD	Balance YTD %Used Unexpended	Trans Amount	Trans Balance User
01-900-001-0000	ADMINISTRATION								
01-900-001-5002	OFFICE SALARIES	0.00	446,850.00	0.00	0.00	446,850.00	428,575.54	4	
		0.00	18,274.46	0.00	0.00	0.00	428,575.54		
			18,274.46		0.00	18,274.46			
Begin Balance: 01/01/21									
01/08/21 Expenditure				Reference	1690	6		1,614.90-	446,850.00
01/08/21 Expenditure	SAFETY BONUS DAY			Reference	1708	1		1,614.90-	445,235.10 MARION
01/08/21 Expenditure	CORRECTION DOUBLE POSTING			Reference	1709	1		1,614.90	443,620.20 MARION
01/14/21 Expenditure				Reference	1707	1		16,659.56-	445,235.10 MARION
									428,575.54 MARION
01-900-001-5003 OFFICERS' COMPENSATION									
		0.00	12,500.00	0.00	0.00	12,500.00	11,458.35	8	
		0.00	1,041.65	0.00	0.00	0.00	11,458.35		
			1,041.65		0.00	1,041.65			
Begin Balance: 01/01/21									
01/14/21 Expenditure				Reference	1707	2		1,041.65-	12,500.00
01-900-001-6500 DEBT SERVICE EXPENSE-PRINCIPAL									
		0.00	1,077,285.00	0.00	0.00	1,077,285.00	1,077,285.00	0	
		0.00	0.00	0.00	0.00	0.00	1,077,285.00		
			0.00		0.00	0.00			
01-900-001-6510 DEBT SERVICE EXPENSE-INTEREST									
		0.00	456,300.00	0.00	0.00	456,300.00	456,300.00	0	
		0.00	0.00	0.00	0.00	0.00	456,300.00		
			0.00		0.00	0.00			
01-900-001-7401 AUTO, TRUCK-REPAIRS, PARTS-ADMIN									
		0.00	6,000.00	0.00	0.00	6,000.00	6,000.00	0	
		0.00	0.00	0.00	0.00	0.00	6,000.00		
			0.00		0.00	0.00			

Account No	Description Prior Budget Payable YTD	Adopted Expended YTD Expended Curr	Amended Encumber YTD	Transfers Reimbrsd YTD Reimbrsd Curr Vendor/Reference	Modified Canceled Pd/Chrgd YTD	Balance YTD %Used unexpended	Trans Amount	Trans Balance	User
01-900-001-7901	TELEPHONE-OFFICE	0.00 0.00	0.00 0.00	0.00 0.00 0.00	5,500.00 0.00 0.00	5,500.00 5,500.00	0		
01-900-001-8001	TRUSTEE FEES	0.00 0.00	0.00 0.00	0.00 0.00 0.00	41,000.00 0.00 0.00	41,000.00 41,000.00	0		
01-900-001-8002	ENGINEERING	0.00 0.00	0.00 0.00	0.00 0.00 0.00	50,000.00 0.00 0.00	50,000.00 50,000.00	0		
01-900-001-8008	LEGAL	0.00 0.00	0.00 0.00	0.00 0.00 0.00	50,000.00 0.00 0.00	50,000.00 50,000.00	0		
01-900-001-8012	ACCOUNTING	0.00 0.00	0.00 0.00	0.00 0.00 0.00	45,000.00 0.00 0.00	45,000.00 45,000.00	0		
01-900-001-8013	PROFESSIONAL-OTHER	0.00 0.00	0.00 0.00	0.00 0.00 0.00	6,500.00 0.00 0.00	6,500.00 6,500.00	0		
01-900-001-8101	FRINGE BENEFITS-FICA	0.00 0.00	0.00 0.00	0.00 0.00 0.00	136,602.00 5,649.97 5,649.97	130,952.03 130,952.03	4		
Begin Balance: 01/01/21									
01/07/21 PO 21000015	3 Paid Ck 411 FICA EMPLOYER			INTER005 INTERNAL REVENUE SERVICE		En 01/07/21	682.33-	135,919.67	MARION
01/14/21 PO 21000019	3 Paid Ck 413 FICA EMPLOYER			INTER005 INTERNAL REVENUE SERVICE		En 01/13/21	4,967.64-	130,952.03	MARION
01-900-001-8102	FRINGE BENEFITS-SUI & SDI	0.00 0.00	0.00 0.00	0.00 0.00 0.00	16,000.00 1,497.56 1,497.56	14,502.44 14,502.44	9		

Account No	Description	Prior Budget Payable YTD	Adopted Expended YTD	Amended Encumber YTD	Transfers Reimbrsd YTD	Modified Canceled Pd/Chrgd YTD	Balance YTD %Used unexpended	Trans Amount	Trans Balance	User
Date Transaction Data/Comment										
01-900-001-8102	FRINGE BENEFITS-SUI & SDI									
Begin Balance: 01/01/21										
01/07/21	PO 21000014	3 Paid Ck 412	SUI/SDI EMPLOYER						16,000.00	MARION
01/07/21	PO 21000015	4 Paid Ck 411	FEDERAL UNEMPLOYMENT					120.42-	15,879.58	MARION
01/14/21	PO 21000019	4 Paid Ck 413	FEDERAL UNEMPLOYMENT					53.52-	15,826.06	MARION
01/14/21	PO 21000020	3 Paid Ck 414	NJ SUI/SDI EMPLOYER					389.63-	15,436.43	MARION
								933.99-	14,502.44	MARION
01-900-001-8103	FRINGE BENEFITS-PERS-PENSION									
		0.00	246,316.00	0.00	0.00	246,316.00	En 01/07/21			
		0.00	0.00	0.00	0.00	0.00	En 01/07/21			
			0.00		0.00	0.00	En 01/13/21			
							En 01/13/21			
01-900-001-8104	FRINGE BENEFITS-HEALTH PLAN									
		0.00	860,000.00	0.00	0.00	860,000.00	En 01/04/21 BS			
		0.00	73,962.97	567,247.34	0.00	0.00	En 01/04/21 BS			
			73,962.97		0.00	641,210.31	En 01/19/21 BS			
Begin Balance: 01/01/21										
01/04/21	PO 21000043	6 Open	HEALTH INSURANCE BALNKET						860,000.00	MARION
01/08/21	Expenditure							567,247.34-	292,752.66	MARION
01/08/21	Expenditure							2,500.00-	290,252.66	MARION
01/08/21	Expenditure							2,500.00-	287,752.66	MARION
01/08/21	Expenditure							2,500.00	290,252.66	MARION
01/14/21	Expenditure							4,425.97	294,678.63	MARION
01/15/21	PO 21000043	7 Paid Ck 167	RETIRED EMPLOYEES HEALTH				En 01/04/21 BS	14,994.03-	279,684.60	MARION
01/15/21	PO 21000043	8 Paid Ck 167	ACTIVE EMPLOYEES HEALTH				En 01/04/21 BS	36,573.91-	243,110.69	MARION
01/19/21	PO 21000043	2 Deleted	RETIRES HEALTH INSURANCE				En 01/19/21 BS	14,994.03 **	243,110.69	MARION
01/19/21	PO 21000043	3 Deleted	RETIRED EMPLOYEES HEALTH				En 01/19/21 BS	14,994.03 **	243,110.69	MARION
01/19/21	PO 21000043	5 Deleted	ACTIVE EMPLOYEES HEALTH				En 01/19/21 BS	36,573.91 **	243,110.69	MARION
01/20/21	PO 21000024	1 Paid Ck 14136	SEMI ANNUAL MEDICARE REIMBURSE				En 01/15/21	867.60-	242,243.09	MARION
01/20/21	PO 21000025	1 Paid Ck 14139	SEMI ANNUAL MEDICARE REIMBURSE				En 01/15/21	867.60-	241,375.49	MARION
01/20/21	PO 21000026	1 Paid Ck 14140	SEMI ANNUAL MEDICARE REIMBURSE				En 01/15/21	867.60-	240,507.89	MARION
01/20/21	PO 21000027	1 Paid Ck 14159	SEMI ANNUAL MEDICARE REIMBURSE				En 01/15/21	867.60-	239,640.29	MARION
01/20/21	PO 21000028	1 Paid Ck 14134	SEMI ANNUAL MEDICARE REIMBURSE				En 01/15/21	867.60-	238,772.69	MARION
01/20/21	PO 21000029	1 Paid Ck 14152	SEMI ANNUAL MEDICARE REIMBURSE				En 01/15/21	867.60-	237,905.09	MARION
01/20/21	PO 21000030	1 Paid Ck 14143	SEMI ANNUAL MEDICARE REIMBURSE				En 01/15/21	867.60-	237,037.49	MARION
01/20/21	PO 21000031	1 Paid Ck 14150	SEMI ANNUAL MEDICARE REIMBURSE				En 01/15/21	867.60-	236,169.89	MARION
01/20/21	PO 21000031	2 Paid Ck 14150	SPOUSE				En 01/15/21	867.60-	235,302.29	MARION
01/20/21	PO 21000032	1 Paid Ck 14151	SEMI ANNUAL MEDICARE REIMBURSE				En 01/15/21	867.60-	234,434.69	MARION

Account No	Description	Prior Budget Payable YTD	Adopted Expended YTD	Amended Encumber YTD	Transfers Reimbrsd YTD	Modified Canceled Pd/Chrgd YTD	Balance YTD %Used Unexpended	Trans Amount	Trans Balance	User
	Transaction Data/Comment		Expended Curr	Vendor/Reference						
01-900-001-8104	FRINGE BENEFITS-HEALTH PLAN			Continued						
01/20/21 PO 21000032	2 Paid Ck 14151			JAMES005 JAMES F. SORRENTINO			En 01/15/21	867.60-	233,567.09	MARION
01/20/21 PO 21000033	1 Paid Ck 14144			GAILK005 GAIL KANE			En 01/15/21	867.60-	232,699.49	MARION
01/20/21 PO 21000034	1 Paid Ck 14172			SUSAN005 SUSAN MARRA			En 01/15/21	867.60-	231,831.89	MARION
01/20/21 PO 21000035	1 Paid Ck 14160			NANCY005 NANCY J. FAYE			En 01/15/21	867.60-	230,964.29	MARION
01/20/21 PO 21000035	2 Paid Ck 14160			NANCY005 NANCY J. FAYE			En 01/15/21	867.60-	230,096.69	MARION
01/20/21 PO 21000036	1 Paid Ck 14175			WILL0015 WILLIAM D. STEELE			En 01/15/21	867.60-	229,229.09	MARION
01/20/21 PO 21000036	2 Paid Ck 14175			WILL0015 WILLIAM D. STEELE			En 01/15/21	867.60-	228,361.49	MARION
01/20/21 PO 21000037	1 Paid Ck 14155			LOUAN005 LOUANNE WHITE			En 01/15/21	867.60-	227,493.89	MARION
01/20/21 PO 21000038	1 Paid Ck 14148			GREGW005 GREG W. MARRA			En 01/15/21	723.00-	226,770.89	MARION
01/20/21 PO 21000039	1 Paid Ck 14154			JOSEP010 JOSEPH MARTONE			En 01/15/21	1,214.40-	225,556.49	MARION
01/20/21 PO 21000039	2 Paid Ck 14154			JOSEP010 JOSEPH MARTONE			En 01/15/21	1,214.40-	224,342.09	MARION
01/20/21 PO 21000040	1 Paid Ck 14142			FRANK005 FRANK BLATSDHELL			En 01/15/21	2,776.20-	221,565.89	MARION
01/20/21 PO 21000040	2 Paid Ck 14142			FRANK005 FRANK BLATSDHELL			En 01/15/21	2,776.20-	218,789.69	MARION
01-900-001-8105	FRINGE BENEFITS-DENTAL PLAN									
	0.00		0.00	0.00	0.00		22,620.00-	0		
	0.00		3,766.41	18,853.59	0.00		3,766.41-			
			3,766.41		0.00	22,620.00				
Begin Balance: 01/01/21										
01/04/21 PO 21000021	1 Open			DELTA005 DELTA DENTAL OF NEW JERSEY, INC			BC	18,853.59-	18,853.59-	MARION
01/20/21 PO 21000021	2 Paid Ck 14138			DELTA005 DELTA DENTAL OF NEW JERSEY, INC			En 01/04/21 BS	1,883.37-	20,736.96-	MARION
01/20/21 PO 21000021	3 Paid Ck 14138			DELTA005 DELTA DENTAL OF NEW JERSEY, INC			En 01/04/21 BS	1,883.04-	22,620.00-	MARION
01-900-001-8107	FRINGE BENEFITS-OTHER									
	0.00		1,500.00	0.00	0.00	1,500.00	1,500.00	0		
	0.00		0.00	0.00	0.00	0.00	1,500.00			
			0.00		0.00	0.00				
01-900-001-8201	PROVISIONS FOR FUTURE BENEFITS									
	0.00		15,750.00	0.00	0.00	15,750.00	15,750.00	0		
	0.00		0.00	0.00	0.00	0.00	15,750.00			
			0.00		0.00	0.00				
01-900-001-8300	OFFICE EXPENSES									
	0.00		65,000.00	0.00	0.00	65,000.00	60,499.88	7		
	0.00		4,311.12	189.00	0.00	0.00	60,688.88			
			4,311.12		0.00	4,500.12				

Account No	Description	Prior Budget Payable YTD	Adopted Expended YTD	Amended Encumber YTD	Transfers Reimbrsd YTD	Modified Canceled Pd/Chrgd YTD	Balance YTD %Used Unexpended	Trans Amount	Trans Balance	User
01-900-002-0000	COLLECTION									
01-900-002-5001	MAINTENANCE LABOR-COLLECTION	0.00	361,694.00	0.00	0.00	361,694.00	350,316.86	3		
		0.00	11,377.14	0.00	0.00	0.00	350,316.86			
			11,377.14		0.00	11,377.14				
Begin Balance: 01/01/21										
01/08/21 Expenditure				Reference	1690	8		936.08-	361,694.00	MARION
01/08/21 Expenditure	SAFETY BONUS DAY			Reference	1708	2		936.08-	360,757.92	MARION
01/08/21 Expenditure	CORRECTION DOUBLE POSTING			Reference	1709	3		936.08	359,821.84	MARION
01/14/21 Expenditure				Reference	1707	3		10,441.06-	360,757.92	MARION
									350,316.86	MARION
01-900-002-7101	REPAIRS & SUPPLIES-COLLECTION	0.00	49,000.00	0.00	0.00	49,000.00	49,000.00	0		
		0.00	0.00	0.00	0.00	0.00	49,000.00			
			0.00		0.00	0.00				
01-900-002-7401	AUTO, TRUCK-REPAIR, PARTS-COLL.	0.00	16,000.00	0.00	0.00	16,000.00	16,000.00	0		
		0.00	0.00	0.00	0.00	0.00	16,000.00			
			0.00		0.00	0.00				
Control: 002	Total	0.00	426,694.00	0.00	0.00	426,694.00	415,316.86	3		
		0.00	11,377.14	0.00	0.00	0.00	415,316.86			
			11,377.14		0.00	11,377.14				
01-900-003-0000	DISPOSAL									
01-900-003-5001	OPERATING LABOR-DISPOSAL	0.00	1,202,670.00	0.00	0.00	1,202,670.00	1,157,756.16	4		
		0.00	44,913.84	0.00	0.00	0.00	1,157,756.16			
			44,913.84		0.00	44,913.84				
Begin Balance: 01/01/21										
01/08/21 Expenditure				Reference	1690	9		3,868.05-	1,202,670.00	MARION
01/08/21 Expenditure	SAFETY BONUS DAY			Reference	1708	3		3,868.05-	1,198,801.95	MARION
01/08/21 Expenditure	CORRECTION DOUBLE POSTING			Reference	1709	4		3,868.05	1,194,933.90	MARION
01/14/21 Expenditure				Reference	1707	4		41,045.79-	1,198,801.95	MARION
									1,157,756.16	MARION

Account No	Description Prior Budget Payable YTD	Adopted Expended YTD Expended Curr	Amended Encumber YTD	Transfers Reimbrsd YTD Reimbrsd Curr Vendor/Reference	Modified Canceled Pd/Chrgd YTD	Balance YTD %Used Unexpended	Trans Amount	Trans Balance	User
01-900-003-7101	REPAIRS AND SUPPLIES-DISPOSAL	0.00 190,000.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	190,000.00 0.00 0.00	190,000.00 0 190,000.00 0.00			
01-900-003-7102	REPAIRS & SUPPLIES - LAB	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 24,625.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 24,625.00	24,625.00- 0 0.00 0.00			
Begin Balance: 01/01/21									
01/05/21 PO 21000001	LAB SUPPLIES			ENVIR005 ENVIRONMENTAL RESOURCE ASSOC.			1,800.00-	1,800.00-	MARION
01/05/21 PO 21000002	LAB WATER			H20S0005 H2O SOLUTIONS, INC			1,180.00-	1,180.00-	MARION
01/05/21 PO 21000003	LAB ANALYSIS			GARDE005 GARDEN STATE LABS INC			9,645.00-	12,625.00-	MARION
01/05/21 PO 21000004	LAB ANALYSIS			LYONS005 LYONS ENVIRONMENTAL SERVICES			4,000.00-	16,625.00-	MARION
01/05/21 PO 21000005	LAB SUPPLIES			FISHE005 FISHER SCIENTIFIC INC.			5,000.00-	21,625.00-	MARION
01/05/21 PO 21000006	LAB SUPPLIES			HACHC005 HACH CO. INC.			3,000.00-	24,625.00-	MARION
01-900-003-7300	GRIT REMOVAL	0.00 28,000.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	28,000.00 0.00 0.00	28,000.00 0 28,000.00 0.00			
01-900-003-7301	SLUDGE REMOVAL EXPENSES	0.00 610,000.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	610,000.00 0.00 0.00	610,000.00 0 610,000.00 0.00			
01-900-003-7302	NJ-PERMIT & REGISTRATION FEES	0.00 75,000.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	75,000.00 0.00 0.00	75,000.00 0 75,000.00 0.00			
01-900-003-7401	AUTO, TRUCK-REPAIR/PARTS-DISP.	0.00 16,000.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	16,000.00 0.00 0.00	16,000.00 0 16,000.00 0.00			
01-900-003-7501	CHEMICALS	0.00 277,160.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	277,160.00 0.00 0.00	277,160.00 0 277,160.00 0.00			

Account No	Description	Prior Budget Payable YTD	Adopted Expended YTD	Amended Encumber YTD	Transfers Reimbrsd YTD	Modified Canceled Pd/Chrgd YTD	Balance YTD %Used Unexpended	Trans Amount	Trans Balance	User
01-900-003-7506	CHEMICALS-MAGNESIUM HYDROXIDE	0.00	0.00	0.00	0.00	0.00	90,000.00- 0			
		0.00	0.00	90,000.00	0.00	0.00	0.00			
			0.00		0.00	90,000.00				
Begin Balance: 01/01/21										
01/12/21 PO 21000012	1 Open									
	MAGNESIUM HYDROXIDE - BLANKET				PREMI005 PREMIER MAGNESIA LLC		BC	90,000.00-		0.00
01-900-003-7602	HEAT-GAS	0.00	70,000.00	0.00	0.00	70,000.00	0			
		0.00	0.00	0.00	0.00	0.00	70,000.00			
			0.00		0.00	0.00				
01-900-003-7701	ELECTRIC-DISPOSAL	0.00	290,000.00	0.00	0.00	290,000.00	0			
		0.00	0.00	0.00	0.00	0.00	290,000.00			
			0.00		0.00	0.00				
01-900-003-7801	WATER - PLANT - JOLINE AVENUE	0.00	16,200.00	0.00	0.00	16,200.00	0			
		0.00	0.00	0.00	0.00	0.00	16,200.00			
			0.00		0.00	0.00				
01-900-003-7901	TELEPHONE-DISPOSAL	0.00	6,000.00	0.00	0.00	6,000.00	0			
		0.00	0.00	0.00	0.00	0.00	6,000.00			
			0.00		0.00	0.00				
	Total	0.00	2,781,030.00	0.00	0.00	2,781,030.00	6			
Control: 003		0.00	44,913.84	114,625.00	0.00	0.00	2,621,491.16			
			44,913.84		0.00	159,538.84	2,736,116.16			
01-900-004-0000	PUMP STATIONS									
01-900-004-7101	REPAIRS AND SUPPLIES-PUMPING	0.00	32,000.00	0.00	0.00	32,000.00	0			
		0.00	0.00	0.00	0.00	0.00	32,000.00			
			0.00		0.00	0.00				
01-900-004-7701	ELECTRIC-PUMP STATIONS	0.00	24,500.00	0.00	0.00	24,500.00	0			
		0.00	0.00	0.00	0.00	0.00	24,500.00			
			0.00		0.00	0.00				

Account No	Description Prior Budget Payable YTD	Adopted Expended YTD Expended Curr	Amended Encumber YTD	Transfers Reimbrsd YTD Reimbrsd Curr Vendor/Reference	Modified Canceled pd/Chrgd YTD	Balance YTD %Used unexpended	Trans Amount	Trans Balance	User
Control: 004	Total	0.00 0.00	56,500.00 0.00 0.00	0.00 0.00 0.00	56,500.00 0.00 0.00	56,500.00 56,500.00	0		
01-900-004-7801	WATER								
01-900-004-7802	WATER- PUMP STATIONS								
		0.00	1,600.00	0.00	1,600.00	1,600.00	0		
		0.00	0.00	0.00	0.00	1,600.00			
		0.00	0.00	0.00	0.00				
Control: 004	Total	0.00 0.00	1,600.00 0.00 0.00	0.00 0.00 0.00	1,600.00 0.00 0.00	1,600.00 1,600.00	0		
01-900-005-0000	CAPITAL								
01-900-005-9000	OFFICE EQUIPMENT								
		0.00	15,000.00	0.00	15,000.00	15,000.00	0		
		0.00	0.00	0.00	0.00	15,000.00			
		0.00	0.00	0.00	0.00				
01-900-005-9001	GEOGRAPHICAL INFORMATION SYSTEM								
		0.00	15,000.00	0.00	15,000.00	15,000.00	0		
		0.00	0.00	0.00	0.00	15,000.00			
		0.00	0.00	0.00	0.00				
01-900-005-9002	OFFICE TELECOM SYSTEM								
		0.00	10,000.00	0.00	10,000.00	10,000.00	0		
		0.00	0.00	0.00	0.00	10,000.00			
		0.00	0.00	0.00	0.00				
01-900-005-9003	VEHICLES								
		0.00	20,000.00	0.00	20,000.00	20,000.00	0		
		0.00	0.00	0.00	0.00	20,000.00			
		0.00	0.00	0.00	0.00				
01-900-005-9005	TREATMENT PLANT EQUIPMENT								
		0.00	20,000.00	0.00	20,000.00	20,000.00	0		
		0.00	0.00	0.00	0.00	20,000.00			
		0.00	0.00	0.00	0.00				

Account No	Description Prior Budget Payable YTD	Adopted Expended YTD Expended Curr	Amended Encumber YTD Vendor/Reference	Transfers Reimbrsd YTD Reimbrsd Curr	Modified Canceled Pd/Chrgd YTD	Balance YTD %Used Unexpended	Trans Amount	Trans Balance	User
01-900-005-9006	ROOF REPLACEMENT	0.00 15,000.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	15,000.00 0.00 0.00	15,000.00 0 15,000.00			
01-900-005-9007	SECONDARY TREATMENT PLANT	0.00 15,000.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	15,000.00 0.00 0.00	15,000.00 0 15,000.00			
01-900-005-9008	DIGESTER CLEANING/COVERS	0.00 50,000.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	50,000.00 0.00 0.00	50,000.00 0 50,000.00			
01-900-005-9009	JET VAC TRUCK	0.00 50,000.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	50,000.00 0.00 0.00	50,000.00 0 50,000.00			
01-900-005-9010	TV TRUCK	0.00 15,000.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	15,000.00 0.00 0.00	15,000.00 0 15,000.00			
01-900-005-9011	COLLECTION SYSTEM IMPROVEMENTS	0.00 15,000.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	15,000.00 0.00 0.00	15,000.00 0 15,000.00			
01-900-005-9012	PUMP STATION EQUIPMENT	0.00 10,000.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	10,000.00 0.00 0.00	10,000.00 0 10,000.00			
01-900-005-9013	VARIOUS IMPROVEMENTS - COLLECTION	0.00 15,000.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	15,000.00 0.00 0.00	15,000.00 0 15,000.00			
Control: 005	Total	0.00 265,000.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00 0.00 0.00	265,000.00 0.00 0.00	265,000.00 0 265,000.00			

Account No	Description	Adopted	Amended	Transfers	Modified	Balance YTD	%Used	
Date	Transaction Data/Comment	Expended YTD	Encumber YTD	Reimbrsd YTD	Canceled	Unexpended		User
		Expended Curr	Vendor/Reference	Reimbrsd Curr	pd/chrgd YTD			
Fund: 01	Budgeted Total	7,333,927.00	0.00	0.00	7,333,927.00	6,310,136.95	14	
		236,185.19	787,604.86	0.00	0.00	7,097,741.81		
		236,185.19		0.00	1,023,790.05			
Fund: 01	Non-Budgeted Total	0.00	0.00	0.00	0.00	0.00	0	
		0.00	0.00	0.00	0.00	0.00		
		0.00		0.00	0.00			
Fund: 01	Total	7,333,927.00	0.00	0.00	7,333,927.00	6,310,136.95	14	
		236,185.19	787,604.86	0.00	0.00	7,097,741.81		
		236,185.19		0.00	1,023,790.05			
Final Budgeted		7,333,927.00	0.00	0.00	7,333,927.00	6,310,136.95	14	
		236,185.19	787,604.86	0.00	0.00	7,097,741.81		
		236,185.19		0.00	1,023,790.05			
Final Non-Budgeted		0.00	0.00	0.00	0.00	0.00	0	
		0.00	0.00	0.00	0.00	0.00		
		0.00		0.00	0.00			
Final Total		7,333,927.00	0.00	0.00	7,333,927.00	6,310,136.95	14	
		236,185.19	787,604.86	0.00	0.00	7,097,741.81		
		236,185.19		0.00	1,023,790.05			

LONG BRANCH SEWERAGE AUTHORITY

Minutes of the Regular Meeting

December 16, 2020

I. and II. Opening and Attendance at Meeting.

A Regular Meeting of the Long Branch Sewerage Authority was called to order at 3:01 p.m., prevailing time, on Wednesday, December 16, 2020 by the Chairman, Thomas George, in the Meeting Room at the Authority Administration Building, 150 Joline Avenue, Long Branch, New Jersey, attended by Mr. Booth, Mr. Brown, Mr. Riley and Mr. Larco (joined the meeting at 3:03 p.m.).

In addition to the Members of the Authority hereinabove stated, there were present at said Regular Meeting the following professional attaches: Thomas Roguski, Executive Director; John L. Bonello, Esq., Authority Counsel; John Van Dorpe and Sue Brasefield, of the firm Maser Consulting, David Kaplan of the Firm of Wiss & Company, LLP and Elisabete Vieira, Secretary.

III. Announcement Pursuant to New Jersey Open Public Meeting Act.

Adequate Notice of this Regular Meeting and of all Regular Meetings for the Year 2020, has been provided by publication thereof in the *Link* on February 27, 2020, as a “legal” advertisement and in the *Asbury Park Press* on February 22, 2020, as a “legal” advertisement and by forwarding duplicates thereof on February 20, 2020, to the Clerks of the City of Long Branch, Borough of West Long Branch and Borough of Monmouth Beach for filing in their respective offices and for posting in a public place in each such Municipality. Notice of this Regular Meeting to be held electronically has been provided electronically by posting thereof on the official website of the Long Branch Sewerage Authority pursuant to Public Law 2020, C.11.

Let the record reflect that Mr. Larco joined the meeting at 3:03 p.m.

IV. Public Participation.

Mr. Lepore from 38 Ocean Terrace was present.

Mr. Lepore inquired regarding the following.

Mr. Lepore questioned Mr. Kaplan why there were two line items for electricity on the budget. Further, Mr. Lepore inquired why there was a drop of \$37,000 in connection fees going into the 2021 budget. He also asked if there will be any further declines in connection fee

collections once beach front projects are completed. Mr. Kaplan replied that electricity has two line items as one is for pump stations while the other is for the treatment plant. Mr. Kaplan stated that he agrees that there is a \$37,000 decrease, and this is just a projection of what might occur. Mr. Roguski stated that connection fees are estimated year to year based upon anticipated development project starts and completions. It is difficult to project long term due to several unknown factors.

Next, Mr. Lepore inquired if the funds allocated for I/I reduction are for the entire system. Mr. Roguski stated that the funds are not allocated for the entire system. He explained that Maser Consulting performed a system wide analysis of the Authority's various basins. The analysis identified two basins, which were contributing the most I/I. These two basins are currently being televised to identify and prioritize defects. He stated that the funds are allocated to address the prioritized defects in those two basins to the extent possible within the allocated budget.

Mr. Lepore next referenced Correspondence Item Nos. 12 and 26 and stated that there is a \$366,000 pipe extension which was paid for by three (3) of the four (4) developers along Ocean Boulevard. Mr. Lepore indicated that the fourth developer did not contribute, and the purchaser of the project now plans 109 units, either apartments or condos, which will result in increased flow. He requested that Mr. Roguski review as there may be a direct impact on the Sewerage Authority. He stated that the original owner was the Bluffs and now is 290 Ocean Ave LLC, which is trying to amend the original plans to increase the density and height. Mr. Lepore indicated that he has been in touch with the Planning and Zoning Boards and Council, who are considering a variance which may lead to litigation and increased flow to the Sewerage Authority.

Mr. Roguski stated that the Authority has no control over the Planning and Zoning Boards' and Council's decisions, and the Authority strictly looks are providing sewerage service to any proposed and approved buildings. Mr. Roguski indicated that project approval from the City will be one of the conditions of connection. Mr. Van Dorpe explained that this application will not be fully approved for sanitary sewer construction until the Planning Board provides approval on their end.

Mr. Roguski indicated that the developer of the Bluffs chose not to go forward with the development and the remaining three (3) developers covered the cost of required offsite improvements. All four (4) developers entered into a developer's agreement outlining cost responsibility, among other requirements, for the offsite improvements. Once the developer of the Bluffs decided not to move forward, the remaining three (3) developers shared the cost on a pro-rata basis. He explained the developer's agreement requires that the developer of the fourth project reimburse the other three (3) developers on a pro-rata basis prior to the fourth developer being permitted to connect to the sewer system.

Mr. Roguski stated that it does not make a difference to the Authority whether the units are apartments or condos, as flow is estimated based on number of bedrooms per unit and any increased flow will be evaluated to confirm capacity exists. Mr. Roguski indicated that an evaluation of whether capacity for 109 units exists is currently on-going. If confirmed that capacity exists, a Will Serve Letter will be issued outlining requirements and will also indicate the reimbursement requirements. The developer will be required to submit a new application for the 109 units for the Authority's review and approval.

Mr. Lepore had no further questions and thanked the board.

On Motion by Mr. George, seconded by Mr. Riley, and passed by the affirmative vote of all members present, no nays, no absent, no abstain; the Public Participation portion of the Meeting was closed.

V. As to the Minutes of the Regular Meeting of November 18, 2020

On Motion by Mr. Booth, seconded by Mr. George, and passed by the affirmative vote of all members present, no nays, no absent, no abstain, the reading of the Minutes of the Regular Meeting of the Long Branch Sewerage Authority held on November 18, 2020 to be dispensed with and that such Minutes be, and they are hereby, approved as recorded and circulated.

VI. As to the Minutes of the Executive Session held on November 18, 2020, if any

None

VII. Correspondence

The attached list of correspondence was reviewed by the Authority. Individual items were dealt with as follows:

Mr. Roguski stated that Correspondence Item No. 27 is a proposal from Maser Consulting regarding the Air Quality Permitting Evaluation/Renewal Applications. He stated that the Authority Air Quality Permits are coming up for renewal in April 2021 and that the permits are rather complex, consisting of several individual permits, requiring a specialist. Maser Consulting has submitted a proposal in the amount of \$13,230.00, which including the services of a subconsultant who specializes in air permits.

Mr. Larco questioned Mr. Roguski if this was the way it has been done in past years. Mr. Roguski indicated it was last renewed in 2017, however that was an interim renewal requiring just payment of a fee. Mr. Roguski indicated that the air permits were last fully gone through in 2011 or so, and that it has come to his attention that changes to the air permits are needed. Mr. Roguski indicated that this evaluation and renewal is necessary to ensure the Authority is compliant with air quality requirements.

Mr. Larco questioned as to how the fee is calculated. Mrs. Brasefield explained that it is based on hours and it is on a not to exceed basis.

The following resolution was presented:

RESOLUTION

Mr. George offered the following Resolution and moved its adoption; seconded by Mr. Booth.

WHEREAS, the Long Branch Sewerage Authority (the "Authority") has heretofore received a proposal, dated December 15, 2020, from Maser Consulting for Air Quality Permitting Evaluation / Renewal Applications (Maser Proposal No. LBS-311P), and

WHEREAS, the Authority concluded to approve the proposal for Air Quality Permitting Evaluation / Renewal Applications in the amount of \$13,230.00 and as specified in the proposal, dated December 15, 2020, attached hereto and made a part hereof, and

WHEREAS, the Authority Executive Director has certified that there are funds available for this purpose, as per the certification attached hereto and made a part hereof, and

NOW, THEREFORE, BE IT RESOLVED that:

1. The Long Branch Sewerage Authority Hereby awards Maser Consulting the proposal for Air Quality Permitting Evaluation / Renewal Applications in the amount of \$13,230.00 subject to Maser Consulting complying with all the requirements of the terms and conditions of the proposal and Maser Consulting's annual engineering contract with the Authority.

2. The Authority is authorized to enter a contract with Maser Consulting for the purpose expressed hereinabove.

3. The Authority Chairman and/or Executive Director are authorized to sign any documents needed to effectuate this resolution.

ROLL CALL:

Mr. George	- AYE
Mr. Booth	- AYE
Mr. Brown	- AYE
Mr. Riley	- AYE
Mr. Larco	- AYE

Date: December 16, 2020
R1.12-20
Exhibits A, B

Mr. Roguski had nothing further to report.

**LIST OF CORRESPONDENCE FOR REGULAR MEETING
LONG BRANCH SEWERAGE AUTHORITY**

December 16, 2020

- 1) Copy of a letter dated 11/18/2020 received 11/18/2020 to Brian Cooper of Earle Asphalt Company from John Van Dorpe, re: Hoey Pump Station Force Main Replacement, Notice of Award
- 2) Certified Public Notice of Hearing received 11/19/2020 from The City of Long Branch Zoning Board of Adjustments, re: Block 213 Lot 22 / 344 Ocean Blvd.
- 3) Certified Notice of Hearing received 11/19/2020 from Tomas J. Hirsch, re: Block 117 Lots 26, 27 & 28 / 221 Brighton Ave
- 4) Letter dated 11/18/2020 received 11/23/2020 from John Van Dorpe, re: Lincoln Gardens Pump Station By-Pass Connection Construction Project Contracts
- 5) Letter dated 11/23/2020 received 11/23/2020 from John Van Dorpe, re: Long Branch Sewerage Authority / Rt. 36, Clifton Ave to CR520 Resurfacing NJDOT
- 6) Copy of letter dated 11/25/2020 received 11/30/2020 from Maser Consulting to Nicole Chiafullo, re: Jemel's Star of the Sea School LL/ Application Approval
- 7) Letter dated 11/23/2020 received 11/30/2020 from State of New Jersey DEP, re: Payment Requisition/ Project S340336-09
- 8) Letter dated 11/25/2020 received 11/30/2020 from Giordano, Halleran & Ciesla, re: Open Public Records Act Request 354 Bath Ave / Block 183 Lot 13
- 9) Copy of a letter dated 12/1/2020 received 12/1/2020 from Thomas Roguski to George Jackson, re: Long Branch Sewerage Authority, Pleasure Bay Park Pool Improvements, 275 Atlantic Ave., Block 369 Lot 2
- 10) Application for Sanitary Sewer Connection dated 11/30/2020 received 12/1/2020 from Vivian Fteha, re: 976 Leslie Court, Block 30 Lot 12

- 11) Certified letter dated 11/24/2020 received 12/1/2020 from Ansell Grimm & Aaron, re: Application of Norwood KB, LLC for Premises Known as Lots 87 and 88 Block 28/ address is 310 Norwood Ave West Long Branch/ Proposed new 55 and over new townhomes
- 12) Letter dated 12/01/2020 received 12/02/2020 from InSite Engineering, re: Ocean Ave / The Bluffs / Proposed Residential Building/ 216 Lots 11, 12 & 24
- 13) Letter dated 11/30/2020 received 12/1/2020 from Giordano, Halleran & Ciesla, P.C., re: Sewer Line Construction – Ocean Boulevard, Long Branch, NJ
- 14) Copy of a letter dated 12/3/2020 received 12/3/2020 from John Bonello to C. Justin Mc Carthy, Esq., Giordano, Halleran & Ciesla, re: Sewer Line Construction, Long Branch Redevelopment, Ocean Boulevard, Long Branch, NJ
- 15) Copy of letter dated 12/4/2020 received 12/7/2020 from Maser Consulting to Nicole Chiafullo at Kennedy Consulting Engineers LLC re: Jemel's Star of the Sea School LLC. Sewer connection /fees
- 16) Copy of letter dated 12/2/2020 received 12/07/2020 from Insite Engineering re: proposed subdivision for 1035 Ocean Ave-Block 29, Lots 2 & 5
- 17) Letter dated 12/03/2020 received 12/07/2020 from Manna & Bonello, re: Professional Appointment for 2021
- 18) Notice dated 12/01/2020 received 12/07/2020 from West Long Branch Borough, re: 148 Whalepond Road/ **NOT LBSA**
- 19) Certified letter dated 12/04/2020 received 12/09/2020 from Ansell, Grimm & Aaron, re: Application for 207 Monmouth Rd WLB/ **NOT LBSA**
- 20) Copy of letter dated 12/09/2020 received 12/09/2020 from Maser Consulting to CME Associates/ Michael Goldstein, re: Pleasure Bay Park Pool Improvements/ 275 Atlantic Ave/ Block 369 Lot 2
- 21) Copy of letter dated 12/09/2020 received 12/09/2020 from Maser Consulting to Extell Development/ Yuri Miller, re: Pier Village-Phase 3
- 22) Engineer's Status Report dated 12/11/2020 received 12/11/2020 from John Van Dorpe, for December 2020 Meeting
- 23) Letter dated 12/08/2020 received 12/11/2020 from NJDOT to LBSA re: Rt. 36, Bridge over Trautman's Creek
- 24) Transmittal dated 12/09/2020 received 12/11/2020 from Mark Bean re: Executed Contracts with Plans for Lincoln Gardens Pump Station By-Pass Connection Project

25) Letter dated 12/09/2020 received 12/11/2020 from John Van Dorpe re: Contracts for 2021 Annual Contract Sanitary Sewer Repairs and Service Lateral Installations

26) Letter dated 12/14/2020 received 12/14/2020 from Maser Consulting, re: 990 Ocean, Inc. 276, 290 Ocean Ave. 355 Ocean Blvd./ Block 216 Lots 11,12 &24

ACTION

27) Letter dated 12/15/2020 received 12/15/2020 from Maser Consulting, re: Proposal for Professional Engineering Services for Air Quality Permitting Evaluation / Renewal Applications

On Motion by Mr. Brown seconded by Mr. George and passed by the affirmative vote of all members present, no nays, no absent, no abstain, the attached List of Correspondence was ordered, received, and filed.

VIII. Report of Executive Director for December 2020 Authority Meeting

Mr. Roguski reported that over the last month the Authority treated an average of 3.90 million gallons per day with a suspended solid discharge of 5.0 ppm and an average B.O.D. discharge of 7.4 ppm. The Authority has met all limits of the discharge permit.

Mr. Roguski stated that, as previously reported, the Authority Coronavirus (COVID-19) plan has been implemented and currently on-going. The Authority implemented staggered shifts for field personnel for approximately two weeks after Thanksgiving as a precautionary measure and has now returned to the increased Staffing Plan schedule. Mr. Roguski noted that plan adjustments/changes may be needed to address new situations as they arise. He reported that, since last month, there has been an additional employee who was required to quarantine due to exposure, and fortunately, that employee is now back to work and is well.

Mr. Roguski stated that the negotiations with the Office ("White Collar") and Plant ("Blue Collar") Unions for three-year contracts (2021 to 2023) have been completed, and Contracts are ready for ratification.

The following resolution was presented:

RESOLUTION

Mr. Brown offered the following Resolution and moved its adoption; seconded by Mr. Riley.

WHEREAS, LOCAL 32, the Office and Professional Employees International Union ("OPEIU") is the exclusive majority representative of a unit of white-collar workers employed by the Long Branch Sewerage Authority (the "Authority"), pursuant to the

New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. (the "Act"), and

WHEREAS, the Authority and OPEIU are signatories to a collective negotiations agreement that expires on December 31, 2020, and

WHEREAS, the Act requires that the Authority and OPEIU negotiate in good faith over the terms and conditions of employment for the employees in OPEIU negotiating unit, and

WHEREAS, the negotiating teams of the Authority and OPEIU have negotiated in good faith pursuant to their obligations under the Act and have reached a tentative agreement as to all terms and conditions of employment for such employees, for inclusion in a successor collective negotiations agreement for the period of January 1, 2021 - December 31, 2023, and have agreed upon the form of such successor agreement as outlined in the attached Outline of Agreement a copy of which is attached hereto, subject to ratification by their principals and the Authority, and

WHEREAS, OPEIU has informed the Authority that the Proposed Agreement will be submitted to its membership for ratification following ratification by the Authority, and

WHEREAS, the Commissioners of the Long Branch Sewerage Authority believe that entering into the Proposed Agreement would be in the best interest of the Authority and the public, and

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Long Branch Sewerage Authority, that the Proposed Agreement between the Authority and OPEIU for the period January 1, 2021 - December 31, 2023 is hereby ratified and approved, and

BE IT FURTHER RESOLVED that the Executive Director is hereby directed to take such actions as are necessary to effectuate the terms of the aforesaid Agreement.

BE IT FURTHER RESOLVED that the Authority Executive Director and/or Chairman are hereby authorized to sign any documents necessary to effectuate this Resolution and the aforesaid Agreement.

ROLL CALL:

Mr. George	- AYE
Mr. Booth	- AYE
Mr. Brown	- AYE
Mr. Riley	- AYE
Mr. Larco	- AYE

Date: December 16, 2020
R2.12-20
Exhibit C

RESOLUTION

Mr. Riley offered the following Resolution and moved its adoption; seconded by Mr. Brown.

WHEREAS, LOCAL 4-406, the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial, and Service Workers International Union ("USW") is the exclusive majority representative of a unit of blue collar workers employed by the Long Branch Sewerage Authority (the "Authority"), pursuant to the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq. (the "Act"), and

WHEREAS, the Authority and USW are signatories to a collective negotiations agreement that expired on December 31, 2020, and

WHEREAS, the Act requires that the Authority and USW negotiate in good faith over the terms and conditions of employment for the employees in USW negotiating unit, and

WHEREAS, the negotiating teams of the Authority and USW have negotiated in good faith pursuant to their obligations under the Act and have reached a tentative agreement as to all terms and conditions of employment for such employees, for inclusion in a successor collective negotiations agreement for the period of January 1, 2021 - December 31, 2023, and have agreed upon the form of such successor agreement as outlined in the Memorandum of Agreement a copy of which is attached hereto, subject to ratification by their principals and the Authority, and

WHEREAS, USW has informed the Authority that the Proposed Agreement has been ratified by its membership, and

WHEREAS, the Commissioners of the Long Branch Sewerage Authority believe that entering into the Proposed Agreement would be in the best interest of the Authority and the public, and

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Long Branch Sewerage Authority, that the Proposed Agreement between the Authority and USW for the period January 1, 2021 - December 31, 2023 is hereby ratified and approved, and

BE IT FURTHER RESOLVED that the Executive Director is hereby directed to take such actions as are necessary to effectuate the terms of the aforesaid Agreement.

BE IT FURTHER RESOLVED that the Authority Executive Director and/or Chairman are hereby authorized to sign any documents necessary to effectuate this Resolution and the aforesaid Agreement.

ROLL CALL:

Mr. George	- AYE
Mr. Booth	- AYE
Mr. Brown	- AYE
Mr. Riley	- AYE
Mr. Larco	- AYE

Date: December 16, 2020
R3.12-20
Exhibit D

Mr. Roguski indicated that an end of year budget transfer is needed to balance the Authority's 2020 Budget. Mr. Roguski affirmed that the budget is not being increased rather the transfer is moving money around between line items as needed.

The following resolution was presented:

RESOLUTION

Mr. George offered the following Resolution and moved its adoption; seconded by Mr. Booth.

WHEREAS, the Long Branch Sewerage Authority (the "Authority") anticipates exceeding certain Budget Line Items in its 2020 Budget, and

WHEREAS, the Authority's Auditor, Mr. Kaplan has recommended an adjustment be made to these Budget Line Items in the form of a Budget Transfer Resolution, and

WHEREAS, the Executive Director has prepared documentation outlining these Budget Line Items for transfer, which is attached hereto and made a part hereof, and

WHEREAS, the Executive Director has certified that there are funds available from other Budget Line Items for these budget adjustments, and

NOW, THEREFORE, BE IT RESOLVED by the Long Branch Sewerage Authority that it hereby approves the Budget Transfer as submitted by the Executive Director and made a part here to, and

BE IT FURTHER RESOLVED that the Authority Executive Director and/or Chairman are hereby authorized to sign any documents necessary to effectuate this Resolution.

ROLL CALL:

Mr. George - AYE
Mr. Booth - AYE
Mr. Brown - AYE
Mr. Riley - AYE
Mr. Larco - AYE

Date: December 16, 2020
R4.12-20
Exhibits E

Next, Mr. Roguski reported that the 2021 Authority Budget was introduced at the November 18, 2020 Board Meeting and subsequently approved by the State. Mr. Kaplan stated that the budget that is being approved is identical as the budget that was presented at the previous meeting.

2021 ADOPTED BUDGET RESOLUTION

LONG BRANCH SEWERAGE AUTHORITY

FISCAL YEAR:

FROM: January 1, 2021

TO: December 31, 2021

WHEREAS, the Annual Budget and Capital Budget/Program for the Long Branch Sewerage Authority for the fiscal year beginning January 1, 2021 and ending December 31, 2021 has been presented for adoption before the governing body of the Long Branch Sewerage Authority at its open public meeting of December 16, 2020; and

WHEREAS, the Annual Budget and Capital Budget as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

WHEREAS, the Annual Budget as presented for adoption reflects Total Revenues of \$7,333,927.00 Total Appropriations, including any Accumulated Deficit, if any, of \$7,333,927.00 and Total Unrestricted Net Position utilized of none; and

WHEREAS, the Capital Budget as presented for adoption reflects Total Capital Appropriations of \$7,238,050.00 and Total Unrestricted Net Position planned to be utilized as funding thereof \$61,250.00; and

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Long Branch Sewerage Authority, at an open public meeting held on December 16, 2020 that the Annual Budget and Capital Budget/Program of the Long Branch Sewerage Authority for the fiscal year beginning, January 1, 2021 and, ending December 31, 2021 is hereby adopted and shall constitute appropriations for the purposes stated, and

BE IT FURTHER RESOLVED, that the Annual Budget and Capital Budget/Program as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services.

December 16, 2020

(Secretary's Signature)

Governing Body Member:	Aye	Nay	Abstain	Recorded Vote Absent
Mr. George				
Mr. Booth				
Mr. Brown				
Mr. Riley				
Mr. Larco				

Date: December 16, 2020
R5.12-20

Finally, Mr. Roguski explained that due to limited and restricted use of vacation time during the COVID-19 crisis, and to limit the amount of vacation time outstanding to the extent practicable, it would be advantageous to offer employees, who have accumulated vacation time of over one (1) year, an option to buy back some vacation time. Funds are available from the 2020 Budget. He explained that every time an employee takes vacation time, their shift must be covered resulting in overtime costs, therefore this offer would save costs. He indicated that this is a voluntary program.

Mr. Kaplan questioned if this buy back was offered to every employee at the Authority. Mr. Roguski responded affirmatively and explained that any employee with over one (1) year accrual of vacation time will be offered the buyback. Mr. Kaplan stated that if any employee decides to take the offer, they are aware that there this will not be pensionable, but taxes will apply. Mr. Roguski responded affirmatively.

The following resolution was presented:

RESOLUTION

Mr. Brown offered the following Resolution and moved its adoption; seconded by Mr. Larco.

WHEREAS, the Long Branch Sewerage Authority (the "Authority") authorized employees to rollover two (2) years' worth of vacation time accrual for the year 2020 into 2021 due to limited and restricted use of vacation time during the COVID-19 crisis, and

WHEREAS, the Authority desires to limit the amount of vacation time outstanding to the extent practicable by offering

employees a one-time option to buy back vacation time at an employee's current rate of hourly compensation (effective on December 12, 2020) for a maximum vacation time buy back amount of the overage of an employee's accrued vacation time on December 12, 2020 over that employee's allotted one (1) year accrual of vacation time, however in no circumstance to exceed eighty (80) hours of vacation time buy back;

WHEREAS, employees with less than one (1) years' worth of vacation time accrual on December 12, 2020 are not eligible for this buy back, and

WHEREAS, the Executive Director has certified that there are funds available from the 2020 Budget for this buy back, and

WHEREAS, this vacation buy back shall be offered to employees on a voluntary basis and shall not be mandatory, and

WHEREAS, eligible employees choosing to participate in this one-time vacation time buy back must request buy back in writing to the Executive Director by December 23, 2020 for payment on the regular December 31, 2020 payroll.

NOW, THEREFORE, BE IT RESOLVED by the Long Branch Sewerage Authority that it hereby approves offering employees a one-time option to buy back vacation time at an employee's current rate of hourly compensation (effective on December 12, 2020) for a maximum vacation time buy back amount of the overage of an employee's accrued vacation time on December 12, 2020 over that employee's allotted one (1) year accrual of vacation time, however in no circumstance to exceed eighty (80) hours of vacation time buy back.

BE IT FURTHER RESOLVED that employees with less than one (1) years' worth of vacation time on December 12, 2020 are not eligible for this buy back.

BE IT FURTHER RESOLVED that this one-time vacation buy back shall be offered to employees on a voluntary basis and shall not be mandatory.

BE IT FURTHER RESOLVED that eligible employees choosing to participate in this one-time vacation time buy back must request buy back in writing to the Executive Director by December 23, 2020 for payment on the regular December 31, 2020 payroll.

BE IT FURTHER RESOLVED that the Authority Executive Director and/or Chairman are hereby authorized to sign any documents necessary to effectuate this Resolution.

ROLL CALL:

Mr. George -
Mr. Booth -
Mr. Brown -
Mr. Riley -
Mr. Larco -

Date: December 16, 2020
R6.12-20

Mr. Roguski had nothing further to report.

On Motion by Mr. Booth, seconded by Mr. George, and passed by the affirmative vote of all members present, no nays, no absent, no abstain, the report of the Executive Director, as prepared and submitted, is hereby approved, and ordered received and filed and made part of the Minutes of this Meeting.

IX. As to Bills submitted for payment by Long Branch Sewerage Authority for the Month of November 2020

The following Resolution was moved by Mr. Brown, seconded by Mr. Riley and passed by the affirmative vote of all members present, no nays, no absent, no abstain.

RESOLUTION

BE IT RESOLVED BY THE LONG BRANCH SEWERAGE AUTHORITY IN SESSION AT A REGULAR MEETING THEREOF ON THIS 16th DAY OF DECEMBER 2020 PURSUANT TO NOTICE AT WHICH AT LEAST A QUORUM IS PRESENT, the List of Bills for the month of November 2020 are found regular and payment of each and all, thereof is authorized to be paid out of the Revolving Fund, General Funds, Revenue Fund or Collection Account as indicated on the said List of Bills attached to the Executive Director's Report.

X. Report by Authority Counsel of the Activities of that Office and of Actions taken since November 18, 2020

Mr. Bonello reported that he worked with Mr. Roguski on most of the items on the agenda, specifically on the Ocean Boulevard offsite extension reimbursement required from the fourth developer. Next, he mentioned that he and Mr. Roguski are also working on the abandonment of an easement and old pump station property at the old Buick dealership off Broadway.

Mr. Bonello had nothing further to report.

On Motion by Mr. Brown seconded by Mr. George and passed by the affirmative vote of all members present, no nays, no absent, no abstain, all actions taken, and dispositions made by the Authority Counsel of and about each and all the foregoing items be, and they are in all respects approved, confirmed, and ratified.

XI. Report by Authority Auditor of the Activities of that Office and of Actions taken since November 18, 2020

Mr. Kaplan reported that he worked with the Authority comptroller to make sure the budget could be adopted today. Also, he and Mr. Roguski went over the vacation buyout process.

On Motion by Mr. Booth, seconded by Mr. Brown, and passed by the affirmative vote of all members present, no nays, no absent, no abstain, all actions taken, and dispositions made by Authority Auditor of and about each and all of the foregoing items be, and they are in all respects, approved, confirmed and ratified.

XII. Report, if any, by Investment Committee.

Status Quo

XIII. Transfers, if any.

The transfers are as listed.

The following Resolution was moved by Mr. Brown, seconded by Mr. Larco passed by the affirmative vote all members present, no nays, no absent, no abstain, approving the Authority Transfers for the month of November 2020 as listed.

RESOLUTION

BE IT RESOLVED BY THE LONG BRANCH SEWERAGE AUTHORITY IN SESSION AT A REGULAR MEETING THEREOF ON THIS 16th DAY OF DECEMBER 2020 PURSUANT TO NOTICE AT WHICH AT LEAST A QUORUM IS PRESENT that the Authority hereby approves the Transfers made for the month of November 2020 as submitted by the Executive Director and orders said report received and filed.

XIV. Old Business.

A. Engineer's Report on Redevelopment Projects

Mr. Roguski reported that Pier Village Phase III has paid the second half of the connection fees for the third and final building and are moving forward to finalize closeout items.

Mr. Roguski stated that the three high-rise buildings on Ocean Boulevard between Pavilion and North Bath Avenues are nearing full completion. The offsite improvements have been previously approved, and the maintenance bond has been received.

Mr. Brown questioned the project on Westwood Avenue as to where the exact location is. Mr. Roguski stated that it is located on the corner of Bath and Westwood Avenue. Mr. Bonello stated that it is the old nursing home.

2018 Capital Improvements Projects

Mr. Van Dorpe reported the items outlined in this month's Engineer's Status Report, dated December 11, 2020.

Mr. Van Dorpe had nothing further to report.

XV. New Business

None

XVI. Miscellaneous Suggestions for the Good of the Authority

Mr. Lepore stated that, regarding the professionals who are appointed in February, he requests that the commissioners approve all professionals to stay as is. He stated that he believed that they are a great addition to the Authority.

Mr. Lepore had no further comments and thanked the board.

XVII. Adjournment at 4:08 p.m.

There being no further business, on Motion by Mr. Riley, seconded by Mr. George, and passed by the affirmative vote of all members present, no nays, no absent, no abstain, the meeting was adjourned at 4:08 p.m.

Respectfully submitted,

Donald S. Riley, Secretary

Thomas Roguski, Executive Director

CORRESPONDENCE

New Jersey Utility Authorities Joint Insurance Fund

9 Campus Drive, Suite 216
Parsippany, N.J. 07054-4412
Telephone (201) 881-7632 Fax (201) 881-7633



**IN ACCORDANCE WITH THE OPEN PUBLIC MEETINGS ACT, A COPY OF
THIS NOTICE SHOULD BE POSTED ON THE PUBLIC BULLETIN BOARD
WITHIN THE AUTHORITY**

December 10, 2020

Memo to: Member Authorities
New Jersey Utility Authorities Joint Insurance Fund

From: PERMA

Subject: 2021 Budget

Enclosed is the approved 2021 budget of the New Jersey Utility Authorities Joint Insurance Fund that was adopted at a public meeting held on November 17, 2020 via Zoom.

The 2021 Budget for the Environmental Joint Insurance Fund (E-JIF) was adopted at the Board's October 21, 2020 meeting. The 2021 Budget for the Residual Claims Fund (RCF) was adopted at their October 21, 2020 meeting. The 2021 Budget for the Municipal Excess Liability Joint Insurance Fund (MEL) was adopted on June 3, 2020, and revised at their October 21, 2020 meeting. Copies of these budgets were previously mailed out on November 2, 2020.

If you have any questions, please contact the Fund Office.

Enclosures

cc: Fund Commissioners
Fund Professionals
Risk Management Consultants

TOM

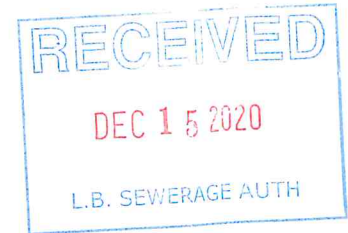
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NJUA MUNICIPAL JOINT INSURANCE FUND
2021 ADOPTED BUDGET
Print Date:

10-Dec-20

APPROPRIATIONS		Annualized 2020	Adopted2021	\$	%
I. Claims and Excess Insurance		(A)	(B)	CHANGE	CHANGE
Claims					
1	Property	414,170	425,000	10,611	2.61%
2	Liability	895,090	852,000	(39,316)	-4.60%
3	Auto	152,010	152,000	777	0.58%
4	Workers' Comp.	2,574,400	2,496,500	(66,257)	-2.74%
5	LFC	102,973	50,000	(52,973)	-65.98%
6	Aggregate XS LFC	66,732	0	(64,649)	-100.00%
7	Deductible Aggregate	7,500	7,500	0	
8	Subtotal - Claims	4,212,875	3,983,000	(211,807)	-5.35%
Premiums					
10	. Property	2,974,206	3,351,879	371,921	12.67%
11	. \$10M ex \$1 M Liability	545,192	578,977	33,011	6.31%
12	. MEL Ex WC	496,257	494,659	17,911	3.93%
13	. MEL Ex Liability	225,669	174,709	(78,938)	-38.15%
14	. MEL FFB	15,567	15,720	59	0.40%
15	. \$10M X \$2M POL/EPL	295,525	310,641	14,698	5.18%
16	. POL/EPL	675,457	819,155	141,916	21.90%
17	Environmental Fund	382,685	379,003	(3,548)	-0.96%
18	SubTotal Premiums	5,610,558	6,124,743	497,030	9.14%
19	Total Loss Fund	9,823,433	10,107,743	285,223	3.04%
20					
II. Expenses, Fees & Contingency					
22					
23	Claims Adjustment	203,975	208,055	4,080	2.00%
24	Litigation Mangement	100,000	100,000	0	0.00%
25	Safety Director	178,568	182,139	3,571	2.00%
26	Consultant	0			
27	Safety Expo	14,245	14,245	0	0.00%
28	Incentive	2,660	2,660	0	0.00%
29	Breakfast	1,064	1,064	0	0.00%
30	Communication	14,893	14,893	0	0.00%
31	MEL Safety Institute	70,274	71,148	874	1.31%
32	Misc	707	707	0	0.00%
33					
34	Administration	317,604	323,956	6,352	2.00%
35	Actuary	35,369	36,076	707	2.00%
36	Auditor	22,231	22,676	445	2.00%
37	Attorney	20,996	21,416	420	2.00%
38	Treasurer	22,127	22,570	443	2.00%
39	Internal Auditor	11,015	11,235	220	2.00%
40	Underwriting Manager	89,731	91,526	1,795	2.00%
41	Director's Fee	19,800	19,800	0	0.00%
42	. Contingency	131,203	50,000	(106,885)	-99.45%
43	. Producer Commission	707,228	721,398	12,589	1.86%
44	Total Exp, Comms & Surplus	1,963,690	1,915,564	(75,389)	-3.95%
45	Total Loss Fund and Expenses	11,787,123	12,023,307	209,834	1.86%

LONG BRANCH SEWERAGE AUTHORITY
150 JOLINE AVENUE
P.O. BOX 720
LONG BRANCH, NJ 07740



FORM A (1 of 3 pages)

APPLICATION FOR CONCEPTUAL REVIEW
FILL IN AS EACH ITEM MAY APPLY - USE N/A IF NON-APPLICABLE

LBSA PROJECT NO. _____ DATE: 12/15/2020

Application for **CONCEPTUAL REVIEW OF SEWERAGE FACILITIES IN LONG BRANCH, COUNTY OF MONMOUTH, STATE OF NEW JERSEY**. This application must be filed in duplicate with the Executive Director of the Authority, accompanied by all applicable fees in cash or certified check made payable to the "Long Branch Sewerage Authority". All questions must be filled in; incomplete forms will not be accepted.

Application is hereby made for conceptual review of proposed sewerage facilities for a ruling on the system layout, characteristics, capacity and off-site requirements.

- Applicant's Name JAMES LOBLONDO Tax ID No. _____
Address 931 OCEAN AVE.
SEABRIGHT, N.J. 07760 Phone () 732-539-1522
Contact Person Name SAME ↑ Phone () 11
- Name of Present Property Owner THE ENCLAVE AT WEST END, LLC
Address 931 OCEAN AVE.
SEABRIGHT, N.J. 07760 Phone () 732-539-1522
- Interest of applicant if other than owner of property _____
- If a subdivision, date classified as major subdivision by Planning Board.

- Development Name THE ENCLAVE AT WEST END

FILE, TOM

1-2

FORM A (2 of 3 pages)
APPLICATION FOR CONCEPTUAL REVIEW

6. Key Location or Street Location of Project 221, 235, 237 BRIGHTON AVE.

Block No. 117 Lot No(s). 26, 27, 28

7. Number of proposed lots to be sewered —

Number of units as per applicable LBSA Rules and Regulations 20

8. Area of entire tract 83,179 S.F. and portion being sewered

83,179 S.F.

9. Development Plans:

a. Construction of structures for sale (yes) ☒ (no) ☐.

lease (yes) ☐ (no) ☐.

b. Other _____

10. New Jersey Licensed Engineer designing sewerage plan:

Firm CHARLES SURMONTÉ, P.E. & PLS

Name of Engineer CHARLES SURMONTÉ License No. 35885

Address 301 MAIN STREET,

ALLENHURST, N.J. 07711 Phone () 732-660-0604

11. Attorney: Firm THOMAS HIRSCH, ESQ.

Name of Attorney _____

Address 3350 ROUTE 138, BLDG. 1, SUITE 214

WALL, N.J. 07719 Phone () 732-280-2100

12. Does applicant or owner agree to convey by deed to the Long Branch Sewerage Authority easements for all sanitary sewer locations and all rights to sewer system?

YES

FORM A (3 of 3 pages)
APPLICATION FOR CONCEPTUAL REVIEW

13. a) Describe proposal for sewage disposal:

TO EXTEND THE SEWER MAIN FROM A PREPARED DOGHOUSE
MANHOLE ON BRIGHTON AVENUE TO SERVICE (20) TOWNHOMES

b) Describe quality and quantity of waste:

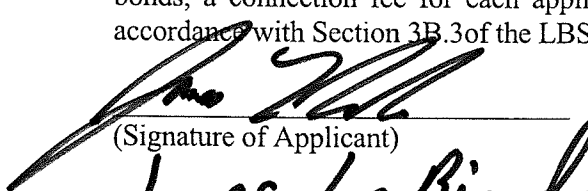
DOMESTIC, 20 UNITS X 300 GPD = 6,000 GPD

14. List plans and other material accompanying application, and number of each:*

ITEM	NUMBER
a. <u>PRELIMINARY & FINAL MAJOR SITE PLAN</u>	<u>3</u>
b. _____	_____
c. _____	_____
d. _____	_____
e. _____	_____

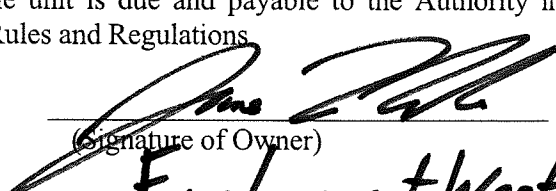
15. Applicant and owner have read the LBSA Rules and Regulations and fully understand all necessary requirements. Yes ☒

IN ADDITION to the payment of applicable filing fees, escrow deposits and the posting of bonds, a connection fee for each applicable unit is due and payable to the Authority in accordance with Section 3B.3 of the LBSA Rules and Regulations.


(Signature of Applicant)

James Lo Biondo
(Name of Applicant, typed/printed)

Managing Member
(Applicant's Position or Title)


(Signature of Owner)

Enclave at West End LLC
(Name of Owner, typed/printed)

Managing Member
(Owner's Position or Title)


* Attach 3 prints of your plans.

SURFRIDER BEACH CLUB, LLC

931 OCEAN AVE
SEA BRIGHT, NJ 07760-2190

DATE 12/15/20 55-138-212

PAY TO THE ORDER OF Forg Beach Sewerage Authority \$ 1,100⁰⁰
Eleven Hundred & 00/100

DOLLARS  Security Features Included. Details on Back.



ATLANTIC HIGHLANDS OFFICE
1 BAYSHORE PLAZA
ATLANTIC HIGHLANDS, NEW JERSEY 07716 178

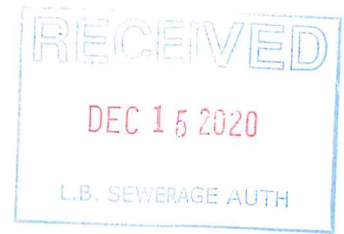
FOR _____

[Signature]

MP

⑈001035⑈ ⑆021201383⑆ ⑈000041519477⑈

LONG BRANCH SEWERAGE AUTHORITY
150 JOLINE AVENUE
P.O. BOX 720
LONG BRANCH, NJ 07740



FORM E-5 (Page 1 of 2)

APPLICATION FOR DISCONNECTION OF SEWERAGE FACILITIES

PERMANENT DISCONNECTION

(RECONNECTION FEE WILL APPLY)

OR

TEMPORARY DISCONNECTION

(ACCOUNT MUST STAY ACTIVE)

Date _____

Application for **DISCONNECTION OF EXISTING SEWERAGE FACILITIES IN LONG BRANCH, COUNTY OF MONMOUTH, STATE OF NEW JERSEY.** This application must be filed with the Executive Director of the Authority, accompanied by plan showing the proposed plumbing layout and/or connection. Please answer all questions.

1. Applicant's Name Philip Dohme

Address 143 Long Branch Avenue

Long Branch, NJ 07740 Phone (732) 870-2292

Contact Person Name Philip Dohme Phone (732) 870-2292

2. Name of Present Property Owner Philip Dohm

Address 143 Long Branch Avenue

Long Branch, NJ 07740 Phone (732) 870-2292

3. Key Location or Street Location of Project 143 Long Branch Avenue

TOM, FILE

1-3

Block No. 308 Lot No. 37

4. Number of proposed lots to be disconnected 1

Number of laterals to be disconnected 1

5. New Jersey Licensed Plumber performing the work:

Firm

Name of Plumber Leroy Garafina Lic. No. 4493

Address 9 Karen Ct Phone (32) 493-1678

6. Describe proposal for disconnection: (See Section 4.7 of LBSA Rules and Regulations)

Demolition of Existing structure.

7. Owner and applicant have read the LBSA Rules and Regulations and fully understand all necessary requirements. Yes ☒

The Authority must be notified 24 hours in advance of the proposed disconnection, and an Authority Inspector must be in attendance.


(Signature of Owner)


(Signature of Applicant)

Philip Dohme
(Name of Owner, typed/printed)

Philip Dohme
(Name of Applicant, typed/printed)

Owner
(Owner's Position or Title)

owner
(Applicant's Position or Title)

APPLICANT MUST STILL REACH OUT TO THE CITY'S PLUMBING SUB CODE OFFICIAL FOR THEIR INSPECTIONS / APPROVALS

DEC 17 2020
Certified

Borough of West Long Branch Zoning Board of Adjustment
[NOTE: Applicant is responsible for adding information required to satisfy Public Hearing Notice requirements pursuant to N.J.S.A. 40:55D-11 & 12]

PLEASE TAKE NOTICE that the Zoning Board of Adjustment (Board) of the Borough of West Long Branch will hold a virtual/remote public hearing on December 17, 2020 at 7:30 p.m. to consider the application of Smack/Paolantonio for premises known as Lot 8.01 in Block 50 as shown on the Official Tax Map of the Borough of West Long Branch and located at 148 Whalepond Road, West Long Branch, New Jersey.

The applicant seeks the following relief:

To appeal the denial of the zoning permit 2020-198 which sought a permit to modify a second kitchen area into a great room with a wet bar and for removal of the section of existing cabinets and counter as well as all cooking elements, removing oven and microwave. This was a modification of a prior variance resolution authorizing the second kitchen.

The applicant will also seek to determine the applicability of zoning ordinance 18.3.2, definition of "dwelling unit" within the West Long Branch Borough Ordinances.

Due to the current Coronavirus/COVID-19 State Directives, the above meeting will be conducted virtually/remotely via the Zoom operating system. This remote meeting is open to the public, and interested parties are invited to participate. To join the meeting via smart phone, computer or tablet, use the following web address:

Join Zoom Meeting

<https://zoom.us/j/97016071239?pwd=QTViVVdVNEJlZmhORDNRTnBiL1J3QT09>

<https://zoom.us/j/97016071239?pwd=QTViVVdVNEJlZmhORDNRTnBiL1J3QT09>

Meeting ID: 970 1607 1239

Passcode: 980695

One tap mobile

+13017158592,,97016071239#,,,,,0#,,980695# US (Washington D.C)

+13126266799,,97016071239#,,,,,0#,,980695# US (Chicago)

Interested parties do not need a computer, smart phone or tablet to participate. You may also participate by calling in from a landline or cell phone. Dial in using one of the following numbers:

Dial by your location

+1 301 715 8592 US (Washington D.C), +1 312 626 6799 US (Chicago), +1 929 436 2866 US (New York),
+1 253 215 8782 US (Tacoma), +1 346 248 7799 US (Houston), +1 669 900 6833 US (San Jose)

Meeting ID: 970 1607 1239

Passcode: 980695

Find your local number: <https://zoom.us/j/97016071239>

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BOROUGH OF WEST LONG BRANCH
COUNTY OF MONMOUTH

DEC 17 2020
Certified

IN THE MATTER OF THE APPLICATION
OF WEST LB REALTY, INC. FOR PREMISES
KNOWN AS LOT 32 IN BLOCK 67
ON THE OFFICIAL TAX MAP OF THE BOROUGH OF WEST LONG BRANCH
ALSO KNOWN AS 207 MONMOUTH ROAD (STATE HIGHWAY 71),
WEST LONG BRANCH

**NOTICE OF
PUBLIC HEARING**

PLEASE TAKE NOTICE that the Zoning Board of Adjustment of the Borough of West Long Branch will hold a virtual/remote public hearing on December 17, 2020 at 7:30 p.m. to consider the application of West LB Realty, Inc. for premises known as Lot 32 in Block 67 as shown on the Official Tax Map of the Borough of West Long Branch and located at 207 Monmouth Road (State Highway 71), West Long Branch, New Jersey.

Notice is hereby given that the undersigned has applied to the West Long Branch Zoning Board of Adjustment for the following:

The Applicant is the owner of the property located at 207 Monmouth Road (State Highway 71) in West Long Branch NJ. This property is also known as Block 67, Lot 32. The Applicant is seeking approval to use a portion of the existing one (1) story commercial building as storage for a hardwood floor contractor and the remainder of the building as the existing gas station office, existing auto repair facility and existing storage of vehicles. Since the mix of the use of a gas station, auto repair facility, storage of vehicles and hardwood floor contractor is not specifically permitted in the OP Office Professional Zone, a d(1) use variance is required pursuant to Section 40:55D-70.1.d(1) of the Municipal Land Use Law. In addition, the individual uses are not specifically permitted. The additional use of the existing building is an expansion of a non-conforming use, a d(2) variance is required.

The existing site has a number of preexisting non-conformities. Applicant also seeks, if required, variances for any existing non-conformities as this is an existing building and site. No improvements to the site are contemplated at this time which would require any new variances. All of the variances cited by the Board Engineer were previously approved by resolutions dated April 26, 2012 and November 15, 2012.

Applicant expressly makes application for any additional variances, exceptions, waivers and other approvals as reflected on the filed plans (as same may be further amended from time to time without further notice) and as may be determined to be necessary by the Board during the review and processing of the application.

Due to the current Coronavirus/COVID-19 State Directives, the above meeting will be conducted virtually/remotely via the Zoom operating system. This remote meeting is open to the public, and interested parties are invited to participate. To join the meeting via smart phone, computer or tablet, use the following web address:

Join Zoom Meeting
<https://zoom.us/j/97016071239?pwd=QTViVVdVNEJlZmhORDNRTnBiL1J3QT09>
Meeting ID: 970 1607 1239
Passcode: 980695
One tap mobile
+13017158592,,97016071239#,,,,,0#,,980695# US (Washington D.C)
+13126266799,,97016071239#,,,,,0#,,980695# US (Chicago)

Interested parties do not need a computer, smart phone or tablet to participate. You may also participate by calling in from a landline or cell phone. Dial in using one of the following numbers:

Dial by your location

+1 301 715 8592 US (Washington D.C), +1 312 626 6799 US (Chicago), +1 929 436 2866 US (New York), +1 253 215 8782 US (Tacoma), +1 346 248 7799 US (Houston), +1 669 900 6833 US (San Jose)

Meeting ID: 970 1607 1239

Passcode: 980695

Find your local number: <https://zoom.us/j/abvfm1uWhp>

Members of the public accessing through the computer, smart phone or tablet may participate by raising their virtual hand and those calling in may participate by dialing *9 on their phones to "raise their hand" in the virtual meeting. The meeting host will either call your name or the last 3 digits of your phone number when it is your turn to participate. At that point, you will be unmuted to speak and you must state your name and address.

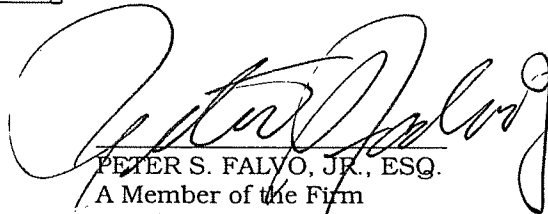
Application materials and supporting documents for this application will be on file and available for viewing no less than ten (10) days in advance of the meeting. Application materials will be posted online and can be obtained via: <https://www.westlongbranch.org>.

Those wishing to view paper copies of the application materials in advance of this hearing may do so between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday (with the exception of the legal holidays) at the Board office located at the West Long Branch Municipal Complex, 965 Broadway, West Long Branch, NJ 07764. Contact the Board Secretary at the contact number or email address below to make arrangements.

It is recommended that interested parties submit to the Board Secretary no later than forty-eight (48) hours in advance of the hearing date, any exhibit materials they wish to present during this hearing. Please send such exhibit materials via email to cdegenaro@westlongbranch.org

PLEASE TAKE FURTHER NOTICE that you are privileged to attend this virtual/remote public hearing either by web conference or telephone as outlined above, and to present any and all comments you may have regarding this application. The hearing may be continued without further notice to such additional or other dates as the Board may determine.

If you have any questions regarding this notice, or if at the time of the meeting you are having difficulty accessing the meeting or need assistance doing so, contact the Board Secretary, ChrisAnn DeGenaro at 201-892-2332 or via email at cdegenaro@westlongbranch.org



PETER S. FALVO, JR., ESQ.
A Member of the Firm
Ansell, Grimm & Aaron, P.C.
Attorneys for the Applicant

December 4, 2020

virtual meeting notice of hearing
Borough of West Long Branch Zoning Board of Adjustment

DEC 17 2020
Certified

PLEASE TAKE NOTICE that the Zoning Board of Adjustment of the Borough of West Long Branch will hold a virtual/remote public hearing on December 17, 2020 at 7:30 p.m. to consider the application of Tina Marie Trace for premises known as Lot 5.01 in Block 112 as shown on the Official Tax Map of the Borough of West Long Branch and located at 10 Homestead Avenue, West Long Branch, New Jersey.

The applicant seeks the following relief: Impervious Lot Coverage for installation of patio pavers, 40% is permitted per Section 18-5.1; whereas 57.2% is proposed, together with any and all variances as determined to be necessary.

Due to the current Coronavirus/COVID-19 State Directives, the above meeting will be conducted virtually/remotely via the Zoom operating system. This remote meeting is open to the public, and interested parties are invited to participate. To join the meeting via smart phone, computer or tablet, use the following web address:

Join Zoom Meeting

<https://zoom.us/j/97016071239?pwd=QTViVVdVNEJlZmhORDNRTnBiL1J3QT09>

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+1 253 215 8782 US (Tacoma), +1 346 248 7799 US (Houston), +1 669 900 6833 US (San Jose)

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Passcode: 980695

Find your local number: <https://zoom.us/u/abvfm1uWhp>

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Application materials and supporting documents for this application will be on file and available for viewing no less than ten (10) days in advance of the meeting. Application materials will be posted online and can be obtained via: <https://www.westlongbranch.org>. Those wishing to view paper copies of the application materials in advance of this hearing may do so between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday (with the exception of the legal holidays) at the Board office located at the West Long Branch Municipal Complex, 965 Broadway, West Long Branch, NJ 07764. Contact the Board Secretary at the contact number or email address below to make arrangements.

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It is recommended that interested parties submit to the Board Secretary no later than forty-eight (48) hours in advance of the hearing date, any exhibit materials they wish to present during this hearing. Please send such exhibit materials via email to cdegenaro@westlongbranch.org

PLEASE TAKE FURTHER NOTICE that you are privileged to attend this virtual/remote public hearing either by web conference or telephone as outlined above, and to present any and all comments you may have regarding this application. The hearing may be continued without further notice to such additional or other dates as the Board may determine.

If you have any questions regarding this notice, or if at the time of the meeting you are having difficulty accessing the meeting or need assistance doing so, contact the Board Secretary, ChrisAnn DeGenaro at 201-892-2332 or via email [at cdegenaro@westlongbranch.org](mailto:cdegenaro@westlongbranch.org)

December 2, 2020

Morgan Engineering, LLC
Engineer for Applicant

December 16, 2020
Via FedEx Ground

Long Branch Sewage Authority
150 Joline Ave
Long Branch, NJ 07740

Attn: Thomas Roguski
Executive Director



**RE: OCNJ Capital, LLC
Proposed 7- Eleven
Block 243, Lot 6 & 7
671 Broadway
City of Long Branch
Monmouth County, NJ
DEC# 1662-99-003
MC Project No. LBS-292**

Dear Mr. Roguski,

On behalf of our client, OCNJ Capital, LLC, this letter shall serve as the formal resubmission to the Long Branch Sewage Authority towards issuance of Sewer Service Approval for the above referenced project. Enclosed please find the following documents for your review:

- Two (2) signed and sealed copies of the Plumbing Plans, prepared by Architrave Group, PC, dated 2/19/2020, last revised 11/16/2020;
- Two (2) signed and sealed copies of the Preliminary and Final Major Site Plan drawings, prepared by our office, dated 3/1/2018, last revised 11/18/2020; and
- One (1) CD containing a PDF of the Plumbing Plans.

This letter shall serve to address the comments and conditions set forth in the following:

- LBSA Engineer's Review Letter, prepared by John D. VanDorpe, PE of Maser Consulting, PA, dated July 6, 2020

1904 Main Street, Lake Como, NJ 07719 T. 732-974-0198

245 Main Street, Suite 110, Chester, NJ 07930 T. 908-879-9229
8 Robbins Street, Suite 102, Toms River, NJ 08753 T. 732-974-0198
826 Newtown Yardley Rd., Suite 201, Newtown, PA 18940 T. 267-685-0276
50 Park Place, Mezzanine Level, Newark, NJ 07102 T. 973-755-7200

100 NE 5th Avenue, Suite B2, Delray Beach, FL 33483 T. 561-921-8570
6925 Portwest Drive, Suite 100, Houston, TX 77024 T. 281-789-6400
714 S. Greenville Avenue, Suite 100, Allen, TX 75002 T. 972-534-2100
100 North 18th Street, Suite 300, Philadelphia, PA 19103 T. 215-253-4888

TOM FILE

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In order to facilitate your review, below please find an itemized response:

1. Enclosed please find the final Site Plan drawings for your review.
2. Enclosed please find the Plumbing Plans for your review. As requested, both hard copies and a PDF have been provided.
3. Information. No response required.
4. The performance bond has been submitted under separate cover.
5. The inspection fee has been submitted under separate cover.
6. Information. No response required.
7. Information. No response required.
8. Information. No response required.
9. Information. No response required.

Please review the enclosed documents towards issuance of Sewer Service Approval at your earliest convenience.

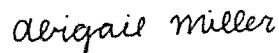
Should you have any questions, comments or require additional information, please do not hesitate to contact our office.

Sincerely,

DYNAMIC ENGINEERING CONSULTANTS, PC



Matthew J. Bersch, PE



Abigail L. Miller

Enclosures

cc: Raymond Eshaghoff (via email)



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists



Corporate Headquarters
331 Newman Springs Road, Suite 203
Red Bank, NJ 07701
T: 732.383.1950
F: 732.383.1984
www.maserconsulting.com

December 21, 2020

VIA HAND DELIVERY

Mr. Thomas Roguski, Executive Director
Long Branch Sewerage Authority
150 Joline Avenue
P.O. Box 720
Long Branch, NJ 07740-0702

Re: Hoey Pump Station Force Main Replacement
Contracts
Long Branch Sewerage Authority
Long Branch, Monmouth County, New Jersey
MC Project No. LBS-275

Dear Mr. Roguski:

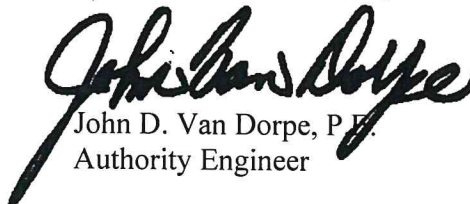
Enclosed, for your review and execution, please find five (5) original copies of the Contract, for the above referenced project. The enclosed Contracts were previously executed by Earle Asphalt Company.

It is respectfully requested that the enclosed Contracts be executed and returned to this office for binding and distribution.

Should you have any questions or require any additional information, please do not hesitate to contact me.

Very truly yours,

MASER CONSULTING, INC.


John D. Van Dorpe, P.E.
Authority Engineer

JVD/msd
Enclosures

\\HQFAS1\General\Projects\Lbs\LBS-275\Correspondence\OUT\201221_jvd_Roguski_Contracts.docx

Maser Consulting will be known as Colliers Engineering & Design in 2021

TOM FILE

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Long Branch Sewerage Authority

150 Joline Avenue

P.O. Box 720

Long Branch, NJ 07740-0702

(732) 222-0500

Fax (732) 222-7947

Thomas J. George
Chairman

Michael Booth
Vice-Chairman

Donald S. Riley
Secretary

David G. Brown
Treasurer

Bryan I. Larco
Asst. Sec. Treas.

Thomas Roguski
Executive Director

Wiss & Co., LLP
Accountants

Maser Consulting, P.A.
Consulting Engineers

John L. Bonello
Counsel

December 21, 2020

Kevin J. Hayes, Sr.
InSite Engineering, LLC
1955 Route 34, Suite 1A
Wall, NJ 07719



VIA EMAIL ONLY

Re: Long Branch Sewerage Authority
Letter of Service Availability
1035 Ocean Avenue
Block 29, Existing Lots 2 & 5
Block 29, Proposed Lot 2.02
City of Long Branch, Monmouth County, New Jersey

Dear Mr. Hayes:

Please be advised that we have received your letter and Sheet C300 "Subdivision Plat," copies of which are attached herein for reference, requesting a Letter of Service Availability for the above referenced property. Based upon our review of the information presented in your letter, plat and during our subsequent discussions, the Long Branch Sewerage Authority (LBSA) currently has capacity to serve the proposed single-family home, located at 1035 Ocean Avenue on Block 29, Proposed Lot 2.02 (Existing Lot 2 & 5), in the City of Long Branch, New Jersey.

In order to reserve capacity for the project, an Application for Individual Connection of Residential Sanitary Sewer into Existing Long Branch Sewerage Authority System (Form E-1) must be submitted to and approved by the LBSA, and payment of Connection Fees, Construction Costs, and all other applicable fees must be made and other conditions met. A new sanitary sewer lateral is required to be installed from the sanitary sewer main in the street to the property line, at the Applicant's cost, by the Authority's Contractor. The onsite sanitary sewer lateral is the responsibility of the Applicant.

Please note that, as part of the Form E-1 Application, existing sanitary sewer laterals must be shown on the subdivision plan to ensure that individual laterals serving any subdivided properties (Existing Lots 2 & 5) remain on that subdivided property only. If any existing laterals are routed through Proposed Lot 2.02, a private sanitary sewer easement shall be required between the affected lots.

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InSite Engineering, LLC
Letter of Service Availability
Long Branch Sewerage Authority
Letter of Service Availability
1035 Ocean Avenue
Block 29, Existing Lots 2 & 5
Block 29, Proposed Lot 2.02
December 21, 2020
Page 2 of 2

Please contact me to discuss possible points of connection for the proposed single-family home and specifics of same.

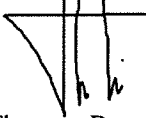
Attached please find a schematic of the sanitary sewer main in the general vicinity of the above referenced project. Please note that the attached schematic is not an as-built, and field survey of the sanitary sewer facilities is required for planning, design, etc.

The sanitary sewer facilities are shown approximately on the attached schematic and must be verified and confirmed in the field by your office. Further, the information shown on the attached schematic is based upon available information to the Authority and may not be accurate nor complete. Building sanitary sewer laterals are not shown on the attached schematic. The Long Branch Sewerage Authority makes no guarantees as to the accuracy or completeness of the information shown on the attached schematic, which must be verified and confirmed by your office.

Should you have any questions, or require additional information, please do not hesitate to contact me.

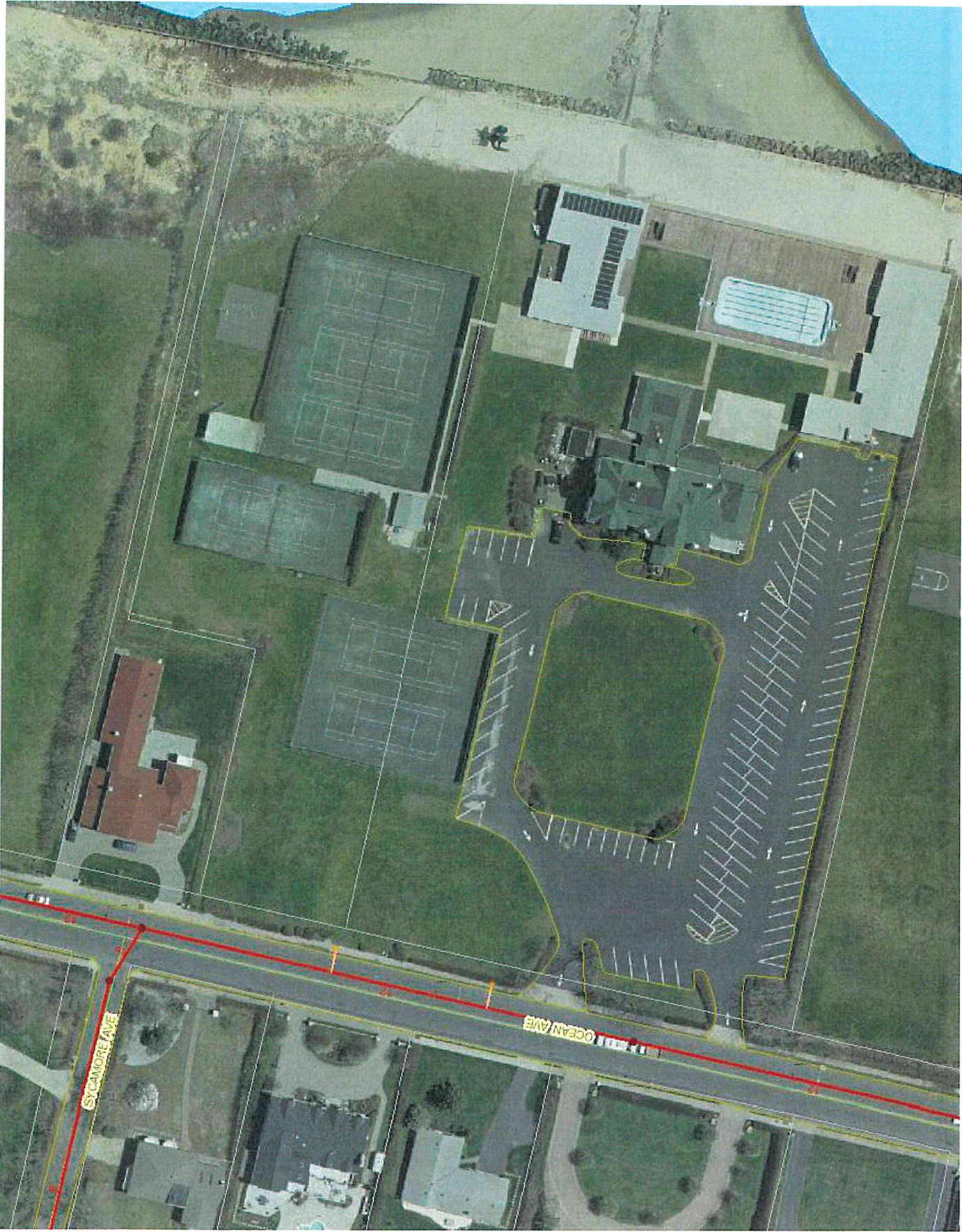
Very truly yours,

LONG BRANCH SEWERAGE AUTHORITY

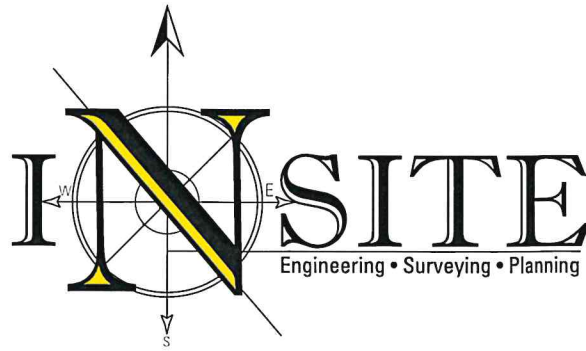
A handwritten signature in black ink, appearing to read 'Thomas Roguski', written over a horizontal line.

Thomas Roguski, PE, CME
Executive Director

TR
Enclosure



Long Branch Sewerage Authority
Attn: Thomas Roguski, Executive Director
150 Joline Avenue
PO Box 720
Long Branch, NJ 07740



December 2, 2020

Via: email

Subject: **Utility Availability Request: Sewer
Proposed Subdivision
1035 Ocean Avenue
Block 29, Lots 2 & 5
City of Long Branch, Monmouth County, New Jersey**

Dear Mr. Roguski,

InSite Engineering, LLC is currently preparing a subdivision plan for the above-referenced project located in Long Branch. The Owner/Applicant is proposing a minor subdivision and the construction of one (1) single family dwelling. Verification is required that your utility will be able to serve the proposed development with sewer service to submit for planning board approval and project financing.

Enclosed please find a Tax Map with the site clearly labeled for reference. **We kindly ask that you provide us with a letter stating that your company can provide sewer service for the proposed project.** We would also like to request any information you can provide on the location of the existing sewer infrastructure in the vicinity of the project and where our proposed sewer services could connect. We are available to meet on-site or at your office to review the sewer infrastructure and our project if that would help you respond to this request.

Thank you for your assistance in this matter. If you have any questions or require further information, please feel free to contact me anytime at (732) 531-7100 or email me at kevin.hayes@InSiteEng.net.

Sincerely,

InSite Engineering, LLC

A handwritten signature in black ink, appearing to read 'Kevin J. Hayes, Sr.'.

Kevin J. Hayes, Sr.

Attachments:

Tax Map

20-1407-01

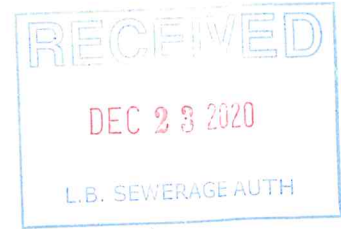
InSite Engineering, LLC

1955 Route 34, Suite 1A • Wall, NJ 07719

732-531-7100 (ph) • 732-531-7344 (fx) • InSite@InSiteEng.net • www.InSiteEng.net

Licensed in NJ, PA, DE, NY, CT, MD, NC, DC, & CO

**ASBURY PARK PRESS
AFFIDAVIT**

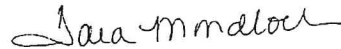


LONG BRANCH SEWERAGE
P. O. Box 720
LONG BRANCH, NJ 07740-0720

STATE OF NEW JERSEY :
COUNTY OF MONMOUTH :


Tara Mondloch, of full age, being duly sworn according to law, hereby deposes and says:

1. I am the Director - Public Notice of the Asbury Park Press.
2. For the period of October 1, 2019 to September 30, 2020, the net paid circulation for the Asbury Park Press was 33,204.
3. Based on the forgoing circulation, the rate to be charged by the Asbury Park Press for official advertising, as calculated in accordance with N.J.S.A. 35:2-1, shall be \$0.45 per line.



Tara Mondloch/Director Public Notices

Sworn to and subscribed before me
this 25th day of Nov., 2020.





State of Wisconsin, County of Brown



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

Corporate Headquarters
331 Newman Springs Road, Suite 203
Red Bank, NJ 07701
T: 732.383.1950
F: 732.383.1984
www.maserconsulting.com

December 23, 2020

VIA 1st CLASS MAIL



Mr. Jack Brownell
Jemal's Church Street School, LLC
702 H Street, Suite 400
Washington, DC 20001

Re: Long Branch Sewerage Authority
465 Church Street
City of Long Branch, Monmouth County, New Jersey
MC Project No. LBS-304

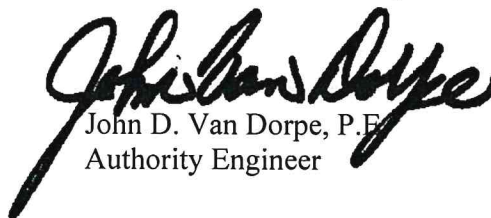
Dear Mr. Brownell:

Please find enclosed an updated punch list for the above referenced project.

Should you have any questions, or require additional information, please do not hesitate to contact me.

Very truly yours,

MASER CONSULTING, INC.


John D. Van Dorpe, P.E.
Authority Engineer

JVD/lsl/msd
Enclosure

Cc. Thomas Roguski, P.E., Long Branch Sewerage Authority (via e-mail)
Bruce Bradford, C.E.T., C.M.I., Maser Consulting, Inc. (via e-mail)
James Kennedy, P.E., Kennedy Consulting Engineers, LLC (via e-mail)
David D'Erasmus, D'Erasmus Excavating, LLC (via e-mail)

\\HQFAS1\General\Projects\Lbs\LBS-304\Correspondence\OUT\201223_jvd_xx.docx

Maser Consulting will be known as Colliers Engineering & Design in 2021

TO M, FILE

1-11



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

Corporate Headquarters
331 Newman Springs Road, Suite 203
Red Bank, NJ 07701
T: 732.383.1950
F: 732.383.1984
www.maserconsulting.com

**JEMAL'S CHURCH STREET SCHOOL
LONG BRANCH SEWERAGE AUTHORITY
CITY OF LONG BRANCH, MONMOUTH COUNTY, NEW JERSEY
DECEMBER 18, 2020
MC PROJECT NO. LBS-304**

I. CLEAN-OUT

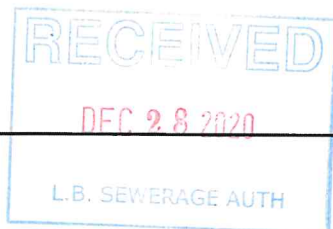
- A. Clean-out must be uncovered, cut to proper grade, with protective box and concrete marker as per plan details. Internal visual inspection to be performed.

II. AS-BUILT PLAN

- A. As-built plan to be provided.

WPW/msd

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JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALES, PE, PP, CME

TIM W. GILLEN, PE, PP, CME (1991-2019)
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

December 23, 2020

Long Branch Sewerage Authority
150 Joline Avenue
Long Branch, NJ 07740

**Re: LBSA Memo
Pleasure Bay Park Pool Improvements
275 Atlantic Avenue
Block 369, Lot 2
City of Long Branch, Monmouth County, New Jersey
CME File No.: HLB00201.01**

Dear Mr. Roguski:

Our office is in receipt of the comments provided on December 9, 2020 via email and 1st class mail concerning the above-mentioned project. This letter serves to address each of the comments from the aforementioned review memo. Italicized text is taken from the review memo for your ease of reference; bolded text represents our responses. The following items are enclosed in support of this response letter:

- Plans entitled "Pleasure Bay Park Pool Improvements, Lot 2 & Block 369" prepared by Gregory R. Valesi, PE, PP of CME Associates consisting of twelve (12) sheets, dated June 2020, last revised December 23, 2020;
 - Sanitary Sewer Report for Pleasure Bay Park Pool Improvements, Lot 2 & Block 369; City of Long Branch, Monmouth County, New Jersey, prepared by Laura J. Neumann, PE, PP of CME Associates, dated October 6, 2020, last revised December 23, 2020.
1. *Submission of two (2) signed and sealed originals and one (1) PDF of complete final drawings incorporating the following revisions:*
 - *Utility Plan (Sheet 5 of 10)*
 - *The Utility Plan shall be revised to show the same proposed sanitary sewer lateral and connection as the Sewer Plan.*

The sewer plan and the utility plan have been combined onto the utility plan, sheet 5 of 10 on the plan set. The following comments concerning the Sewer Plan have been made on the updated utility plan.

2. *Sewer Plan (Sheet 1 of 3)*
 - *The Applicant has indicated, and approval is conditional upon, a maximum filter backwash and rinse flow rate of 250 gallons per minute (gpm) for a duration of 15 minutes, once per week during summer months. The backwash time shall be coordinated with the LBSA to avoid occurrence during peak sanitary flows. Note same directly on plans.*

S:\Long Branch City\Project Files\HLB00201.01 - Pleasure Bay Park Pool Improvements\Correspondence\12-20-23 LBSA Submission Package\20-12-23 LB201 LBSA Response .docx

CONSULTING AND MUNICIPAL ENGINEERS

1460 ROUTE 9 SOUTH • HOWELL, NEW JERSEY 07731 • (732) 462-7400 • FAX: (732) 409-0756

Tom File

1-12



Long Branch Sewerage Authority
Re: Pleasure Bay Park Pool Improvements

December 23, 2020
Our File No. HLB0201.01
Page 2

Note has been added on utility plan.

- *Sanitary sewer lateral minimum cover shall be three (3') feet. If a minimum cover of three (3') feet cannot be provided, ductile iron pipe (Class 52) shall be provided. Cover of less than two and one-half (2.5') feet shall not be permitted. Note same directly on plans.*

Note has been added on utility plan. Also, the sewer profile has been revised to indicate a 3' foot cover line from grade. Per direction from the LBSA's professionals, the invert elevations and slope of the proposed laterals has been revised so that the all laterals have minimum 3' cover. The sewer report has also been revised to indicate the capacity of the pipe with the new slopes.

- *Revise the sewer connection to be 1 ft higher than the existing inverts.*

The invert elevation of the 8" service connection has been raised to -0.20 per direction from the LBSA's professionals.

- *The following Utility Notes shall be provided:*
 - *The Contractor shall perform test pits to verify existing utility depths, sizes, and locations prior to connecting the proposed sanitary sewer lateral to the existing sewer main. The Contractor shall notify the Engineer in writing of any conflicts so that design modifications can be made.*
 - *Any damage caused to the Long Branch Sewerage Authority sanitary sewer system as a result of construction activities, as solely determined by the Long Branch Sewerage Authority, shall be repaired by the Contractor/Applicant, at the Contractor's/Applicant's cost, to the satisfaction of the Authority.*
 - *All work shall be performed in accordance with Long Branch Sewerage Authority Rules and Regulations and Standard Details.*
 - *Prior to acceptance, the sanitary sewer facilities shall be tested in accordance with Long Branch Sewerage Authority Rules and Regulations and witnessed and approved by the Authority.*
 - *Prior to acceptance, As-Built Plans, both in electronic and paper formats, for the sanitary sewer lateral, shall be submitted to Long Branch Sewerage Authority for review and approval.*

Notes have been added to the on the utility plan.

- *Submission of two (2) signed and sealed originals and one (1) PDF copy of the Sanitary Sewer Construction Specifications incorporating the following revisions:*
 - *Include Section 9 – Technical Design and Construction Standards*
 - *Include Section 10 – Inspection and Testing of Installed Facility*



Long Branch Sewerage Authority
Re: Pleasure Bay Park Pool Improvements

December 23, 2020
Our File No. HLB0201.01
Page 3

Sanitary Sewer Report has been revised to include Section 9 and Section 10

- *The Applicant's compliance with any additional revisions/comments that may be required upon review of submittal and/or resubmittal documents.*

Informational. No response required.

- *In accordance with the enclosed LBSA Attorney's Letter, Connection fees may be waived for this Application.*

Informational. No response required.

- *Two (2) weeks prior to the anticipated start of construction, notification shall be provided to LBSA to allow for the scheduling of a pre-construction meeting.*

Will Comply.

- *Operation and maintenance of the on-site sanitary sewer lateral, exclusively serving the Pleasure Bay Park, shall be the responsibility of the property owner(s).*

Informational. No response required.

- *Even though operation and maintenance of the on-site sanitary sewer lateral, exclusively serving the Pleasure Bay Park, will be the responsibility of the property owner(s) after the facilities have been constructed, the Applicant is required to install the on-site sanitary sewer facilities in accordance with LBSA Standards.*

Informational. No response required.

Should you have any questions or require any further information, please do not hesitate to contact this office.

Very truly yours,

CME Associates

Laura Neumann

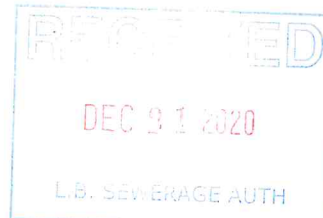
Laura J. Neumann, PE, PP
City Engineer's Office

LJN/MG



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

Corporate Headquarters
331 Newman Springs Road, Suite 203
Red Bank, NJ 07701
T: 732.383.1950
F: 732.383.1984
www.maserconsulting.com



LETTER OF TRANSMITTAL

To: Long Branch Sewerage Authority
150 Joline Avenue
P.O. Box 720
Long Branch, NJ 07740-0702

Date: December 15, 2020	Job No.: LBS-307, LBS297, LBS-275
Attention: Thomas Roguski, P.E.	
Re: Long Branch Sewerage Authority	
VIA 1st CLASS MAIL	

WE ARE SENDING YOU:

<input checked="" type="checkbox"/> Attached	<input type="checkbox"/> Under separate cover _____ the following items:	
<input type="checkbox"/> Shop Drawings	<input type="checkbox"/> Prints	<input type="checkbox"/> Plans
<input type="checkbox"/> Samples	<input type="checkbox"/> Specifications	<input type="checkbox"/> Copy of Letter
<input type="checkbox"/> Change order		

COPIES	DATE	REVISED	NO.	Description
1	9/24/2020		3	Affidavit – LBS-307 – 2021 Annual Contract
1	10/28/2020		3	Affidavit – LBS-307 – 2021 Annual Contract
1	8/25/2020		4	Affidavit – LBS-275 – Hoey Pump Station
1	9/24/2020		3	Affidavit – LBS-297 – Lincoln Gardens Pump Station

THESE ARE TRANSMITTED as checked below:

<input type="checkbox"/> For approval	<input type="checkbox"/> Approved as submitted	<input type="checkbox"/> Resubmit copies for approval
<input type="checkbox"/> For your use	<input type="checkbox"/> Approved as noted	<input type="checkbox"/> Submit copies for distribution
<input type="checkbox"/> As Requested	<input type="checkbox"/> Returned for corrections	<input type="checkbox"/> Returned corrected prints
<input type="checkbox"/> For review and comment		
<input type="checkbox"/> FOR BIDS DUE:	<input type="checkbox"/> PRINTS RETURNED AFTER LOAN TO US	

REMARKS:

Copy To:

Signed: John D. Van Dorpe, P.E.

\\HQFAS1\General\Projects\Lbs\LBS-307\Correspondence\OUT\201215_jvd_Roguski_Affidavits.docx

Maser Consulting will be known as Colliers Engineering & Design in 2021

Affidavits filed

1-13



December 28, 2020

Thomas Roguski, Executive Director
Long Branch Sewerage Authority
150 Joline Avenue, PO Box 720
Long Branch, NJ 07740-0700

Dear Mr. Roguski,

Thank you for allowing Phoenix Advisors to serve as your Continuing Disclosure Agent and Independent Registered Municipal Advisor ("IRMA"). By selecting Phoenix Advisors, you recognize the importance of sound financial practices. You can be assured of your compliance with your Secondary Market disclosure requirements and have us on-hand as your resource for any finance-related needs.

Our 2021 Agreement and crucial information concerning requirements imposed by the Securities & Exchange Commission, which requires posting to EMMA an Event Notice anytime you incur a new financial obligation, if material, is included here. Please read this carefully and call us if you have any questions.

To ensure uninterrupted service, please return an executed copy of the Agreement as soon as possible. We are pleased to report that we are holding our Disclosure Agent fees at last year's level. We will invoice all costs of our service, base, and activity-related fees at yearend.

The process of monitoring, collecting, assembling, recording, and filing your documents and Event Notices is detailed and complicated. But it is one at which Phoenix Advisors is expert. You honor us, Phoenix Advisors, by entrusting this to us.

Very Truly Yours,


David Thompson, CEO

tom

1-14



What Phoenix Advisors Will Do for You

Because we want you to be compliant, Phoenix Advisors is proactive in providing your information to the marketplace. Our proactive approach distinguishes us from others offering similar services. The language included in the new SEC Event requirements speaks to "material" obligations. However, as we all saw in 2014 during the SEC's MCDC Initiative, the SEC would not opine on what was, or was not, "material." Without a definition of "material" from the SEC, the market has insisted on full and complete disclosure. Our approach will be to post an Event notice on all financial obligations undertaken by our clients who have had a triggering event unless you confirm that the obligation is not material.

What We Must Do Together

If we are working on a transaction with you as your Municipal Advisor, we will post the relevant and required details to EMMA on a timely basis.

However, if we are not serving as your Municipal Advisor on a transaction, the onus will fall on you to inform us of any borrowing or financial obligation undertaken. Many of the kinds of financial obligations covered by the new SEC regulations are not knowable to us without your cooperation, especially within the stipulated timeframe. If you are to remain in compliance, it will be up to you to loop us in.

Phoenix Advisors will endeavor to help you maintain full compliance with all your current and future Secondary Market Agreements. The SEC Disclosure Events are burdensome, but with your cooperation, we can meet the challenge.

As a result of the added work required by the changes to Rule 15c2-12 there was a modest fee increase in 2019 for the added work needed to track, monitor, and post documents. We are pleased to hold our fees steady in 2021; in light of the budgetary impact of the COVID Pandemic, we are again holding the line on our fees. If you have questions or need more information, please call **609.291.0130** to speak with one of our Disclosure experts.



**2021
AGREEMENT
for
CONTINUING DISCLOSURE and
INDEPENDENT REGISTERED MUNICIPAL ADVISOR SERVICES**

THIS AGREEMENT, valid for the calendar year noted above, (the "Agreement") by and between Long Branch Sewerage Authority, 150 Joline Avenue, PO Box 720, Long Branch, NJ 07740-0700 (the "Issuer"), and Phoenix Advisors, LLC, 625 Farnsworth Avenue, Bordentown, New Jersey 08505 ("Phoenix Advisors") for the provision of professional services as more fully described in the accompanying Scope of Services.

WITNESSETH:

WHEREAS, the Issuer has heretofore agreed through the execution of Continuing Disclosure Agreements ("CDAs") in connection with one or more bond issuances to provide specific financial and other information and notices, within specified timeframes, to the marketplace in a manner prescribed by the regulators of the underwriter that purchased said bond issues; and

WHEREAS, Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") governs the many aspects of continuing disclosure; and

WHEREAS, Phoenix Advisors provides continuing disclosure agent services, has the expertise as Continuing Disclosure Agent ("Disclosure Agent"), and has hereunder been appointed by the Issuer to serve as its Disclosure Agent until the expiration of this Agreement, as defined in Section 4 herein; and

WHEREAS, Phoenix Advisors, being duly registered as a Municipal Advisor with the Securities and Exchange Commission (the "SEC") and the Municipal Securities Rulemaking Board (the "MSRB"), provides professional municipal advisory services and has heretofore been appointed by the Issuer to be its Independent Registered Municipal Advisor ("IRMA") and to offer such municipal advisory services as may be requested until the expiration of this Agreement, as defined in Section 4 herein; and

WHEREAS, the parties desire to set forth herein the terms and conditions under which Phoenix Advisors will provide such services to the Issuer.

NOW, THEREFORE, THE PARTIES HERETO, IN CONSIDERATION OF MUTUAL COVENANTS HEREIN CONTAINED AND OTHER GOOD AND VALUABLE CONSIDERATION, EACH INTENDING TO BE LEGALLY BOUND, HEREBY AGREE AS FOLLOWS:



Section 1 - CONTINUING DISCLOSURE SERVICES

- I. The Issuer's Disclosure Agent will assist the Issuer in meeting the secondary market disclosure obligations delineated in relevant CDAs and as specified under the Rule, including any required posting of any material event ("Event") notices.

The Issuer understands and acknowledges that its full cooperation is requisite to the Disclosure Agent's success assisting the Issuer in maintaining compliance with its CDAs and requirements of the Rule. The Issuer agrees that it will:

- i. Supply all documents required to be filed under its CDAs to the Disclosure Agent promptly, when available.
 - ii. Notify the Disclosure Agent immediately of any Event requiring the filing of a notice under the Rule or its CDAs.
- II. This Agreement applies to bonds issued since the effective date of the secondary market disclosure requirements of the Rule, unless said bonds are exempt under the Rule.
- III. Phoenix Advisors will perform such services relating to its role as the Issuer's Disclosure Agent to a professional standard. Described below is the scope of the Disclosure Agent services and methodology:
 - i. **Codify Issues That Are Subject to Continuing Disclosure**
To make timely and accurate disclosure filings on the MSRB's Electronic Municipal Market Access Data Port website ("EMMA"), the Disclosure Agent will obtain and examine the Issuer's Official Statements relating to the outstanding bond issues to research the requirements found in the CDAs.
 - ii. **Security Set-up**
We enter in our proprietary database details of each outstanding issue and its filing obligations. This security set-up applies our database functionality to your issues.
 - iii. **Review Data contained in Official Statements**
The Disclosure Agent will review the Issuer's Official Statements for information concerning disclosure obligations and discuss the filing or reporting obligations with the Issuer. Our review will include other financial obligations undertaken of which we are made aware.
 - iv. **Monitor, React, and Meet Filing Deadlines**
The schedule of filing dates for outstanding bond issues is part of our database to ensure that required filings are made. We monitor each client's different deadlines to ensure timely filing of necessary



documents. Our proprietary database produces ongoing reports that are used to alert the Issuer to approaching filing deadlines providing an essential safeguard for the timely filing of continuing disclosure information.

The Disclosure Agent will endeavor to gather required documents from public sources, e.g., state and local websites, to lessen the client's burden. Phoenix Advisors takes a proactive approach to client service. When we must obtain documents from clients, we provide email reminders sufficiently well in advance of upcoming deadlines, then follow up as necessary until completed on EMMA.

v. **File Financial and Operating Data to Meet Your Obligations**

In addition to filing Audited Financial information, CDAs require the filing of Operating Data. If the operating data is prepared with the assistance of the Disclosure Agent, the report will typically contain information consistent with the statistical data found in relevant Official Statements. This process often requires collaboration with the Issuer and other of the Issuer's retained professionals.

vi. **File Documents Uniformly, Accurately, and Promptly**

EMMA is a powerful resource for investors, analysts, and, importantly, underwriters that bid on debt issues. Easy identification on EMMA of filed documents is essential. The Disclosure Agent uses consistent naming and filing conventions, applying clear descriptive titles to filings, and correctly associates them with the right CUSIP on EMMA. The result is a uniform and logical chronology of data where EMMA users can easily find what they need.

The Disclosure Agent files documents on EMMA within forty-eight (48) hours of receipt. However, we file most documents on the same business day they are received.

vii. **Confirm Filings to Client Promptly**

The MSRB generates a submission confirmation for all disclosure filings made on EMMA. The Disclosure Agent will promptly send the Issuer an email copy of the MSRB's proof of required, voluntary, or Event filings made on the Issuer's behalf.

viii. **Coordinate and Submit Voluntary Information**

Voluntary filings are proper because the marketplace is hungry for information. We gather documents including Budgets, Debt Statements, and unaudited financials from issuers then file them as voluntary submissions. The more information, carefully labeled, the Issuer provides, the more professional and forthcoming their appearance is to market participants.



- ix. **Monitor Need for Material Events and Timely Filing of Notices**
There is a significant list of items that regulators deem to be Events, whose incurrence requires a notice to be posted within ten (10) business days of the Event on EMMA. The occurrence of an Event is not apparent to those who are not directly involved with a transaction or with the Issuer's financial operations. It is the Issuer's responsibility to notify the Disclosure Agent of any reportable Event.
- x. **Actively Monitor Issuer Rating Changes**
Rating changes are events that require Event Notice filing on EMMA. The Disclosure Agent's staff endeavors to regularly monitor rating agency news and updates for rating changes that affect the Issuer, and we file the appropriate Event notice. Issuers are always notified by the rating agencies when their ratings are adjusted, and when so told, the Issuer must alert the Disclosure Agent.
- xi. **Monitor Bond Insurer and Program Rating Changes**
If a municipal bond insurer or a state program, e.g., a school bond enhancement program, is affected by a rating change, then all the bonds that carry that insurance or participate in that program will undergo a rating change, too. We monitor these types of rating changes, determine which, if any, of our clients are affected, and file the appropriate Event notices.
- xii. **Provide a Comprehensive Report Each Fiscal Year**
We know the importance of documentation and well-organized files. The Disclosure Agent prepares a continuing disclosure report ("Annual Report") each year that shows every issue on which there is a continuing disclosure obligation, every filing, and every Event notice filed on the Issuer's behalf during the year on EMMA. The Annual Report also recaps a five (5) year history of the Issuers filings. Investors, underwriters of bonds, and the Issuer want to see the record of filing history. An accurate record during this timeframe is vital to the Issuer when it prepares Official Statements since a misstatement in such a document could have serious legal consequences.
- xiii. **Acceptance of Annual Report**
The Annual Report highlights any exceptions to required filings and the timeliness of filings. The Issuer must carefully review said report and relay to the Disclosure Agent within ten (10) business days any error, discrepancy, omission, or concern relating to the Annual Report's accuracy or completeness.

We, the Issuer, and Phoenix Advisors agree that after ten (10) business days, without notice from the Issuer, the Annual Report is accepted



by the Issuer is accurate and complete.

Section 2 - CONTINUING DISCLOSURE SERVICES COMPENSATION

- I. The Issuer will compensate Phoenix Advisors for its services as Disclosure Agent, as set forth below:
 - i. \$1,050 – base fee (for up to three (3) outstanding issues), plus \$100 for each additional outstanding obligation, if filings are required.
 - ii. \$450 per issue set-up charge, discounted to \$200 if Phoenix Advisors serves as Municipal Advisor on the transaction.
 - iii. \$250 for each Event filing we make under the SEC's Event Disclosure Rule. Phoenix Advisors will waive this fee if engaged as Municipal Advisor on a transaction that involves such Event filing.
 - iv. All fees are accumulated and invoiced toward the end of the relevant year.

Section 3 – INDEPENDENT REGISTERED MUNICIPAL ADVISOR

- I. Under the Dodd-Frank law, the SEC requires that any person or entity that provides advice concerning municipal securities issuance be licensed and regulated by the SEC and the MSRB to provide any such advice.
 - i. Professionals providing advice to the Issuer must hold a Municipal Advisor Series 50 license. Additionally, persons supervising the provision of municipal securities advice must possess a Series 54 Municipal Principal license.
 - ii. Phoenix Advisors professionals are Series 50 licensed and, as appropriate, a Series 54 license. Importantly, all licensees are subject to a continuing education protocol.
 - iii. Under the SEC and MSRB regulation, the Municipal Advisor owes a Fiduciary Obligation to the Issuer.



- II. There is no separate fee, financial cost, or obligation concerning the Issuer's appointment of Phoenix Advisors as the Issuer's Independent Registered Municipal Advisor ("IRMA" or "Municipal Advisor"). As the Issuer's IRMA, we will be available to answer general questions concerning outstanding debt issues, market conditions, prepare a preliminary project analysis, or preliminarily review financing proposals received by the Issuer as-requested.
 - iv. The Issuer, through the designation of an IRMA, allows third parties, primarily broker-dealer underwriting firms, but also other professional disciplines to submit proposals and ideas concerning financings to the Issuer.
 - v. Failure to actively seek advice from the Municipal Advisor means there is no one on your side appropriately licensed to advise the Issuer concerning the issuance or structure of municipal obligations, including bonds, notes, leases, or bank loans the Issuer may embark.
- III. When, and if, the Issuer requests the Municipal Advisor's involvement in a debt issuance, the undertaking of a financial obligation, an in-depth evaluation of a proposal or project, perform a consultant service, or assist with rating agency surveillance, then a separate Fee Addendum to this Agreement together with a scope of service will be provided for the Issuer's acknowledgment.

Section 4 – AGREEMENT TERM AND CONDITIONS

- I. Phoenix Advisors nor any individual representing Phoenix Advisors possess any authority concerning any decision of the Issuer or any official of the Issuer beyond the rendition of information or advice. Phoenix Advisors is not legal counsel nor an accountant and is not providing legal or accounting guidance. None of the services contemplated in this Agreement shall be construed as legal services or a substitute for legal services. The Issuer hereby acknowledges its responsibility concerning federal securities laws and represents its intention to comply in all respects with federal securities laws.
- II. This Agreement is subject to annual renewal and may be terminated by either the Issuer or Phoenix Advisors upon thirty (30) days' prior written notice.
- III. This Agreement shall be governed by the laws of the State of New Jersey.

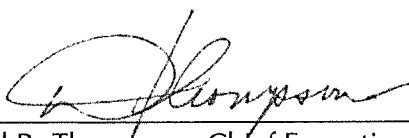


IN WITNESS WHEREOF, The Issuer and Phoenix Advisors have caused this Agreement to be duly executed by its authorized representative, as of the day and year first above written.

LONG BRANCH SEWERAGE AUTHORITY

By: _____

PHOENIX ADVISORS, LLC

By:  _____
David B. Thompson, Chief Executive Officer



SCOPE OF SERVICES – DEBT ISSUANCE

To assure that you have a complete understanding of an entire transaction Phoenix Advisors, LLC (the "Municipal Advisor"), is active at each juncture of your transactions to personally and professionally guide you and respond to your concerns and questions. Below is an outline of services that may be provided during the financing process. This outline is not finite – we expect to do those things necessary and appropriate to bring your transaction to a successful conclusion.

I. Plan Strategy and Structure

The Municipal Advisor will research and analyze your outstanding debt to craft a financing solution that satisfies your needs now and into the future. Among the services that are provided to achieve these goals are:

- a. Identify and analyze
 - i. Review relevant financing structures, options and concepts.
 - ii. Make recommendations to you based upon cost-benefit and market analysis.
- b. Develop and put forward a sound plan of finance.
 - i. Construct analyses.
 - ii. Make recommendations concerning maturity structure, credit enhancement, early redemption features, and more.
 - iii. Address existing financial strengths, weaknesses, and growth patterns.

II. Coordinate the Financing Process

The Municipal Advisor coordinates the many steps of your transaction adding organization and capability to the financing process. The Municipal Advisor will:

- a. Establish a Timetable that outlines key events, dates and responsibilities and maintain a contact list of transaction participants.
- b. Coordinate the financing by, as appropriate, scheduling meetings, assigning work product responsibility, and communicating with finance team members.
- c. Assist in obtaining the approval of oversight entities, if needed, by making appropriate application and clear and concise presentations.
- d. Provide practical business, not legal, advice as to critical components and appropriate language of financing documents to aid in their completion and market acceptance.
- e. Assist in preparation of the offering document, i.e. the Official Statement
- f. Ensure that the current needs and requirements of investors, insurers, and bidders are met by the contents of the document.
- g. Develop a rating agency strategy and prepare a comprehensive rating presentation to obtain a rating that best reflects your overall financial position.
- h. Evaluate and recommend required or value-added third-party services and products.



III. Execute the Plan

When your transaction is ready for sale, whether competitive or negotiated, your Municipal Advisor take many valuable steps the goal of which is to achieve the appropriate interest cost and successful closing. Among these steps are:

- a. Provide statistics and points of reference
 - i. Gauge the overall market climate.
 - ii. Monitor the market
 - iii. Provide a recommendation for timing of your sale
 - iv. Work to schedule your debt offering under the most advantageous market conditions available.
- b. Present information to potential investors and bidding underwriters
 - i. Alert them of your debt offering and its characteristics.
 - ii. As appropriate, coordinate and conduct to present the financing to investors.
 - iii. Act to bolster demand in the market.
- c. Assemble valuable statistics and comparisons proximate to your sale
 - i. Assist in evaluating the interest rates received
 - ii. Assure understanding of recommendations made concerning the sale.
- d. Be active in your sale
 - i. Coordinate day of sale activities
 - ii. Providing real-time translation of events during competitive bid submission.
 - iii. In negotiated transactions, have active dialogue with underwriters during the interest setting process in juxtaposition to their interests to guard yours.
- e. After the sale
 - i. Coordinate and monitor details of your closing.
 - ii. Prepare memorandum directing the movement of funds.
- f. If requested, provide information about the effective investment of the transaction's proceeds. The Municipal Advisor can serve as your agent in obtaining investments



designed to match your need for funds. In either capacity, the Municipal Advisor will not act as an investment manager.

IV. Follow-Up Reporting and Analyses

Our relationship with you is an ongoing process, not just a single transaction. As Municipal Advisor we stay by your side after closing. We will:

- a. Provide a permanent laminated debt service schedule, a clear presentation of your debt service requirements to be used during budget preparation and on debt service payment dates.
- b. Create reports and analysis summarizing your transaction suitable to share, as you may choose, with others.
- c. Monitor current debt for the opportunity to save through a refinancing.
- d. Alert you of a drop-off in debt service allowing you to layer in new debt.
- e. Review financing proposals presented to you.
- f. Regularly provide updates on the economy.
- g. Always be available to consult with you concerning any questions that arise.

SCOPE OF SERVICES - CONTINUING DISCLOSURE

Phoenix Advisors, LLC (the "Disclosure Agent") will assist the Issuer in meeting the secondary market disclosure obligations delineated in its relevant CDAs as specified under Rule 15c2-12 (the "Rule"), including the required filing of certain events requiring an event notice ("Event Notice(s)").

The Issuer understands and acknowledges that its full and complete cooperation is requisite to the Disclosure Agent's success in assisting the Issuer to maintain compliance with its CDAs and requirements of the Rule.

I. Issuer's Responsibilities

- a. Make all documents required to be filed under its CDAs available, if available, to the Disclosure Agent at least 48 hours prior to the deadline in their CDAs.
- b. Notify the Disclosure Agent, within 10 calendar days, of the occurrence of any event requiring the filing of an Event Notice under the Rule or its CDAs of such event. The events requiring such notification are:
 - i. Principal and interest payment delinquencies;
 - ii. Non-payment related defaults, if material;
 - iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
 - iv. Unscheduled draws on credit enhancements reflecting financial difficulties;
 - v. Substitution of credit or liquidity providers, or their failure to perform;
 - vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
 - vii. Modifications to rights of security holders, if material;



- viii. Bond calls, if material, and tender offers;
- ix. Defeasances;
- x. Release, substitution, or sale of property securing repayment of the securities, if material;
- xi. Rating changes;
- xii. Bankruptcy, insolvency, receivership or similar event of the obligated person;
- xiii. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
- xv. Incurrence of a financial obligation of the obligated person, if material, or Agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
- xvi. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

II. Disclosure Agent's Services

a. Codify Issues That Are Subject to Continuing Disclosure

- i. Disclosure Agent when initially engaged will obtain and examine the Issuer's Official Statements relating to its outstanding bond issues to research the requirements found in the CDAs.
- ii. Review the Issuer's financial statements for information concerning debt and lease obligations and other relevant obligations.
- iii. Discuss with the Issuer its filing and or reporting obligations.

b. Security Set-up

- i. Enter into our proprietary database details of each outstanding bond issue and financial obligation with filing requirements.
- ii. All database functions will be applied to each outstanding bond issue and financial obligation with filing requirements.
- iii. An initial Required Filing Report will be provided to the Issuer to review and confirm for accuracy.
- iv. On an ongoing basis, enter into our database new issues and obligations of which we are made aware by the Issuer.

c. Monitor, React, and Meet Filing Deadlines

- i. Actively monitor the Issuers unique deadlines to ensure timely filing of required documents.



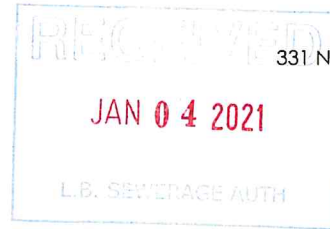
- ii. The Disclosure Agent will endeavor to gather required documents from public sources, e.g., state and local websites.
 - iii. Our database will produce messages to alert the Issuer sufficiently in advance of approaching filing deadlines of documents required to satisfy filing obligations.
 - iv. The Disclosure Agent will follow up telephonically with the Issuer regarding missing documents.
- d. File Financial and Operating Data to Meet Your Obligations
 - i. File Operating Data in addition to filing Audited Financial information.
 - ii. The Disclosure Agent will work with the Issuer to assure that Operating Data filed meets the requirements of the Issuers CDAs.
 - iii. If this process requires collaboration with other of the Issuer's retained professionals any fees of those professionals are solely the responsibility of the Issuer.
- e. Confirm Filings to Client
 - i. MSRB provides submission confirmations for all disclosure filings made on EMMA. These are forwarded electronically to the Issuer.
 - ii. It is the responsibility of the Issuer to review for accuracy and completeness and retain copies of submission confirmations in its files.
 - iii. The Disclosure Agent records EMMA filings in its database.
- f. File Documents Uniformly, Accurately, and Promptly
 - i. The Disclosure Agent uses consistent naming conventions and descriptive titles on EMMA filings to create a uniform and logical chronology of data.
 - ii. Filings are associated with the appropriate CUSIP numbers on EMMA.
 - iii. The Disclosure Agent files documents on EMMA within forty-eight (48) hours of receipt.
- g. Coordinate and Submit Voluntary Information
 - i. The Disclosure Agent will in concert with the Issuer identify relevant documents not required to be filed under the Issuer's CDAs and file them as voluntary submissions on EMMA.
 - ii. These may include, among others: budgets, debt statements, and unaudited financials.
- h. Material Events and Timely Filing of Notices.
 - i. The Rule requires the Issuer to file on EMMA certain Event Notices on EMMA of events delineated in the Rule. It is the Issuer's responsibility to make the Disclosure Agent aware of the of any such event within ten (10) calendar days of the event.
 - ii. The occurrence of an event may not be apparent to the Disclosure Agent. It is the Issuer's responsibility to notify the Disclosure Agent of any reportable event.



- i. Issuer Rating Changes
 - i. Rating changes are events which require notice to be filed on EMMA.
 - ii. Proactively, the Disclosure Agent s monitors rating agency news and web sites for rating changes that affect the Issuer and the appropriate Event Notices are filed on EMMA.
 - iii. Issuers are always notified by the rating agencies when their ratings are adjusted. It is incumbent upon the Issuer to notify the Disclosure Agent when it is so notified by the rating agencies.
- j. Monitor Bond Insurer and Program Rating Changes
 - i. If a municipal bond carries bond insurance or is supported by a state program, e.g., a school bond enhancement program, a rating change applied to such insurer or program requires an Event Notice be filed for all bonds that are supported by that insurance or program.
 - ii. These types of rating changes are monitored by the Disclosure Agent to determine which, if any, of our clients' bonds are affected based on the original offering documents, and the appropriate Event Notices are filed. It is also incumbent upon the Issuer to notify the Disclosure Agent of such rating changes.
- k. Provide a Comprehensive Report of Filings
 - i. The Disclosure Agent prepares a continuing disclosure report ("CD Report") each year that shows every issue on which there is a continuing disclosure obligation, every required filing, and every Event Notice filed on the Issuer's behalf during the year.
 - ii. The CD Report recaps a five (5) year history of the Issuer's filings.
 - iii. The CD Report is separate from the filing confirmation sent to the Issuer when each filing is made by the Disclosure Agent on EMMA.
 - iv. The Issuer must carefully review said CD Report and relay to the Disclosure Agent within ten (10) calendar days, any error, discrepancy, omission, or concern relating to the accuracy or completeness of the CD Report. It is agreed hereby that after ten (10) calendar days, and absent notice from the Issuer, the CD Report is accepted by the Issuer as accurate and complete.
 - v. Prior to the publication of an offering document relating to municipal securities, the Disclosure Agent, if made aware of such offering, will prepare an interim CD Report, for the Issuer to review and acknowledge as complete and accurate.
 - vi. Such CD Report will provide the basis for certain disclosures in the offering document. The Disclosure Agent, bond counsel and other interested parties are entitled to rely on such acknowledgement.
 - vii. An accurate record relating to the 5-year timeframe is important to the Issuer when it prepares Official Statements since a misstatement in such a document could have serious legal consequences.



Engineers
Planners
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Environmental Scientists



Corporate Headquarters
331 Newman Springs Road, Suite 203
Red Bank, NJ 07701
T: 732.383.1950
F: 732.383.1984
www.maserconsulting.com

December 23, 2020

VIA E-MAIL

Mr. Anthony Ferrentino
NJDOT
1035 Parkway Avenue
Trenton, NJ 08625

Re: Long Branch Sewerage Authority
Rt. 36, Clifton Avenue to CR 520, Resurfacing
NJDOT
City of Long Branch, Monmouth County, New Jersey
MC Project No. LBS-309

Dear Mr. Ferrentino:

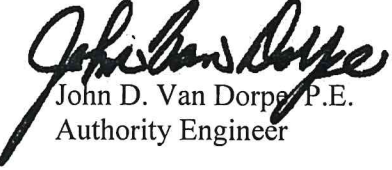
Please be advised that I have received and reviewed highway resurfacing plans submitted by the NJDOT. The submitted plans have been marked up to depict the current sanitary sewer system within the proposed resurfacing area, as based on the Long Branch Sewerage Authority's GIS VueWorks. The marked-up plans are enclosed. The installation date of the sanitary sewers is 1968.

Please note that the enclosed mark-ups are in accordance with the available existing records. All sanitary facilities shall be field verified by a licensed surveyor prior to roadway resurfacing.

Should you have any questions, or require additional information, please do not hesitate to contact me.

Very truly yours,

MASER CONSULTING, INC.


John D. Van Dorpe P.E.
Authority Engineer

JVD/lsl/msd
Enclosures

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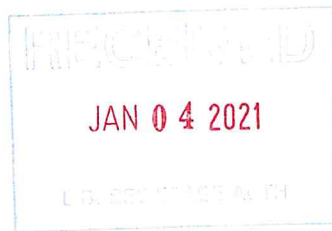
Maser Consulting will be known as Colliers Engineering & Design in 2021

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Engineers
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January 4, 2021

Mr. Thomas Roguski, Executive Director
Long Branch Sewerage Authority
150 Joline Avenue
P.O. Box 720
Long Branch, NJ 07740

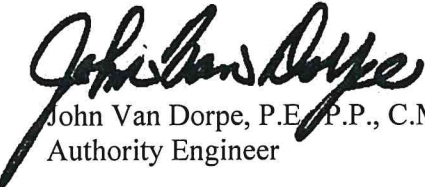
Re: Renewal and Replacement Fund - 2021
(Maintenance and Reserve Account)

Dear Mr. Roguski:

In accordance with the requirements of the General Bond Resolution for the Long Branch Sewerage Authority, we have reviewed the reserve in the Renewal and Replacement Fund. It is our recommendation, as the Consulting Engineer, that the system reserve requirements of the Renewal and Replacement Fund be set at \$200,000.00 for the year 2021.

Very truly yours,

MASER CONSULTING, INC.


John Van Dorpe, P.E., P.P., C.M.E.
Authority Engineer

JVD/msd

cc: Authority Members
Marion Uyeyama, Comptroller
David Kaplan, Auditor

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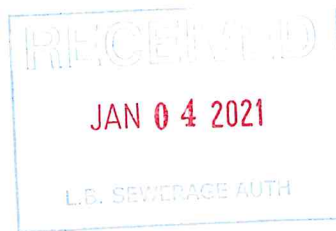
Maser Consulting will be known as Colliers Engineering & Design in 2021

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Engineers
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January 4, 2021

VIA E-MAIL

Mr. Charles Surmonte, P.E. & P.L.S.
301 Main Street, 2nd Floor
Allenhurst, NJ 07711

Re: Long Branch Sewerage Authority
Pax Plaza
Block 281, Lots 1, 2.01, 3 & 5
City of Long Branch, Monmouth County, New Jersey
MC Project No. LBS-305

Dear Mr. Surmonte:

Please be advised that we have received documents submitted for the above referenced application and have found the documents to be acceptable and in conformance with our October 5, 2020 Review Letter. The following documents were reviewed:

- Plans entitled, "Amended Preliminary and Final Site Plan, Lots 1, 2.01, 3, 5, 11 & 13, City of Long Branch, Monmouth County, NJ," prepared by Charles Surmonte, P.E. & P.L.S., dated September 14, 2017, last revised December 18, 2020;
- Plumbing Plans entitled, "New Building for Pax Plaza, Lots 1, 2.01, 3, 5, 11 & 13, Broadway & Third Avenue, Long Branch, NJ," prepared by Monteforte Architectural Studio, dated June 26, 2020;
- Architectural Plans entitled, "New Building for Pax Plaza, Lots 1, 2.01, 3, 5, 11 & 13, Broadway & Third Avenue, Long Branch, NJ," prepared by Monteforte Architectural Studio, dated October 7, 2019;
- Sanitary Sewer Cost Estimate, prepared by Charles Surmonte, P.E. & P.L.S., dated October 13, 2020, last revised December 18, 2020;
- Construction Specifications, prepared by Charles Surmonte, P.E. & P.L.S., dated October 13, 2020;
- Engineer's Report, prepared by Charles Surmonte, P.E. & P.L.S., dated August 25, 2020, last revised October 13, 2020; and
- TWA Forms TWA-1 and WQM-006.

Maser Consulting will be known as Colliers Engineering & Design in 2021

Tom

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Outstanding conditions of approval include the following:

1. Submission of signed and sealed originals of the TWA WQM-003 form to LBSA for endorsement.
2. The Applicant's compliance with any additional revisions/comments that may be required upon review of submittal and/or resubmittal documents.
3. Submission of Connection Fees in the amount of \$234,995.80, based upon a total of 24 new residential units, 2,401 s.f. of retail space, and a 180-seat restaurant, less 4 existing units as calculated below:

2,401 s.f. of retail x 0.10 gpd/s.f. = 240 gpd
240 gpd at the current rate of \$21.77/gpd = \$5,224.80

180 seat restaurant x 35 gpd/sq.ft = 6,300 gpd
6,300 gpd at the current rate of \$21.77/gpd = \$137,151.00

24 proposed units – 4 existing units = 20 net units at the current rate of \$4,631 per unit = \$92,620.00

Total Connection Fee = \$5,224.80 + \$137,151.00 + \$92,620.00 = \$234,995.80

The Connection Fee above is based upon information provided in the previously referenced Transmittal Letter and is subject to change based upon actual facilities/units proposed.

Payment of 50% of the Connection Fees is required prior to the issuance of a Building Permit, and the remaining 50% of the Connection Fees prior to the issuance of a Certificate of Occupancy for the building.

The Applicant is advised that the Connection Fee due is based upon the Connection Fee Rate in effect at the time of payment and is subject to change accordingly.

4. Two (2) weeks prior to the anticipated start of construction, notification shall be provided to LBSA and Maser Consulting to allow for the scheduling of a pre-construction meeting. Please contact Lauren Lechner of Maser Consulting at llechner@maserconsulting.com for scheduling.
5. Operation and maintenance of the on-site sanitary sewer laterals, exclusively serving the Pax Plaza Development, shall be the responsibility of the property owner(s).
6. Even though operation and maintenance of the on-site sanitary sewer laterals, exclusively serving the Pax Plaza Development, will be the responsibility of the property owner(s) after



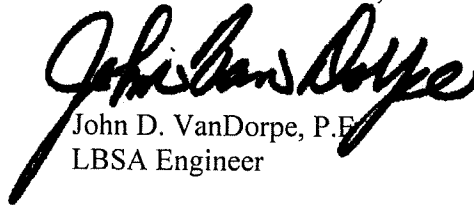
Mr. Charles Surmonte
MC Project No. LBS-305
January 4, 2021
Page 3 of 3

the facilities have been constructed, the Applicant is required to install the on-site sanitary sewer facilities in accordance with LBSA Standards.

Should you have any questions or require additional information, please do not hesitate to contact me directly.

Very truly yours,

MASER CONSULTING, INC.

A handwritten signature in black ink, reading 'John D. VanDorpe'.

John D. VanDorpe, P.E.
LBSA Engineer

JVD/lsl/msd

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BOROUGH OF WEST LONG BRANCH – COUNTY OF MONMOUTH

IN THE MATTER OF THE APPLICATION

OF COLLARD REALTY, LLC

NOTICE OF HEARING

FOR PREMISES KNOWN AS LOTS 47, 48, 48.01 and 44.01 IN BLOCK 19
ON THE OFFICIAL TAX MAP OF THE BOROUGH OF WEST LONG BRANCH
ALSO KNOWN AS 193 WALL STREET, WEST LONG BRANCH

PLEASE TAKE NOTICE that the Planning Board of the Borough of West Long Branch will hold a virtual public hearing on Tuesday, January 12, 2021 at 7:30 p.m. , to consider the application of Collard Realty, LLC for property known as Lots 47, 48, 48.01 and 44.01 in Block 19 as shown on the Official Tax Map of the Borough of West Long Branch , and located at 193 Wall Street, West Long Branch, New Jersey. The subject property is located in the Borough's Neighborhood Commercial (NC) Zone.

Applicant seeks minor site plan approval and variances to permit a landscape services business at the property.

This property was the site of the Long Branch Monument Company for well over fifty (50) years and contained a business office, a workshop for the fabrication and engineering of the grave monuments, as well as the outdoor display of monuments offered for purchase. The present application is for a landscape service business that also includes hardscape items such as fireplaces, water fountains, paver stone walks, benches, etc.

Applicant is using the existing office building for its office operations. The site also contains an existing garage which is used for storage, and an open area to the north which contains, bulk storage bins for stone, mulch, gravel, etc. as well as parking spaces, truck and equipment storage.

In conjunction with the approval, applicant seeks variance relief pursuant to N.J.S.A. 40:55D-70.c as follows:

1. Twelve (12) parking spaces are provided, in addition to one new ADA space on the adjacent Lot 44.01, whereas 15 spaces are required.
2. Gravel is provided in the northern parking area, whereas paving is required.
3. No curbing is provided in the northern parking area, whereas curbing is required.
4. Screening of the business is not provided, whereas a 6 foot fence or solid landscape material screening is required for business uses. The existing vegetation will remain, and will be supplemented with additional plantings, however to the extent that it does not satisfy the screening requirement a variance is requested.
5. A buffer of 2 feet is provided to a portion of the rear (northern) property line, and 1 foot provided to the remainder, whereas 25 feet is required.
6. To the extent front, side or rear yard setback, or other variances, are required for hardscape improvement displays the same are also requested.

In addition, pre-existing non-conforming conditions exist at the property and are proposed to remain.

1. Front yard setback to the principal building (office) is 3.9 feet, whereas 35 feet is required.

2. Side yard setback to the principal building (office) is 2.2 feet, whereas 25 feet is required.
3. Accessory structure (garage) set back of approximately 1 foot, whereas a setback equal to the height or 40.6 feet is required.

Applicant expressly makes application for any additional variances, exceptions, waivers of design standards and/or submission requirements as are required to develop the premises in the manner indicated in the application materials, and any other approvals as reflected on the filed plans (as same may be further amended from time to time without further notice) and as may be determined to be necessary by the Board during the review and processing of the application.

Join Zoom Meeting:

<https://zoom.us/j/9736176018?pwd=NEkvcFlzQmNhKy94cU03VUlJMy81UT09>

Meeting ID: 973 617 6018

Passcode: wlbpb2021

One tap mobile

+13017158592,,9736176018#,,,,*745338873# US (Washington D.C)

+13126266799,,9736176018#,,,,*745338873# US (Chicago)

Interested parties do not need a computer, smart phone or tablet to participate. You may also participate by calling in from a landline or cell phone. Dial in using one of the following numbers. If you receive a busy signal, you may try any number listed. When prompted, key in meeting ID number and passcode:

Dial by your location

+1 301 715 8592 US (Washington D.C)

+1 312 626 6799 US (Chicago)

+1 929 436 2866 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 973 617 6018

Passcode: 745338873

Find your local number: <https://zoom.us/j/abFmPBJ1k6>

Members of the public accessing through the computer, smart phone or tablet may participate by raising their virtual hand and those calling in may participate by dialing *9 on their phones to "raise their hand" in the virtual meeting. The meeting host will either call your name or the last 3 digits of your phone number when it is your turn to participate. At that point, you will be unmuted to speak and you must state your name and address.

Application materials and supporting documents for this application will be on file and available for viewing no less than ten (10) days in advance of the meeting. Application materials will be posted online and can be obtained via: <https://www.westlongbranch.org>. Those wishing to view paper copies of the application materials in advance of this hearing may do so between the hours of

9:00 a.m. and 3:00 p.m., Monday through Friday (with the exception of the legal holidays) at the Board office located at the West Long Branch Municipal Complex, 965 Broadway, West Long Branch, New Jersey 07764. Contact the Board Secretary at the contact number or email address below to make arrangements.

It is recommended that interested parties submit to the Board Secretary no later than forty-eight (48) hours in advance of the hearing date, any exhibit materials they wish to present during this hearing. Please send such exhibit materials via email to cdegenaro@westlongbranch.org

PLEASE TAKE FURTHER NOTICE that the application and supporting documents are on file with the Office of the West Long Branch Borough Clerk, 965 Broadway, West Long Branch, New Jersey and are available for inspection during normal business hours. In order to review these materials please contact the Board Secretary at (732) 229-1756 ext. 111 or cdegenaro@westlongbranch.org.

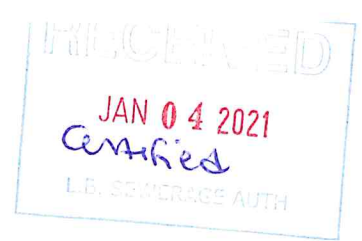
ANSELL GRIMM & AARON, P.C.

Attorneys for Applicant

PETER S. FALVO, JR., ESQ.

December 29, 2020

**NOTICE OF HEARING
ZONING BOARD OF ADJUSTMENT
CITY OF LONG BRANCH, N.J.**



PLEASE TAKE NOTICE that Jose and Jennifer Aquino have made application to the Zoning Board of the City of Long Branch seeking a use variance for approval of a garage apartment that currently exists on the property and has so existed for many decades. The property known as 46 Dudley Street, also known as Block 258, Lot 16 on the tax map of the City of Long Branch. Currently, this site is used as applicant's single-family home along with the garage apartment. Because the applicant has not found historical information as to the date the garage apartment first existed and the zoning officer has determined applicant needs a variance per Section 345-11E which states that in a residential zone no property shall have erected upon it more than one principal one-family dwelling building. Also, under Section 345-11P(5) - No detached accessory structure shall be converted or used as habitable space or a habitable dwelling unit and under 345-11P(6)(a) - No accessory building shall be greater in floor area than 50% of the footprint of the principal structure nor shall it exceed a total combined size of 700 sq. ft. Additionally, in order for an owner to allow someone to occupy a vacant dwelling or lodging unit, it must comply with the provisions of the BOCA, National Property Maintenance Code.

Applicant shall also seek any other variances or waivers the Board deems necessary in order to grant the relief requested by applicant, and the application shall be deemed amended at that time to include such additional variances or waivers.

A hearing will be held on this application on Monday, January 11, 2021, before the Zoning Board of Adjustment of the City of Long Branch at 7:00 P.M. The meeting will be held remotely via ZOOM. Instructions on how to access the meeting via ZOOM are listed below:

PLEASE TAKE NOTICE that the Zoning Board of Adjustment ("Board") of the City of Long Branch ("City"), Monmouth County, New Jersey, previously issued Notice of its list of regular meetings for the calendar year 2020 and its reorganization meeting for the year 2021. The reorganization regular meeting is as follows:

Time: 7:00 p.m.

Dates: Monday, January 11, 2021

Formal action may be taken at these meetings. Please take further notice that due to the current Coronavirus/COVID-19 State Directives, until and unless further advised, the above meetings will be conducted virtually/remotely via the Zoom operating system. To join the hearing via smart phone, computer or tablet, use the following web address: <https://us02web.zoom.us/j/87600497650>

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These remote meetings are open to the public, and interested parties are permitted to participate. The meetings will be conducted using the Zoom operating system, but interested parties do not need a computer to participate; they may also participate by calling in from a landline or cell phone. Dial in using one of the numbers below, if you receive a busy signal, you may try any number on the list: (929) 205-6099; (312) 626-6799; (301) 715-8592; (346) 248-7799; (669) 900-6833; and (253) 215-8782.

The Zoom webinar identification (ID) is: 876-0049-7650

Members of the public calling in may participate by dialing *9 on their phones to "raise their hand" in the virtual meeting. The meeting host will either call your name or the last 3 digits of your phone number when it is your turn to participate. At that point, you will be unmuted to speak and you must state your name and address.

Application materials for each application will be on file and available for viewing no less than 10 days in advance of the meeting for which a particular application is scheduled.

Application materials will be posted online and can be obtained via:
<https://www.longbranch.org/departments/PlanningZoning>

It is recommended that interested parties submit exhibit materials to the Planning Board Secretary no later than forty-eight (48) hours in advance of the hearing date and time. Please send exhibit materials via email to: clopez@longbranch.org

For those needing to view paper copies of the application materials, they will be available between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday, with the exception of the following legal holidays: Christmas Eve, December 24, 2020, Christmas Day, December 25, 2020 and New Year's Day, January 1, 2021, where City Hall is closed, in a bin outside the Planning & Zoning Office located at the Long Branch Municipal Complex, 344 Broadway, Long Branch, New Jersey 07740.

Those having questions regarding the meetings may contact the Board Secretary, Courtney Lopez, at (732) 222-7000 ext. 5432 or via email at clopez@longbranch.org

THOMAS J. HIRSCH
Attorney for applicant
3350 Route 138
Bldg. 1, Suite 214
Wall NJ 07719

**NOTICE OF HEARING
ZONING BOARD OF ADJUSTMENT
CITY OF LONG BRANCH, N.J.**



PLEASE TAKE NOTICE that I&E Real Estate LLC has made application to the Zoning Board of Adjustment of the City of Long Branch seeking a certification pursuant to N.J.S.A. 40:55D-68 that the existing two-family home on the property known as 29 Emmons Street, also known as Block 176, Lot 21 on the tax map of the City of Long Branch is a pre-existing nonconforming use.

Applicant shall also seek any other variances or waivers the Board deems necessary in order to grant the relief requested by applicant, and the application shall be deemed amended at that time to include such additional variances or waivers.

A hearing will be held on this application on Monday, January 11, 2021, before the Zoning Board of Adjustment of the City of Long Branch at 7:00 P.M. The meeting will be held remotely via ZOOM. Instructions on how to access the meeting via ZOOM are listed below:

PLEASE TAKE NOTICE that the Zoning Board of Adjustment ("Board") of the City of Long Branch ("City"), Monmouth County, New Jersey, previously issued Notice of its list of regular meetings for the calendar year 2020 and its reorganization meeting for the year 2021. The reorganization regular meeting is as follows:

Time: 7:00 p.m.

Dates: Monday, January 11, 2021

Formal action may be taken at these meetings. Please take further notice that due to the current Coronavirus/COVID-19 State Directives, until and unless further advised, the above meetings will be conducted virtually/remotely via the Zoom operating system. To join the hearing via smart phone, computer or tablet, use the following web address: <https://us02web.zoom.us/j/87600497650>

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Application materials for each application will be on file and available for viewing no less than 10 days in advance of the meeting for which a particular application is scheduled.

Application materials will be posted online and can be obtained via:
<https://www.longbranch.org/departments/PlanningZoning>

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Those having questions regarding the meetings may contact the Board Secretary, Courtney Lopez, at (732) 222-7000 ext. 5432 or via email at clopez@longbranch.org

THOMAS J. HIRSCH
Attorney for applicant
3350 Route 138
Bldg. 1, Suite 214
Wall NJ 07719

JAN 04 2021
Certified
L.B. SEWER

**NOTICE OF HEARING
ZONING BOARD OF ADJUSTMENT
CITY OF LONG BRANCH, N.J.**

PLEASE TAKE NOTICE that James LoBiondo has made application to the Zoning Board of Adjustment of the City of Long Branch for final site plan approval for property known as 221 Brighton Avenue in the City of Long Branch also known as Block 117, Lots 26, 27 and 28 on the tax map of the City of Long Branch.

A hearing will be held on this application on Monday, January 11, 2021, before the Zoning Board of Adjustment of the City of Long Branch at 7:00 P.M. The meeting will be held remotely via ZOOM. Instructions on how to access the meeting via ZOOM are listed below:

PLEASE TAKE NOTICE that the Zoning Board of Adjustment ("Board") of the City of Long Branch ("City"), Monmouth County, New Jersey, previously issued Notice of its list of regular meetings for the calendar year 2020 and its reorganization meeting for the year 2021. The reorganization regular meeting is as follows:

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Application materials for each application will be on file and available for viewing no less than 10 days in advance of the meeting for which a particular application is scheduled.

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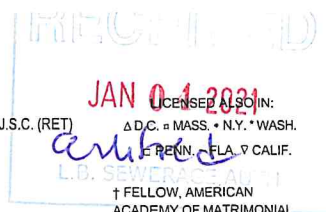
Application materials will be posted online and can be obtained via:
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It is recommended that interested parties submit exhibit materials to the Planning Board Secretary no later than forty-eight (48) hours in advance of the hearing date and time. Please send exhibit materials via email to: clopez@longbranch.org

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Those having questions regarding the meetings may contact the Board Secretary, Courtney Lopez, at (732) 222-7000 ext. 5432 or via email at clopez@longbranch.org

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HON. RAYMOND A. HAYSER, J.T.C. (RET)
KELLY M. CAREY

RETIRED
ROBERT I. ANSELL
LISA GOLDWASSER

IN MEMORIAM
LEON ANSCHELEWITZ (1929-1986)
MAX M. BARR (1929-1993)
MILTON M. ABRAMOFF (1935-2004)
DAVID K. ANSELL † (1962-2019)

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‡ FELLOW, AMERICAN
ACADEMY OF MATRIMONIAL
LAWYERS

‡ CERTIFIED BY THE SUPREME
COURT OF NEW JERSEY AS A
CIVIL TRIAL ATTORNEY

§ CERTIFIED BY THE SUPREME
COURT OF NEW JERSEY AS A
CRIMINAL TRIAL ATTORNEY

* CERTIFIED BY THE SUPREME
COURT OF NEW JERSEY AS A
MATRIMONIAL LAW ATTORNEY

Email: jsk@ansellgrimm.com
Telephone No. 732-922-1000

BOROUGH OF EATONTOWN

IN THE MATTER OF THE APPLICATION OF
JOHN A. WOLF, JR. AND MARIA A. WOLF,
FOR PREMISES KNOWN AS LOT 43 IN BLOCK
2803 ON THE OFFICIAL TAX MAP OF THE
BOROUGH OF EATONTOWN

NOTICE OF HEARING Pursuant to NJSA 40:55D-12

PLEASE TAKE NOTICE that the Zoning Board of Adjustment of the Borough of Eatontown will hold a virtual public hearing on Monday, January 4, 2021 at 7:30 p.m. to consider the application of John A. Wolf, Jr. and Maria A. Wolf for property known as Lot 43 in Block 2803 as shown on the Official Tax Map of the Borough of Eatontown and located at 479 Wall Street, Eatontown, New Jersey.

As a result of precautions in place as a result of the COVID-19 Pandemic, this meeting is being held virtually/remotely. You are hereby notified that you are invited to participate in this virtual hearing and present any and all comments you may have to the granting of said approvals. If you wish to join this meeting, you may access the meeting via this link:

[//tetherview.com/eatontown-zb](https://tetherview.com/eatontown-zb).

If any members of the public do not have access to the internet and wish to participate in the meeting via telephone, please contact the Board Secretary at (732) 389-7617 or cconnolly@eatontownnj.com prior to 4:30 p.m. on January 4, 2021 and she will provide the telephone access information. If members of the public do not have telephone access for the hearing, please contact the Board Secretary at (732) 389-7617 or cconnolly@eatontownnj.com prior to 4:30 p.m. on January 4, 2021 in order to facilitate alternative arrangements.

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PUBLIC PARTICIPATION:

If you would like to ask questions during the public comment portion of the meeting please type your question into the chat or questions section or raise your virtual hand, when asked if there is public comment and you will be recognized. Or if you are on the phone, advise the host or follow the prompts. This session will be recorded and provided to the public once it becomes available.

PUBLIC INSPECTION OF APPLICATION:

Members of the public may contact the Board Secretary at (732) 389-7617 or cconnolly@eatontownnj.com to request a copy of the application documents including all exhibits and plans either as an electronic copy via email or a hard copy by regular mail, subject to any standard fees or charges, or by appointment at the Municipal Building. In addition, all application materials will be posted on the Borough's website at www.eatontownnj.com on the Zoning Board of Adjustment page under the hearing date link.

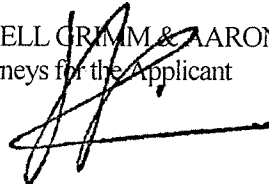
THE APPLICATION:

Applicants seek bulk variance relief pursuant to NJSA 40D55D-70.c to maintain an existing, uncovered, wood deck attached to the existing, two-story, single-family house as follows: rear (east) yard setback to the deck of 34.3 feet, whereas a minimum of 40 feet is required.

Applicants also expressly make application for any and all additional exceptions, interpretations, waivers, variances and/or other approvals as reflected on the filed plans (as same may be further amended from time to time without further notice) as may be determined to be necessary by the Board during the review and processing of the application.

PLEASE TAKE FURTHER NOTICE that you are invited to attend this virtual hybrid public hearing either by web conference or telephone as outlined above to present any and all comments you may have to the granting of said approvals. The hearing may be continued without further notice on such additional or other dates as the Board may determine. The application and supporting documents are on file with the Eatontown Zoning Board of Adjustment at the Borough Hall, 47 Broad Street, Eatontown, New Jersey and the Borough's website and are available for inspection as outlined above.

ANSELL GRIMM & AARON, PC
Attorneys for the Applicant



JENNIFER S. KRIMKO, ESQ.

December 21, 2020



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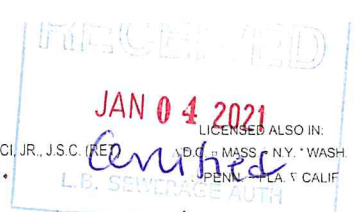
RICHARD B. ANSELL †
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RETIRE
ROBERT I. ANSELL
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IN MEMORIAM
LEON ANSCHELEWITZ (1929-1986)
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COURT OF NEW JERSEY AS A
CRIMINAL TRIAL ATTORNEY

• CERTIFIED BY THE SUPREME
COURT OF NEW JERSEY AS A
MATRIMONIAL LAW ATTORNEY

BOROUGH OF WEST LONG BRANCH

IN THE MATTER OF THE APPLICATION OF
NORWOOD KB, LLC FOR PREMISES KNOWN
AS LOTS 87 AND 88 IN BLOCK 28 ON THE
OFFICIAL TAX MAP OF THE BOROUGH OF
WEST LONG BRANCH

NOTICE OF HEARING Pursuant to N.J.S.A. 40:55D-12

PLEASE TAKE NOTICE that the Planning Board of the Borough of West Long Branch will hold a virtual/remote public hearing on Tuesday, January 12, 2021 at 7:30 p.m. to further consider the application of Norwood KB, LLC for premises known as Lots 87 and 88 in Block 28 as shown on the Official Tax Map of the Borough of West Long Branch and located at 310 Norwood Avenue, West Long Branch, New Jersey.

Due to the current Coronavirus/COVID-19 State Directives, the above meeting will be conducted virtually/remotely via the Zoom operating system. This remote meeting is open to the public, and interested parties are invited to participate. To join the meeting via smart phone, computer or tablet, use the following web address:

Join Zoom Meeting:

<https://zoom.us/j/9736176018?pwd=NEkvcFlzQmNhKy94cU03VUljMy81UT09>

Meeting ID: 973 617 6018

Passcode: wlbpb2021

One tap mobile

+13017158592,,9736176018#,,, *745338873# US (Washington D.C)

+13126266799,,9736176018#,,, *745338873# US (Chicago)

Interested parties do not need a computer, smart phone or tablet to participate. You may also participate by calling in from a landline or cell phone. Dial in using one of the following numbers. If you receive a busy signal, you may try any number listed. When prompted, key in meeting ID number and passcode:

Dial by your location

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+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)

Meeting ID: 973 617 6018
Passcode: 745338873

Find your local number: <https://zoom.us/j/abFmPBJ1k6>

Members of the public accessing through the computer, smart phone or tablet may participate by raising their virtual hand and those calling in may participate by dialing *9 on their phones to “raise their hand” in the virtual meeting. The meeting host will either call your name or the last 3 digits of your phone number when it is your turn to participate. At that point, you will be unmuted to speak, and you must state your name and address.

Application materials and supporting documents for this application will be on file and available for viewing no less than ten (10) days in advance of the meeting. Application materials will be posted online and can be obtained via: <https://www.westlongbranch.org>. Those wishing to view paper copies of the application materials in advance of this hearing may do so between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday (with the exception of the legal holidays) at the Board office located at the West Long Branch Municipal Complex, 965 Broadway, West Long Branch, New Jersey 07764. Contact the Board Secretary at the contact number or email address below to decide to view the file.

It is recommended that interested parties submit to the Board Secretary no later than forty-eight (48) hours in advance of the hearing date, any exhibit materials they wish to present during this hearing. Please send such exhibit materials via email to cdegenaro@westlongbranch.org

THE APPLICATION:

The 6.4-acre property, which contains the remains of a two-story residence previously destroyed by fire, is located in the Borough’s SH-1 (Senior Housing-1) Residential Overlay Zone within the R-15 (Residential) Zone. Applicant seeks preliminary and final major site plan approval to develop the property with an age-restricted, townhome community for residents 55 and older consisting of 42, three-bedroom townhomes; and 12 (11 affordable and 1 market-rate) one-, two- and three-bedroom garden apartments. There will be 7, two-story townhome buildings, comprised of a range of 5 to 7 townhomes per building and 2, two-story, garden apartment buildings. In addition, Applicant is proposing site enhancements including: off-street parking; sidewalks; lighting; trash enclosures; landscaping; stormwater management; and related improvements. In addition to onsite utilities connecting from Norwood Avenue, Applicant proposes an off-site sanitary sewer line through a proposed 20 foot-wide utility easement over adjacent property (Lot 72, Block 28) located at 26 Brookwillow Avenue and through Brookwillow Avenue to connect the project to an existing gravity sewer in Brookwillow Avenue.

In conjunction with the approval, Applicant seeks bulk variance relief pursuant to NJSA 40:55D-70.c as follows:

1. Front yard setback of 31.2 feet proposed for the townhomes, whereas a minimum of 75 feet is required. The front yard setbacks for the townhome buildings range from 31.2 feet to 35.4 feet.
2. Rear yard setback of 28 feet proposed for the townhomes, whereas a minimum of 100 feet is required. The rear yard setbacks for the townhome buildings range from 28 feet to 42.3 feet.
3. Side yard setback (one side):
 - a. South: 39.7 feet proposed for the townhomes, whereas a minimum of 50 feet is required. The south side setbacks for the townhome buildings range from 39.7 feet to 41.1 feet.

- b. North: 33.4 feet proposed for the townhomes, whereas a minimum of 50 feet is required.
The north side setbacks for the townhome buildings range from 33.4 feet to 54.7 feet
- c. East: 27.4 feet proposed for the townhomes, whereas a minimum of 50 feet is required.
- 4. Side yard setback (both sides) of 73.1 feet, whereas a minimum of 100 feet is required.
- 5. Building coverage of 27.2%, whereas a maximum of 25% is permitted.
- 6. Impervious coverage of 54.1%, whereas a maximum of 50% is permitted.
- 7. Clubhouse or community room of not less than 530 square feet (10 square feet/unit) required, whereas none is proposed.
- 8. Recreation facilities of not less than 2,650 square feet (50 square feet/unit) required, whereas none is proposed.
- 9. Landscape buffer of 20.3 feet to 60.5 feet, whereas 25 feet is required.
- 10. Fence height in a front yard of 6 feet, whereas the 3 feet is the maximum permitted.
- 11. Two (2) signs proposed, whereas a maximum of 1 sign is permitted.
- 12. Sign setbacks to street line of 10 feet proposed, whereas a minimum of 20 feet is required.

Applicant is also seeking design waivers for: HDPE pipe proposed, whereas concrete or corrugated metal pipe is required; and, 6-inch inlet heads, whereas a minimum of 8-inch heads are required.. Additionally, Applicant expressly makes application for any additional exceptions, waivers, variances and/or other approvals as reflected on the filed plans (as same may be further amended from time to time without further notice) as may be determined to be necessary by the Board during the review and processing of the application.

PLEASE TAKE FURTHER NOTICE that you are privileged to attend this virtual/remote public hearing either by web conference or telephone as outlined above to present any and all comments you may have to the granting of said approvals. The hearing may be continued without further notice on such additional or other dates as the Board may determine. The application and supporting documents are on file with the Borough of West Long Branch Planning Board, 965 Broadway, West Long Branch, New Jersey are available for inspection as outlined above.

If you have any questions regarding this Notice, or if at the time during the meeting you are having difficulty accessing the meeting or need assistance doing so, contact the Board Secretary, ChrisAnn DeGenaro at 201-892-2332 or via email at cdegenaro@westlongbranch.org

ANSELL GRIMM & AARON, P.C.
Attorneys for Applicant



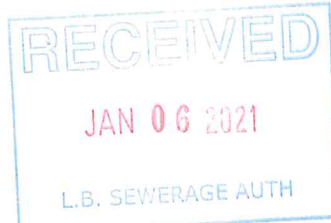
JENNIFER S. KRIMKO, ESQ.

December 28, 2020

GIORDANO, HALLERAN & CIESLA, P.C.

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ALSO ADMITTED TO PRACTICE IN NY
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DIRECT DIAL: (732) 219-5496



January 6, 2021

Please Reply To:
125 HALF MILE ROAD
SUITE 300
RED BANK, NJ 07701
(732) 741-3900
FAX: (732) 224-6599

Client/Matter No. 21101/0001

**VIA EMAIL: troguski@lbsa.net
AND VIA REGULAR MAIL**

Thomas Roguski, PE, CME
Executive Director
Long Branch Sewerage Authority
150 Joline Avenue
Long Branch, NJ 07740

Re: Sewer Line Construction - Ocean Boulevard, Long Branch, NJ

Dear Mr. Roguski:

We represent FEM South Beach Urban Renewal LLC ("FEM") Mark-Built Properties at Long Branch, LLC ("Mark-Built") and Blackridge Realty, Inc. ("Blackridge") in connection with the sewer main extension construction and associated sub-contractor agreement. I am writing in response to John Bonello, Esq.'s letter of December 3, 2020.

The total cost of construction (soft and hard costs) for the sewer main extension was \$366,888.45 as of December 1st, 2020 which amount has been paid in full by FEM, Mark-Built and Blackridge. The construction is now completed and a maintenance bond has been posted.

Based on the Cost Sharing Agreement and Developers Agreement, the owner of the property (290 Ocean, LLC) located at Block 216, Lots 11, 12 and 24 on the Long Branch tax map (the former "Bluff's Property"), must reimburse FEM, Mark-Built and Blackridge for their respective advancements of the Bluffs Property owner's pro rata share of sewer line construction costs in the total amount of **\$157,444.45**. This amount must be paid by the developer/owner 290 Ocean, LLC prior to and as a condition of the approval of any sewer connection of the proposed 109 units.

We respectfully request that the contribution be paid by 290 Ocean, LLC to the Sewer Authority to be held in escrow so that the Sewer Authority will have record of receipt of the contribution funds. Upon receipt or shortly thereafter, we request that the Sewer Authority transfer the \$157,444.45 of the contribution funds to Giordano, Halleran & Ciesla, PC as escrow agent for FEM, Mark-Built and Black Ridge. Giordano Halleran & Ciesla, PC would then

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DM, FHC

1-24

GIORDANO, HALLERAN & CIESLA

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ATTORNEYS AT LAW

January 6, 2021

Page 2

disburse the contribution funds in the proper pro rata share to each of the three developers FEM, Mark-Built and Black Ridge.

We assert the proper percentage allocation of the pro rata share of those costs are as follows:

	Units	Percentage	Pro Rata Share
Blackridge	41	16.1417	\$ 59,222.09
FEM	47	18.5039	\$ 67,888.74
Mark-Built	57	22.4409	\$ 82,333.15
290 Ocean, LLC	109	42.9134	\$157,444.45
Total:	254		\$366,888.45

This calculation assumes a total of 254 units. In the event the developer/property owner seeks to connect additional units beyond the 109 units assumed here, this calculation must be revised accordingly. Please contact me at your convenience to discuss further.

Very truly yours,



C. JUSTIN McCARTHY, ESQ.

JM/nlc

cc: John D. Van Dorpe, P.E., Authority Engineer - jvandorpe@maserconsulting.com

John Bonello, Esq. - mannanbonello@comcast.net

David Ulassin - david@cstonenj.com

Nathan Reich – nathanreich@gmail.com

Jeffrey Markovitz - jmarkovitz@markovitzlaw.com

Michael Markovitz - mmarkovitz@markbuilt.com

Linda Husty - lhusti@femrealestate.com

Cathy Coyle – ccoyle@femrealestate.com

Mimi Feliciano – mimifeliciano2@gmail.com

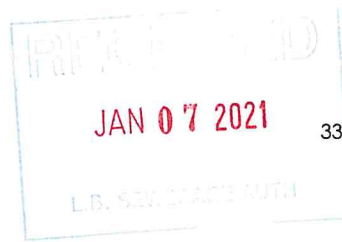
Helen Doyle - helen@tibsrealty.com

John A. Giunco, Esq. – jgiunco@ghclaw.com

Denise Wegryniak – dwegryniak@ghclaw.com



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January 6, 2021

VIA H2LOANS & E-MAIL

Mr. William P. Machotka, P.E., Section Chief
NJDEP, Division of Water Quality
Municipal Finance & Construction Element
Bureau of Construction, Payments and Administration (BCPA)
Mail Code 401-03D
401 E. State St., 3rd Floor, P.O. Box 420
Trenton, NJ 08625-0420

Re: New Jersey Environmental Infrastructure Financing Program
NJDEP Project No. S340336-09
Hoey Pump Station Force Main Replacement
Long Branch Sewerage Authority
Long Branch, Monmouth County, New Jersey
MC Project No. LBS-275

Dear Mr. Machotka:

On behalf of the Long Branch Sewerage Authority (LBSA), this letter is submitted in response to your October 30, 2020 Authorization to Award letter. The signed contract between LBSA and Earle Asphalt Company is enclosed.

1. The Loanee name is the Long Branch Sewerage Authority. The project/contract number is S340336-09. The site location is starting from the corner of Hoey Avenue and Overlook Avenue, in the City of Long Branch, Monmouth County. The project continues north along Hoey Avenue to Hollywood Avenue, John Guire Drive, Brighton Avenue, Sairs Avenue to its discharge location on West End Avenue.
2. Contractor who was awarded the contract is Earle Asphalt Company, P.O. Box 556, Farmingdale, NJ 07727. Phone number is (732) 308-1113. Employee ID number (tax number is 22-1841600)
3. The award amount is \$2,052,813.13.
4. The estimated construction start and end dates are January 15, 2021 and July 10, 2021, respectively.

We would like to schedule a preconstruction meeting as soon as possible.

TBM

1-25



Mr. William P. Machotka, P.E., NJDEP
MC Project No. LBS-275
January 6, 2021
Page 2 of 2

Should you have any questions or require additional materials, please do not hesitate to contact this office.

Very truly yours,

MASER CONSULTING, INC.

A handwritten signature in black ink, reading 'Susan S. Brasefield'.

Susan S. Brasefield, P.E.
Department Manager

SSB/lsl/msd
Enclosures

Cc. Thomas Roguski, P.E., Long Branch Sewerage Authority
John Van Dorpe, P.E., Maser Consulting, Inc.
Kelsey Howard, Maser Consulting, Inc.
Piyush Tilvawala, NJDEP
Andrew Stoeckle, NJDEP

\\HQFAS1\General\Projects\Lbs\LBS-275\Correspondence\OUT\210106_ssb_Machotka.docx

CONTRACT

THIS AGREEMENT, made this 21st day of December in the year of Our Lord Two Thousand and Twenty, between the LONG BRANCH SEWERAGE AUTHORITY hereinafter called "Owner" and EARLE ASPHALT COMPANY hereinafter called the Contractor.

WITNESSETH: That the Owner and the Contractor, for the consideration hereinafter specified, agree as follows:

ARTICLE ONE: SCOPE OF WORK. Contractor covenants and agrees to provide all necessary machinery, tools and equipment and to furnish and deliver all materials, and to do and perform in a good and workmanlike manner all the work and labor required to be furnished and delivered, done and performed in conformity with the Contractor Documents hereto annexed which said Contract Documents and Contractor's Proposal annexed thereto are hereby made a part of this agreement as fully and with the same effect as if the same had been set forth in the body of this agreement.

ARTICLE TWO: TIME OF DELIVERY AND PERFORMANCE: Said delivery of performance shall be in accordance with the provisions of the Contract Documents annexed hereto or if no time is set forth therein, as directed by the Owner.

ARTICLE THREE: PAYMENT: Owner agrees to pay Contractor for said work and materials when completed or delivered, as the case may be, in accordance with the said Contract Documents within the time stated for the actual quantity of authorized work done under each item scheduled in the Proposal at the respective unit prices bid therefore by the Contractor, which payment, according to the estimated quantities will amount to Two Million Fifty-two Thousand Eight Hundred Thirteen Dollars and Thirteen Cents (\$2,052,813.13), payments to be made in accordance with the Owner's manual requirements for submission of invoices and vouchers and approval by authorized official(s). It is further agreed that the Owner reserves the right to reduce or increase any and all of the quantities in each item at the unit price bid. Acceptance of the final payment to the Contractor shall be understood to be a release in full of all claims against the Owner arising out of or by reason of the work done and the materials furnished under this Contract.

ARTICLE FOUR: INDEMNIFICATION: The Contractor shall indemnify and hold harmless the Owner, the Engineer, and the Counsel and their agents and employees from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of the work provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom and (b) is caused in whole or in part of any negligent act or omission of the Contractor, and subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be

liable, regardless or whether or not it is caused in part by a party indemnified hereunder.

In any and all causes against the Owner, the Engineer, or the Counsel or any of their agents, or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article Four shall not be limited in any way by any limitation of the amount or type of damages, compensation, or benefits payable by or from the Contractor or any subcontractor under workmen's compensation acts, disability benefits acts, or other employee benefit acts.

ARTICLE FIVE: ASSIGNMENT OF SUBLETTING: Contract covenants and agrees not to assign or sublet the work specified or covered under the terms of this agreement without the prior approval in writing of the Owner.

ARTICLE SIX: DISCRIMINATION: It is agreed that the provisions contained in N.J.S.A. 10:2-1 prohibiting discrimination by reasons of race, creed, color, national origin, ancestry, sex or sexual orientation and providing for the imposition of penalties against Contractor for such discrimination and the right of cancellation and incidental remedies in favor of the Owner in the event of such discrimination shall become a part of this Contract as if fully set forth herein.

This Contract shall be binding upon the Owner, its successors, and assigns, and upon the Contractor, its successors, and assigns of heirs, executors, administrators and assigns.

ARTICLE SEVEN: DISPUTE RESOLUTION: In accordance with N.J.S.A. 40A:11-50 provisions for alternate dispute resolution is to be provided through mediation. The contractor shall carry on work and maintain the progress schedule during the dispute resolution proceedings, unless otherwise agreed by Contractor and Owner in writing.

Mediation:

- A. Owner and Contractor agree that all claims, disputes or other matters in question between the parties to this Contract arising out of or relating to this Contract or breach thereof shall be subject to mediation before Owner or Contractor may appeal any such claims or disputes to a court of competent jurisdiction. Mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association in effect at the time of bidding.
- B. Demand for mediation shall be filed in writing with the other party to this Contract and with the American Arbitration Association. A demand for mediation shall be made within a reasonable time after the claim, dispute or other matter in question has arisen and only after the Engineer has made a final decision in writing with respect to claim or dispute. In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- C. The parties agree to allow the American Arbitration Association to appoint a single mediator having at least ten years experience in the construction industry field and holding a Professional Engineering license for the State of New Jersey.
- D. No mediation arising out of or relating to this Contract shall include, by consolidation, joinder or any other manner, an additional person or entity not a party to this Contract, except by written consent containing a specific reference to this Contract signed by the Owner and any other person or entity sought to be joined. Consent to mediation of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to mediate and other agreements to mediate with an additional person or entity duly consented to by the parties to this Contract shall be specifically enforceable in accordance with applicable law and any court having jurisdiction thereof.
- E. The award rendered by the mediator shall be nonbinding on the parties. Should mediation terminate by execution of a settlement agreement by the parties such agreement shall be enforceable and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Should mediation terminate by written declaration of the mediator that mediation is no longer worthwhile or by written declaration of either party for any reason, the claim or dispute may be appealed to a court of competent jurisdiction. During any and all mediation, the Contractor shall continue to work on the project and the time to complete the project shall not be extended as a result of the processing of mediation hereunder.

IN WITNESS WHEREOF, the Owner has caused this instrument to be signed by

Thomas Roguski, Executive Director

attested by

Nicole Woods

and the
(Municipality) seal to be hereunto affixed, and the Contractor hereunto set their hands
and seals, or caused these presents to be signed by their proper corporate seal to be
hereto affixed, the day and year first above mentioned.

OWNER

Long Branch Sewerage Authority

SIGNED BY

Thomas Roguski

SIGNATURE

[Signature]

(s)

TITLE

Executive Director

ATTEST:

Nicole Woods

(SEAL)

CONTRACTOR Earle Asphalt Company

1. SIGNED BY Brian M. Cooper, PE

SIGNATURE

[Signature]

(s)

TITLE

Manager of Engineering

2. SIGNED BY

SIGNATURE

TITLE

3. SIGNED BY

SIGNATURE

TITLE

ATTEST:

Michael G. Earle

(SEAL)

NOTE: Attach additional signature sheets in the above form if necessary.

Michael G. Earle, Secretary

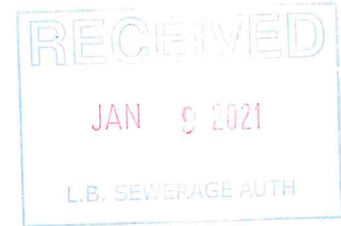


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January 7, 2021

Board of Commissioners
Long Branch Sewerage Authority
150 Joline Avenue
P.O. Box 720
Long Branch, NJ 07740



Re: John Van Dorpe's Retirement

Dear Board Members:

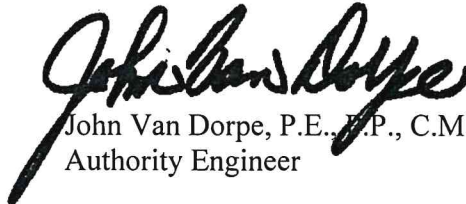
I'd like to take this opportunity to thank the Long Branch Sewerage Authority Board Members, professionals, and staff, present and past, for the privilege of serving as Authority Engineer for the past 30 years. Over that time, we have worked well together and accomplished a lot. The cooperation and trust the Authority has afforded me and our staff at Maser Consulting are much appreciated.

While I will be retiring at the end of January after 30 years with Maser Consulting, I hope that the Authority's professional relationship with Maser Consulting will continue. For more than 20 years, Sue Brasefield has worked closely with me and LBSA and is capable and well equipped to provide LBSA with the professional engineering services and attention it requires and deserves. And as I have discussed with Tom Roguski, I will be available in retirement to assist the Authority in making the transition as smooth as possible.

Once again, thank you for the nearly three decades you have allowed me to serve the Authority as your engineer. Best wishes to you all.

Very truly yours,

MASER CONSULTING, INC.


John Van Dorpe, P.E., E.P., C.M.E.
Authority Engineer

JVD/msd

Cc. Thomas Roguski, Executive Director
John Bonello, Authority Attorney

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Maser Consulting will be known as Colliers Engineering & Design in 2021

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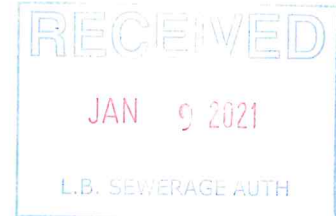
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January 7, 2021

VIA E-MAIL

Mr. Matthew Bersch, P.E.
Dynamic Engineering Consultants, PC
1904 Main Street
Lake Como, NJ 07719



Re: Long Branch Sewerage Authority
Sewer Application for OCNJ Capital, LLC
Proposed 7-Eleven
Block 243, Lots 6 & 7
City of Long Branch, Monmouth County, New Jersey
MC Project No. LBS-292

Dear Mr. Bersch:

Please be advised that we have received documents submitted for the above referenced application and have found the documents to be acceptable and in conformance with our July 6, 2020 Review Letter. The following documents were reviewed:

- Resubmittal Transmittal Letter, prepared by Dynamic Engineering Consultants, PC, dated December 16, 2020;
- Plans entitled, "Preliminary and Final Major Site Plan for OCNJ Capital, LLC, Proposed 7-Eleven, Block 243, Lots 6 & 7, Tax Map Sheet #20, 671 Broadway, City of Long Branch, Monmouth County, NJ," prepared by Dynamic Engineering Consultants, PC, dated March 1, 2018, last revised November 18, 2020; and
- Plumbing Plans entitled, "7-Eleven, No. 38201, 671 Broadway, Long Branch, NJ," prepared by Architrave Group, PC, dated February 29, 2020, last revised November 16, 2020.

Approval of the OCNJ Capital, LLC Application is subject to compliance with the following:

1. The Applicant's compliance with any additional revisions/comments that may be required upon review of submittal and/or resubmittal documents.
2. Two (2) weeks prior to the anticipated start of construction, notification shall be provided to LBSA to allow for the scheduling of a pre-construction meeting.
3. Operation and maintenance of the on-site sanitary sewer lateral, exclusively serving the OCNJ Capital, LLC Development, shall be the responsibility of the property owner(s).

Maser Consulting will be known as Colliers Engineering & Design in 2021

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Mr. Matthew Bersch
MC Project No. LBS-292
January 7, 2020
Page 2 of 2

4. Even though operation and maintenance of the on-site sanitary sewer lateral, exclusively serving the OCNJ Capital, LLC Development, will be the responsibility of the property owner(s) after the facilities have been constructed, the Applicant is required to install the on-site sanitary sewer facilities in accordance with LBSA Standards.

Should you have any questions or require additional information, please do not hesitate to contact me directly.

Very truly yours,

MASER CONSULTING, INC.

A handwritten signature in black ink, reading 'John D. VanDorpe'.

John D. VanDorpe, P.E.
LBSA Engineer

JVD/lsl/msd

Cc. Thomas Roguski, P.E., Long Branch Sewerage Authority Executive Director

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Long Branch Sewerage Authority

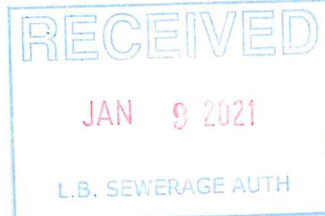
150 Joline Avenue

P.O. Box 720

Long Branch, NJ 07740-0702

(732) 222-0500

Fax (732) 222-7947



Thomas J. George
Chairman

Michael Booth
Vice-Chairman

Donald S. Riley
Secretary

David G. Brown
Treasurer

Bryan I. Larco
Asst. Sec. Treas.

Thomas Roguski
Executive Director

Wiss & Co., LLP
Accountants

Maser Consulting, P.A.
Consulting Engineers

John L. Bonello
Counsel

January 8, 2021

Christopher Bednarski, P.E.
InSite Engineering, LLC
1955 Route 34, Suite 1A
Wall, NJ 07719

VIA EMAIL

Re: Request for Service Availability: Sanitary Sewer
Proposed Residential Building
290 Ocean, Inc.
290, 276 Ocean Avenue & 355 Ocean Boulevard
Block 216, Lots 11, 12 & 24
Long Branch Sewerage Authority
Monmouth County, New Jersey

Dear Mr. Bednarski:

Please be advised that the Long Branch Sewerage Authority (LBSA) has reviewed InSite Engineering, LLC's (InSite) report entitled "Sanitary Sewer Capacity Analysis for Beachfront South: Off-Site Sewer Extension," dated May 26, 2020, received on December 1, 2020, submitted in pursuit of a Letter of Service Availability: Sanitary Sewer as requested via InSite's May 27, 2020 email for the above referenced project. Based upon our review of the information presented in the referenced report, the LBSA currently has capacity in their treatment plant and collection system to serve the proposed project, located on the Block 216, Lots 11, 12 and 24, consisting of 109 residential units based upon flow criteria per NJAC 7:14A-23 Flow Criteria.

However, in order to reserve capacity for the project, a sanitary sewer application must be approved by the LBSA, and payment of Connection Fees, Reimbursement Cost per Developer's Agreement, and all other applicable fees must be made and other conditions met. Please provide a complete Sanitary Sewer Connection Application, including, but not limited to, the following documents:

- Form A, Application for Conceptual Review (including Application Fee/Escrow)
- Plan and Profile
- Engineer's Report
- Engineer's Sanitary Sewer Cost Estimate
- Sanitary Sewer Specifications
- USGS Quad Map
- City of Long Branch Project Approval
- All other required permits (NJDEP TWA Permit, etc.)

TOM, FILES

1-28

InSite Engineering, LLC
Request for Service Availability: Sewer
Proposed Residential Building
290 Ocean, Inc.
290, 276 Ocean Avenue & 355 Ocean Boulevard
Block 216, Lots 11, 12 & 24
Monmouth County, New Jersey
January 8, 2021
Page 2 of 2

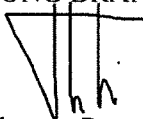
Please note that the proposed onsite sanitary sewer layout, point of connection to existing main and other considerations shall be subject to review during the application process. The Applicant shall comply with all requirements of the LBSA.

The subject properties (Block 216, Lots 11, 12 and 24) are subject to a Developer's Agreement, and the current owners/developers of the subject properties or any subsequent owners/developers of the subject properties shall be required to comply with all of the provisions of the Developer's Agreement, including, but not limited to, reimbursement of a pro-rata share, as defined by the Developer's Agreement, for all costs associated with the installation of offsite sanitary sewer improvements. Please see the referenced Developer's Agreement for additional information and all requirements. Further, enclosed please find Giordano, Halleran & Ciesla, P.C.'s January 6, 2021 letter detailing reimbursement. The owner/developer shall directly contact Giordano, Halleran & Ciesla, P.C. to address reimbursement and obtain a letter of satisfaction from FEM South Beach Urban Renewal, LLC, Mark-Built Properties at Long Branch, LLC and Blackridge Realty, Inc. to be provided to the LBSA.

Should you have any questions, or require additional information, please do not hesitate to contact me.

Very truly yours,

LONG BRANCH SEWERAGE AUTHORITY



Thomas Roguski, PE, CME
Executive Director

TR

Enclosure

Cc: John Van Dorpe, PE, Authority Engineer, w/ encl. (Via Email)
John Bonello, Esq., Authority Attorney, w/ encl. (Via Email)

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GIORDANO, HALLERAN & CIESLA, P.C.

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ATTORNEYS AT LAW
WWW.GHCLAW.COM

C. JUSTIN McCARTHY, ESQ.
SHAREHOLDER
ALSO ADMITTED TO PRACTICE IN NY
JMcCARTHY@GHCLAW.COM
DIRECT DIAL: (732) 219-5496

Please Reply To:
125 HALF MILE ROAD
SUITE 300
RED BANK, NJ 07701
(732) 741-3900
FAX: (732) 224-6599

January 6, 2021

Client/Matter No. 21101/0001

VIA EMAIL: troguski@lbsa.net
AND VIA REGULAR MAIL
Thomas Roguski, PE, CME
Executive Director
Long Branch Sewerage Authority
150 Joline Avenue
Long Branch, NJ 07740

Re: Sewer Line Construction - Ocean Boulevard, Long Branch, NJ

Dear Mr. Roguski:

We represent FEM South Beach Urban Renewal LLC ("FEM") Mark-Built Properties at Long Branch, LLC ("Mark-Built") and Blackridge Realty, Inc. ("Blackridge") in connection with the sewer main extension construction and associated sub-contractor agreement. I am writing in response to John Bonello, Esq.'s letter of December 3, 2020.

The total cost of construction (soft and hard costs) for the sewer main extension was \$366,888.45 as of December 1st, 2020 which amount has been paid in full by FEM, Mark-Built and Blackridge. The construction is now completed and a maintenance bond has been posted.

Based on the Cost Sharing Agreement and Developers Agreement, the owner of the property (290 Ocean, LLC) located at Block 216, Lots 11, 12 and 24 on the Long Branch tax map (the former "Bluff's Property"), must reimburse FEM, Mark-Built and Blackridge for their respective advancements of the Bluffs Property owner's pro rata share of sewer line construction costs in the total amount of \$157,444.45. This amount must be paid by the developer/owner 290 Ocean, LLC prior to and as a condition of the approval of any sewer connection of the proposed 109 units.

We respectfully request that the contribution be paid by 290 Ocean, LLC to the Sewer Authority to be held in escrow so that the Sewer Authority will have record of receipt of the contribution funds. Upon receipt or shortly thereafter, we request that the Sewer Authority transfer the \$157,444.45 of the contribution funds to Giordano, Halleran & Ciesla, PC as escrow agent for FEM, Mark-Built and Black Ridge. Giordano Halleran & Ciesla, PC would then

GIORDANO, HALLERAN & CIESLA

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ATTORNEYS AT LAW

January 6, 2021

Page 2

disburse the contribution funds in the proper pro rata share to each of the three developers FEM, Mark-Built and Black Ridge.

We assert the proper percentage allocation of the pro rata share of those costs are as follows:

	Units	Percentage	Pro Rata Share
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FEM	47	18.5039	\$ 67,888.74
Mark-Built	57	22.4409	\$ 82,333.15
290 Ocean, LLC	109	42.9134	\$157,444.45
Total:	254		\$366,888.45

This calculation assumes a total of 254 units. In the event the developer/property owner seeks to connect additional units beyond the 109 units assumed here, this calculation must be revised accordingly. Please contact me at your convenience to discuss further.

Very truly yours,



C. JUSTIN McCARTHY, ESQ.

JM/nlc

cc: John D. Van Dorpe, P.E., Authority Engineer - jvandorpe@maserconsulting.com

John Bonello, Esq. - mannanbonello@comcast.net

David Ulassin - david@cstonenj.com

Nathan Reich – nathanreich@gmail.com

Jeffrey Markovitz - jmarkovitz@markovitzlaw.com

Michael Markovitz - mmarkovitz@markbuilt.com

Linda Husty - lhusti@femrealestate.com

Cathy Coyle – ccoyle@femrealestate.com

Mimi Feliciano – mimifeliciano2@gmail.com

Helen Doyle - helen@tibsrealty.com

John A. Giunco, Esq. – jgiunco@ghclaw.com

Denise Wegryniak – dwegryniak@ghclaw.com



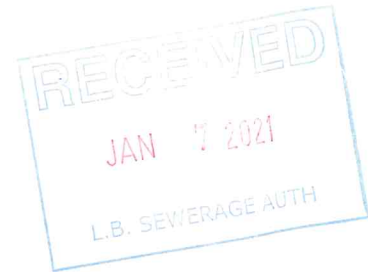
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January 6, 2021

VIA E-MAIL

Mr. Thomas Roguski, Executive Director
Long Branch Sewerage Authority
150 Joline Avenue
P.O. Box 720
Long Branch, NJ 07740-0702



Re: Long Branch Sewerage Authority
The Enclave at West End
221, 235, 237 Brighton Avenue
Block 117, Lots 26, 27 & 28
City of Long Branch, Monmouth County, New Jersey
MC Project No. LBS-314

Dear Mr. Roguski:

Please be advised that I have received and reviewed documents submitted by Charles Surmonte, P.E. & P.L.S. for Long Branch Sewerage Authority (LBSA) Sanitary Sewer Application Approval, as follows:

- Plans entitled, "Preliminary and Final Site Plan, The Enclave, Lots 26, 27 & 28, Block 117, City of Long Branch, Monmouth County," prepared by Charles Surmonte, P.E. & P.L.S., dated June 4, 2007, last revised November 28, 2020;
- Long Branch Sewerage Authority Form A, Application for Conceptual Review; and
- Check No. 1035, totaling \$1,100.00, representing the initial Application Review Escrow.

The Applicant is proposing a development of twenty (20) new townhomes, contained within four buildings. To service the new development, a new sanitary sewer system consisting of 8" PVC pipe, 3 manholes, and laterals for each of the 20 units is proposed and will connect to the existing sanitary sewer within Brighton Avenue with a new doghouse manhole. The total proposed flow is 6,000 gallons per day.

Based upon review of the above referenced documents, it is recommended that the Enclave at West End Application be approved subject to compliance with the following:

1. Submission of two (2) signed and sealed originals and one (1) PDF of complete final drawings incorporating the following revisions:

Maser Consulting will be known as Colliers Engineering & Design in 2021

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1-29

- Existing Conditions Plan shall be provided with the following:
 - Existing property laterals and points of connection to main shall be shown directly on the plan for structures that have been or are proposed to be demolished. All existing sanitary sewer connections shall be abandoned and plugged at the point of connection to the main in accordance with the LBSA Rules and Regulations. The Authority Engineer must be present for all lateral abandonment operations. Indicate same directly on the plans.
 - A note shall be added to indicate that the Contractor/Applicant shall be responsible to locate the existing sanitary sewer laterals.
 - Existing sewer main sizes shall be indicated on the plan.
- Improvement Plan
 - The following Utility Notes shall be provided:
 - The Contractor shall perform test pits to verify existing utility depths, sizes, and locations prior to connecting the proposed sanitary sewer lateral to the existing sewer main. The Contractor shall notify the Engineer in writing of any conflicts so that design modifications can be made.
 - Any damage caused to the Long Branch Sewerage Authority sanitary sewer system as a result of construction activities, as solely determined by the Long Branch Sewerage Authority, shall be repaired by the Contractor/Applicant, at the Contractor's/Applicant's cost, to the satisfaction of the Authority.
 - All work shall be performed in accordance with Long Branch Sewerage Authority Rules and Regulations and Standard Details.
 - Prior to acceptance, the sanitary sewer facilities shall be tested in accordance with Long Branch Sewerage Authority Rules and Regulations, and witnessed and approved by the Authority.
 - Prior to acceptance, As-Built Plans, both in electronic and paper formats, for the sanitary sewer lateral, shall be submitted to Long Branch Sewerage Authority for review and approval.
- 2. Submission of two (2) signed and sealed originals and one (1) PDF copy of the Sanitary Sewer Construction Cost Estimate, for review and approval.
- 3. Submission of two (2) signed and sealed originals and one (1) PDF copy of the Sanitary Sewer Report.
- 4. Submission of two (2) signed and sealed originals and one (1) PDF copy of the Sanitary Sewer Construction Specifications.



5. Provide City of Long Branch Office of Planning and Zoning Resolution Approval for the project.
6. Submission of two (2) signed and sealed originals and one (1) PDF copy of the Plumbing Plans. The grease interceptor for the kitchen shall be shown on the Plumbing Plans. Plumbing Plans must comply with Section 7A.6 "Elevation of Sanitary Fixtures" of the LBSA Rules and Regulations.
7. Submission of two (2) signed and sealed originals and one (1) PDF copy of the Architectural Plans, for review and approval.
8. Submission of TWA-1, WQM-003, and WQM-006 forms.
9. The Applicant's compliance with any additional revisions/comments that may be required upon review of submittal and/or resubmittal documents.
10. Submission of a Performance Bond or Letter of Credit in the amount of 100% of the Sanitary Sewer Construction Cost Estimate, once approved. It is required that the Performance Bond be submitted prior to the start of construction.
11. Submission of Engineering Inspection Fees in the amount 10% of the Sanitary Sewer Construction Cost Estimate, once approved. It is required that the Engineering Inspection Fees be submitted prior to the start of construction.
12. Submission of Connection Fees in the amount of \$83,358.00, based upon a total of 20 new residential units, less 2 existing units as calculated below:

20 proposed units – 2 existing units = 18 net units at the current rate of \$4,631 per unit = \$83,358.00

Total Connection Fee = \$83,358.00

The Connection Fee above is based upon information provided in the previously referenced Transmittal Letter and is subject to change based upon actual facilities/units proposed.

Payment of 50% of the Connection Fees is required prior to the issuance of a Building Permit, and the remaining 50% of the Connection Fees prior to the issuance of a Certificate of Occupancy for the building.

The Applicant is advised that the Connection Fee due is based upon the Connection Fee Rate in effect at the time of payment and is subject to change accordingly.



13. Two (2) weeks prior to the anticipated start of construction, notification shall be provided to LBSA to allow for the scheduling of a pre-construction meeting.
14. Operation and maintenance of the on-site sanitary sewer, exclusively serving the Enclave at West End development, shall be the responsibility of the property owner(s).
15. Even though operation and maintenance of the on-site sanitary sewer, exclusively serving the Enclave at West End development, will be the responsibility of the property owner(s) after the facilities have been constructed, the Applicant is required to install the on-site sanitary sewer facilities in accordance with LBSA Standards.

Should you have any questions or require additional information, please do not hesitate to contact me directly.

Very truly yours,

MASER CONSULTING, INC.

A handwritten signature in black ink, reading 'John D. VanDorpe'.

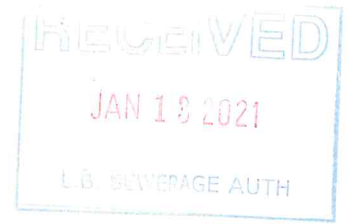
John D. VanDorpe, P.E.
LBSA Engineer

JVD/lsl/msd



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EARLE ASPHALT COMPANY
GENERAL CONTRACTORS



P.O. Drawer 556
Farmingdale, New Jersey 07727

Tel: 732-308-1113
Fax: 732-612-1097

January 02, 2021

Via Regular Mail

Long Branch Sewerage Authority
150 Joline Avenue
Long Branch, NJ 07740

Re: Hoey Pump Station Force Main Replacement / 21021

Dear :

Enclosed please find the Monthly Project Workforce Report (AA202) for the above referenced project for month ending December 2020.

Sincerely,

Theresa Mancusi

Theresa Mancusi
Payroll Bookkeeper

Enclosure

Cc: John D. Van Dorpe, PE / Maser Consulting

TOM

1-30

**✓ AA-202 Monthly Project Workforce Report Confirmation**

Your AA-202 Monthly Project Workforce Report has been successfully submitted. Please [print](#) this confirmation page for your personal records.

To view the current Target Analysis (Running Hours) for this contract, [click here](#).

Reporting Period: November 29, 2020 to January 02, 2021

Submitter Name: SABRINA CORLISS

Date Submitted: January 08, 2021

Comment: NO WORK PERFORMED

Prime Contractor

Name: EARLE ASPHALT COMPANY4

Contractor Id: 242

Address: PO DRAWER 556 FARMINGDALE, NJ 07727

FID or SSN: 221841600

Public Agency Awarding Contract

Name: LONG BRANCH SEWERAGE AUTHORITY
(MONMOUTH) 20

Date of Award: November 18, 2020

Project Name: HOEY PUMP STATION FORCE MAIN

Project Location: MONMOUTH

Contract Amount: \$2,052,813.13

Contract Id 69450

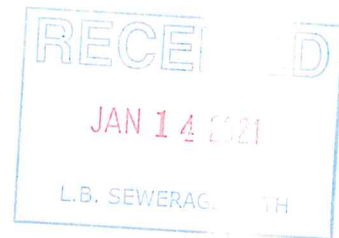


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January 14, 2021

VIA E-MAIL



Mr. Ryan McCarthy
NJDOT
1035 Parkway Avenue
Trenton, NJ 08625

Re: Long Branch Sewerage Authority
Route 36, Bridge over Troutmans Creek
NJDOT
City of Long Branch, Monmouth County, New Jersey
MC Project No. LBS-315

Dear Mr. McCarthy:

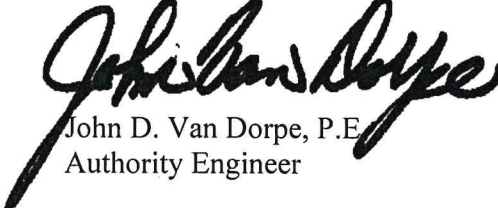
Please be advised that I have received and reviewed base plans submitted by the NJDOT. The submitted plans have been marked up to depict the current sanitary sewer system within the proposed work area. The marked-up plans are enclosed. The installation date of the sanitary sewers is unknown. Please note that the enclosed mark-ups are in accordance with the available existing records. All sanitary facilities shall be field verified by a licensed surveyor prior to roadway and bridge work.

We also request that your Engineer contact LBSA prior to construction to discuss the project and protection of sanitary facilities, considering that numerous critical infrastructures are within the proposed project area. LBSA shall also be invited to the pre-construction meeting for this project.

Should you have any questions, or require additional information, please do not hesitate to contact me.

Very truly yours,

MASER CONSULTING, INC.


John D. Van Dorpe, P.E.
Authority Engineer

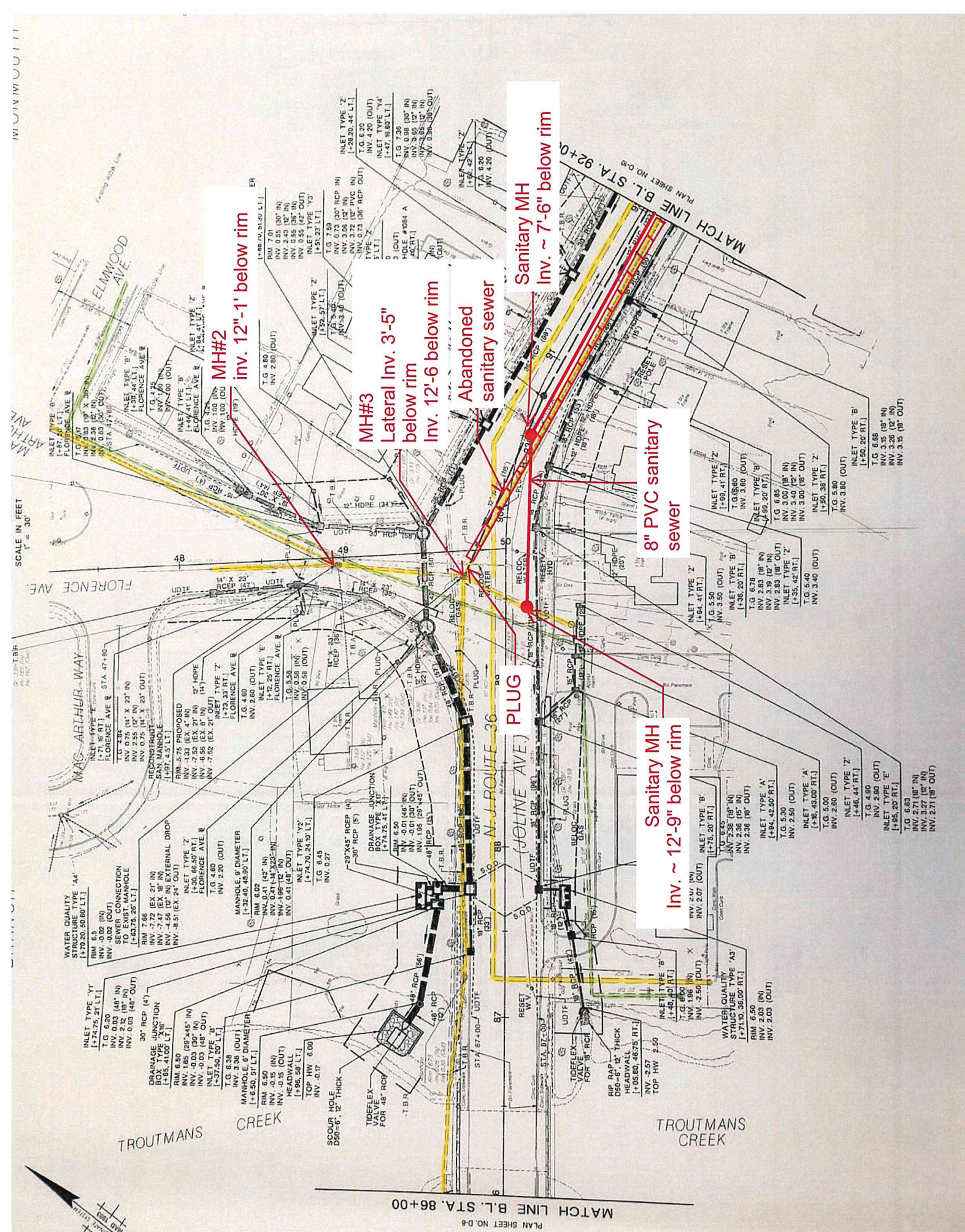
JVD/lsl/msd
Enclosures

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Tom

1-31



WATER QUALITY STRUCTURE, 'AS'

RIM 6.50
INV. 0.39 (IN)
INV. 0.39 (OUT)

24" RCP (9')
MANHOLE, 6' DIAMETER
+46, 49.60' LT.]
RIM 6.50
INV. 1.40 (36" IN)
INV. 0.36 (24" IN)
INV. 0.36 (42" OUT)

42" RCP (14')
HEADWALL
+61, 55.00' LT.]
TOP HW 5.00
INV. 0.00
TIDFLEX
FOR 42" RCP
SCOUR HOLE
D50-6"
12" THICK

MATCH LINE B.L. STA. 86+00

PLAN SHEET NO. D-9

MH in wooded area

1. MANHOLE #1177A
2.00, 55.00' LT.] MATCH LOCATION OF EX. SANITARY MAIN
12.80
IN. (MATCH) ELEV. OF EX. 8" PVC EXTERNAL DROP
-1.77 (8" PVC OUT)

EX. 18" PVC (IN)
EX. 18" PVC (OUT)

INLET TYPE 'B'
T.G. 5.37
INV. 2.20 (OUT)

MANHOLE, 5' DIAMETER
+53, 10' LT.]
RIM 5.70
INV. 1.84 (36" RCP IN)
INV. 2.15 (15" RCP IN)
INV. 1.84 (36" RCP OUT)

MANHOLE, 6' DIAMETER
+22, 10' LT.]
RIM 7.28
INV. 0.90 (IN)
INV. 0.90 (OUT)

MANHOLE, 6' DIAMETER
+38, 47' LT.]
RIM 5.50
INV. 0.42 (42" RCP IN)
INV. 0.42 (24" RCP OUT)
INV. 1.50 (36" RCP OUT)

42" RCP (119')

36" RCP (5')

15" RCP (8')

36" RCP (166')

15" RCP (8')

36" RCP (166')

15" RCP (8')

36" RCP (166')

15" RCP (8')

36" RCP (166')

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36" RCP (166')

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36" RCP (166')

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36" RCP (166')

15" RCP (8')

36" RCP (166')

15" RCP (8')

MH#1

INV: 14'-2" Below Rim

ROUTE 36 (JOLINE

EXIST. 18" RCP
TO REMAIN

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TO REMAIN

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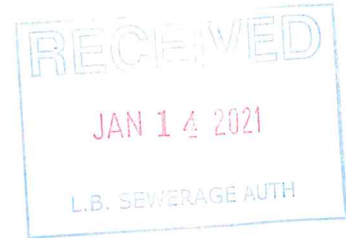
INLET TYPE 'B'
+18, 20.10' RT.]
T.G. 7.04
INV. 2.82 (IN)
INV. 1.0 (OUT)



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January 14, 2021



Mr. Thomas Roguski, P.E., Executive Director
Long Branch Sewerage Authority
150 Joline Avenue
P. O. Box 720
Long Branch, NJ 07740

Re: Long Branch Sewerage Authority
NJDOT Route 36
Bridge over Troutmans Creek Project
UECA-6-RT36BOTC-163490, UPC:163490
City of Long Branch, Monmouth County, New Jersey
MC Project No. LBS-315

Dear Mr. Roguski:

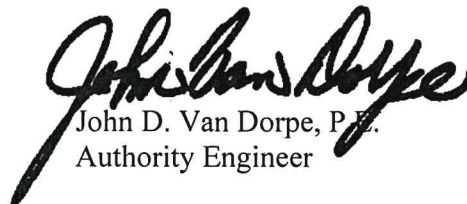
I do not see any significant problems with the proposed DOT Agreement for the Route 36, Bridge over Troutmans Creek Project. It includes provisions for payment of any necessary relocation and other work required to the Long Branch Sewerage Authority system; and for design, review, approval, and inspection work associated with the project. Attached are my notes and comments.

These documents should be reviewed and approved by the Authority Attorney and Auditor before approval of the Agreement by the Authority.

If you have any questions regarding our recommendation, please do not hesitate to contact me.

Very truly yours,

MASER CONSULTING, INC.


John D. Van Dorpe, P.E.
Authority Engineer

JVD/msd
Enclosures

\\HQFAS1\General\Projects\Lbs\LBS-315\Correspondence\OUT210114_jvd_Roguski.docx

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1-32

Review of NJDOT Ltr/Doc UPC-163490

Regarding Rt 36, Bridge over Troutman Creek

- Requires "Buy America Commitment Letter" & "Buy America Assurance Plan" be submitted with the Agreement. Buy America is required for reimbursement of expenditures.

If LBSA doesn't have a "Buy America Assurance Plan", a plan may be developed from documents that have been incorporated into recent specifications req'd by the State Funded Projects

- DUNS # is req'd
- UECA-6-RT36 BOTC-163490 is also based on previously reviewed Agmt for "Work done by State's Contractor - UECA MUNS (3-05-2018)"
 - It doesn't mitigate LBSA's Legal Right to Occupy ROW (RT36)
 - It doesn't obligate LBSA to relocate at own expense
 - State is paying for any LBSA systems work req'd, as well as reimbursing for review, design & inspection costs

- LBSA is to provide info on existing facilities within project limits, assist w/ ID'ing conflicts & developing plan when applicable for relocation, protection &/or betterment of facilities

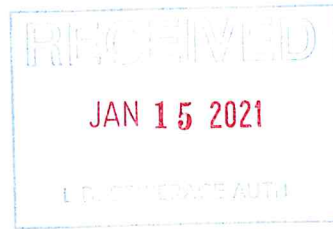
* - 60 Day time limit for submittal of expenses incurred by LBSA for project

* - Billing methods & reqts need to be strictly adhered to for approval of reimbursement of expenses incurred

* - Amounts of Enrgy costs are estimated to be \$5000 by State, but will be adjusted to reflect actual costs, which will require "Utility Agmt Modif"



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January 14, 2021

Mr. Thomas Roguski, Executive Director
Long Branch Sewerage Authority
150 Joline Avenue
P.O. Box 720
Long Branch, NJ 07740-0702

Re: Engineer's Status Report
January 2021 Meeting
MC Project No. LBS-001

Dear Mr. Roguski:

The following is a report on the status of projects for which Maser Consulting is responsible:

1. WWTP Hot Water System Improvements (LBS-272)

The project was originally bid on February 11, 2020, and there were no bidders. Accordingly, Maser Consulting worked to separate the work and insert the final settling tank drive replacements into forthcoming LBS-281 (Sludge Holding System Modifications). This project (LBS-272) will be revised to remove the hot water piping work that has been completed by LBSA staff and make revisions that were discussed during our last visit to the treatment plant. We will schedule a site meeting to review the revised project scope.

2. Sanitary Sewer Railroad Crossing Study and Improvements (LBS-274)

One of the railroad crossings has been televised. The other railroad crossings are scheduled for the week of January 25, 2021.

3. Hoey Pump Station Force Main Replacement (LBS-275)

Preconstruction meetings were held January 8, 2021 and January 12, 2021. Notice to Proceed to be issued January 18, 2021. A separate meeting will be scheduled with the Long Branch Police Department, New Jersey Transit, and utility companies. Construction is expected to begin at the start of February.



4. Sludge Holding System Modifications & Final Settling Tank Improvements (LBS-281)

Maser Consulting has received comments from LBSA and DEP, and provided revised plans and specifications to LBSA. Bid date to be selected. Revised documents to be submitted to NJDEP.

5. I/I Study and Improvements (LBS-284)

The TV inspection of the pipes on Ocean Avenue is scheduled to start January 21, 2021. Once all of the pipes are televised, we will determine the best course of action for rehabilitation to remove I & I.

6. Lincoln Gardens Pump Station By-Pass Piping (LBS-297)

Contracts have been signed and distributed. Pre-construction meeting is being scheduled and construction will be scheduled for this winter.

7. Air Permit Renewal (LBS-311P)

Maser Consulting is coordinating renewal of air permits and compliance review with our subconsultant Trinity.

8. Active Escrow Projects

LBS-233 – Pier Village Phase 3 (in construction)

Punch lists have been updated. WQM-005 to be prepared and submitted.

LBS-261 – South Beach at Long Branch (in construction)

As-built to be input into VUEWorks.

LBS-276 – Chabad of the Shore (in construction)

Sewer lateral was installed, pending final approval and inspection.

LBS-277 – Transit Village (in construction)

Pre-construction meeting was held on December 10, 2020.

LBS-278 – The Reef (in construction)

Sewer main in Ocean Avenue was installed. Road settlement was resolved August 8, 2020.

LBS-282 – The Brighton (in construction)

Pre-construction meeting was held; construction (lateral installation) pending.

LBS-290 – Takanassee (in construction)

Sanitary main and laterals installed. Final testing to be performed.



LBS-292 – Proposed 7-Eleven

Received revised documents. Approval letter was sent January 7, 2021 to the Applicant.

LBS-295 – Broadway Place (Phase I/II)

Approval letter sent May 12, 2020. Developer's agreement and fees were sent to the Applicant on July 9, 2020.

LBS-296 – 345 Ocean Boulevard (in construction)

As-built being added to VUEWorks.

LBS-299 – The Belmont

Application was approved. Performance bond was submitted.

LBS-304 – Jemal's Church Street School (in construction)

Sanitary lateral was installed. Punchlist was sent December 23, 2020.

LBS-305 – Pax Plaza

Approval letter was sent January 4, 2021 to the Applicant.

LBS-306 – 38 Sternberger Avenue

Approval letter sent October 2, 2020. Building permit signed off November 2020.

LBS-308 – Chelsea School

Review letter sent December 4, 2020 to Applicant.

LBS-309 – Rt. 36 Resurfacing

Review letter sent December 23, 2020 to NJDOT.

LBS-310 – Pleasure Bay Park Pool Improvements

Revised documents were received via e-mail. Currently under review.

LBS-314 – The Enclave at West End

Review letter was sent January 6, 2021 to LBSA.

LBS-315 – NJDOT Bridge over Troutman's Creek

Review letter to be sent this week.



Mr. Thomas Roguski
MC Project No. LBS-001
January 14, 2021
Page 4 of 4

If you have any questions, or require additional information, please do not hesitate to contact me.

Very truly yours,

MASER CONSULTING, INC.

A handwritten signature in black ink, appearing to read 'John D. Van Dorpe', is written over the printed name and title.

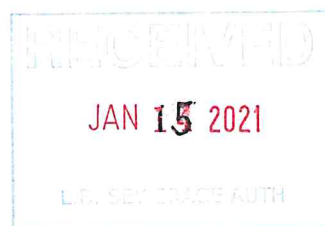
John D. Van Dorpe, P.E.
Authority Engineer

JVD/lsl/msd

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Tom Roguski

From: David Kaplan <dkaplan@wiss.com>
Sent: Friday, January 15, 2021 11:21 AM
To: Tom Roguski
Cc: Marion Uyeyama
Subject: Change in Partner in Charge 2020 audit



Hi Tom,

To memorialize our conversations regarding same, please be advised that my last day with Wiss and Co. is today, January 15th. Wiss fully intends to honor their engagement contract and complete the 2020 audit. Scott Clelland will assume my role and be responsible for the engagement. He will also virtually attend your monthly Board meetings, or assign someone to do so.

Thanks for everything and good luck going forward.

DK

David A. Kaplan CPA, RMA, PSA | Director



100 Campus Drive, Suite 400, Florham Park, NJ 07932

p 973.994.9400

c.732.241.1632

NJ | NY | PA



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RESOLUTION EXHIBITS



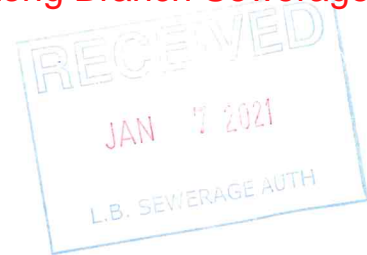
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January 6, 2021

VIA E-MAIL

EXHIBIT A
January 20, 2021 Meeting
Long Branch Sewerage Authority



Mr. Thomas Roguski, Executive Director
Long Branch Sewerage Authority
150 Joline Avenue
P.O. Box 720
Long Branch, NJ 07740-0702

Re: Long Branch Sewerage Authority
The Enclave at West End
221, 235, 237 Brighton Avenue
Block 117, Lots 26, 27 & 28
City of Long Branch, Monmouth County, New Jersey
MC Project No. LBS-314

Dear Mr. Roguski:

Please be advised that I have received and reviewed documents submitted by Charles Surmonte, P.E. & P.L.S. for Long Branch Sewerage Authority (LBSA) Sanitary Sewer Application Approval, as follows:

- Plans entitled, "Preliminary and Final Site Plan, The Enclave, Lots 26, 27 & 28, Block 117, City of Long Branch, Monmouth County," prepared by Charles Surmonte, P.E. & P.L.S., dated June 4, 2007, last revised November 28, 2020;
- Long Branch Sewerage Authority Form A, Application for Conceptual Review; and
- Check No. 1035, totaling \$1,100.00, representing the initial Application Review Escrow.

The Applicant is proposing a development of twenty (20) new townhomes, contained within four buildings. To service the new development, a new sanitary sewer system consisting of 8" PVC pipe, 3 manholes, and laterals for each of the 20 units is proposed and will connect to the existing sanitary sewer within Brighton Avenue with a new doghouse manhole. The total proposed flow is 6,000 gallons per day.

Based upon review of the above referenced documents, it is recommended that the Enclave at West End Application be approved subject to compliance with the following:

1. Submission of two (2) signed and sealed originals and one (1) PDF of complete final drawings incorporating the following revisions:

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- Existing Conditions Plan shall be provided with the following:
 - Existing property laterals and points of connection to main shall be shown directly on the plan for structures that have been or are proposed to be demolished. All existing sanitary sewer connections shall be abandoned and plugged at the point of connection to the main in accordance with the LBSA Rules and Regulations. The Authority Engineer must be present for all lateral abandonment operations. Indicate same directly on the plans.
 - A note shall be added to indicate that the Contractor/Applicant shall be responsible to locate the existing sanitary sewer laterals.
 - Existing sewer main sizes shall be indicated on the plan.
- Improvement Plan
 - The following Utility Notes shall be provided:
 - The Contractor shall perform test pits to verify existing utility depths, sizes, and locations prior to connecting the proposed sanitary sewer lateral to the existing sewer main. The Contractor shall notify the Engineer in writing of any conflicts so that design modifications can be made.
 - Any damage caused to the Long Branch Sewerage Authority sanitary sewer system as a result of construction activities, as solely determined by the Long Branch Sewerage Authority, shall be repaired by the Contractor/Applicant, at the Contractor's/Applicant's cost, to the satisfaction of the Authority.
 - All work shall be performed in accordance with Long Branch Sewerage Authority Rules and Regulations and Standard Details.
 - Prior to acceptance, the sanitary sewer facilities shall be tested in accordance with Long Branch Sewerage Authority Rules and Regulations, and witnessed and approved by the Authority.
 - Prior to acceptance, As-Built Plans, both in electronic and paper formats, for the sanitary sewer lateral, shall be submitted to Long Branch Sewerage Authority for review and approval.
- 2. Submission of two (2) signed and sealed originals and one (1) PDF copy of the Sanitary Sewer Construction Cost Estimate, for review and approval.
- 3. Submission of two (2) signed and sealed originals and one (1) PDF copy of the Sanitary Sewer Report.
- 4. Submission of two (2) signed and sealed originals and one (1) PDF copy of the Sanitary Sewer Construction Specifications.



5. Provide City of Long Branch Office of Planning and Zoning Resolution Approval for the project.
6. Submission of two (2) signed and sealed originals and one (1) PDF copy of the Plumbing Plans. The grease interceptor for the kitchen shall be shown on the Plumbing Plans. Plumbing Plans must comply with Section 7A.6 "Elevation of Sanitary Fixtures" of the LBSA Rules and Regulations.
7. Submission of two (2) signed and sealed originals and one (1) PDF copy of the Architectural Plans, for review and approval.
8. Submission of TWA-1, WQM-003, and WQM-006 forms.
9. The Applicant's compliance with any additional revisions/comments that may be required upon review of submittal and/or resubmittal documents.
10. Submission of a Performance Bond or Letter of Credit in the amount of 100% of the Sanitary Sewer Construction Cost Estimate, once approved. It is required that the Performance Bond be submitted prior to the start of construction.
11. Submission of Engineering Inspection Fees in the amount 10% of the Sanitary Sewer Construction Cost Estimate, once approved. It is required that the Engineering Inspection Fees be submitted prior to the start of construction.
12. Submission of Connection Fees in the amount of \$83,358.00, based upon a total of 20 new residential units, less 2 existing units as calculated below:

20 proposed units – 2 existing units = 18 net units at the current rate of \$4,631 per unit = \$83,358.00

Total Connection Fee = \$83,358.00

The Connection Fee above is based upon information provided in the previously referenced Transmittal Letter and is subject to change based upon actual facilities/units proposed.

Payment of 50% of the Connection Fees is required prior to the issuance of a Building Permit, and the remaining 50% of the Connection Fees prior to the issuance of a Certificate of Occupancy for the building.

The Applicant is advised that the Connection Fee due is based upon the Connection Fee Rate in effect at the time of payment and is subject to change accordingly.

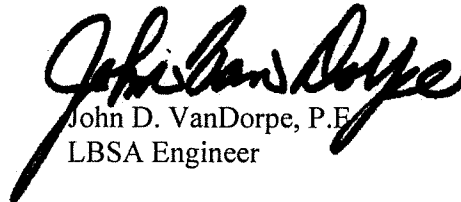


13. Two (2) weeks prior to the anticipated start of construction, notification shall be provided to LBSA to allow for the scheduling of a pre-construction meeting.
14. Operation and maintenance of the on-site sanitary sewer, exclusively serving the Enclave at West End development, shall be the responsibility of the property owner(s).
15. Even though operation and maintenance of the on-site sanitary sewer, exclusively serving the Enclave at West End development, will be the responsibility of the property owner(s) after the facilities have been constructed, the Applicant is required to install the on-site sanitary sewer facilities in accordance with LBSA Standards.

Should you have any questions or require additional information, please do not hesitate to contact me directly.

Very truly yours,

MASER CONSULTING, INC.



John D. VanDorpe, P.E.
LBSA Engineer

JVD/lsl/msd

Rt. 36, Bridge over Troutmans Creek
Long Branch City
Monmouth County
Long Branch Sewerage Authority
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EXHIBIT B

January 20, 2021 Meeting
Long Branch Sewerage Authority

THIS AGREEMENT made this _____ day of _____, _____, between the **COMMISSIONER OF TRANSPORTATION**, acting for and in the name of the **STATE OF NEW JERSEY**, hereinafter called the "State", and the **LONG BRANCH SEWERAGE AUTHORITY**, hereinafter called the "Utility".

WHEREAS, State is about to undertake the design and construction of Rt. 36, Bridge over Troutmans Creek located in Long Branch City, Monmouth County, hereinafter called the "Project"; and

WHEREAS, the Project may require the construction of new, and/or the protection, relocation and/or adjustment of facilities of the existing Sewerage system which is owned and operated by the Utility; and

WHEREAS, Utility's legal right to occupy public right-of-way, subject to the conditions imposed by the State, is in no way mitigated by this Agreement; and

WHEREAS, Utility is not obligated by State law or agreement to relocate its own facilities at its own expense for this type of Project; and

WHEREAS, the provisions of the State's Accommodation of Utilities within Highway Right-of-Way N.J.A.C. 16:25 and Code of Federal Regulations, 23 C.F.R. 645, Subpart B are applicable.

NOW THEREFORE, State and Utility, for the mutual benefits to be obtained, agree as follows:

- (1) The State and Utility shall cooperate in developing plans and cost estimates for their respective work necessitated by the Project.
- (2) The Utility shall designate a responsible representative to coordinate its effort with those of the State.
- (3) The State will, at its sole cost and expense, contract for and cause to be constructed, all items indicated in the State's contract plans and specifications for the Project, related to existing and proposed facilities owned and operated by the Utility.
- (4) The State will authorize and reimburse the Utility for its actual costs for design, review, approval and inspection, for the protection, relocation or adjustment of its existing facilities necessary to accomplish the Project.
- (5) The Utility's preliminary engineering design costs for correspondence, meetings and exchanges of engineering information are eligible for reimbursement and the State will accept billing of these costs after this Agreement is fully executed and issued.

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- (6) The Utility shall disclose and verify its existing facilities at no cost to State within the Project limits identifying the facility type, size and operating potentials.
- (7) The State will indicate the existing and proposed utility facilities, owned and operated by the Utility, and to be constructed by the State, in State's contract documents for the Project.
- (8) When the State proceeds to develop the Project plans, the State and Utility shall jointly identify potential conflicts between the Utility's facilities and the Project, and shall jointly develop a scheme for the protection, relocation, rearrangement and/or betterment of facilities in accordance with N.J.A.C. 16:25 Utility Accommodation to accomplish the Project.
- (9) Subsequent to the development of the above scheme with the approval of the State and concurrence of the Utility, the State will issue a "Utility Owner Design Authorization (Check List)" describing the utility work and authorizing the State's designer to finalize design plans, estimates, and schedules necessary to construct new, and/or protect, relocate, and/or rearrange facilities in concert with the Project, and incorporate them into the State's Project contract documents.
- (10) The State will develop a "Utility Agreement Modification" which may include a Utility Agreement Plan outlining work "To be performed by State's contractor at State Expense", estimated cost for field engineering, inspection and/or valve turning operations to be performed by Utility's personnel. This will be issued in the person of the Executive Regional Manager Team B (NJDOT).
- (11) The purpose of this Agreement is to cover all the required utility facility construction, protection, relocation, and rearrangement work necessitated by the Project; however, it is agreed that the State, in the person of the Executive Regional Manager Team B (NJDOT), will issue modifications to this Agreement to cover unanticipated work, resulting from Project activities and/or field conditions.
- (12) State will supply the Utility with a copy of the contract plans and specifications when the Project is advertised.
- (13) The State will request, by certified mail, the Utility to submit final invoices for costs incurred by the Utility upon; (a) completion of design; (b) completion of the utility work; or (c) cancellation of the Project. All such invoices shall be submitted to the State within sixty (60) days of this request. The State may not accept invoices for payment submitted after the sixty (60) day period.

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- (14) All matters pertaining to subcontracted work, billing, estimates, survey control, extra work items and inspection responsibility shall be in accordance with the Memorandum Of Record dated January 10, 2013, entitled: "Procedures Governing Estimation of Costs, Requirements During Construction and Billing the New Jersey Department of Transportation for Public Utility Work", and in accordance with the Federal Regulations 23 CFR 645, Subpart A and with it being understood that where the State's Regulations are in conflict with the Federal Regulations, the Federal Regulations shall govern. Billing shall be based on accounting methods used by the Utility in conformity with the system of accounts adopted and prescribed by the Division of Local Government Services of the State of New Jersey. The matter of "Credit for Expired Service Life" has been considered for all items and where allowances apply, same are hereinafter specified in description of items and the cost summary.
- (15) The Utility will comply with the Buy America Federal Regulation requirements U.S.C. 313 and 23 CFR 635.410, for all steel and iron materials furnished by the Utility and its Subcontractors for permanent incorporation in this Project. Under this requirement, all manufacturing processes for steel and iron products shall occur in the United States including all melting, rolling, extruding, machining, bending, grinding, drilling and coating. The Utility Company shall submit a Buy America Commitment letter at the time of execution of this Agreement affirmatively stating that the Utility is committed to complying with all the requirements of the Buy America Federal Regulations, and that the Utility will comply with its approved Buy America Assurance Plan. The Utility's Buy America Assurance Plan shall indicate how the Utility will ensure that only materials that comply with the Federal Buy America requirements will be used for permanent incorporation into this Project. This will include how the Utility will maintain the records of certification from suppliers, fabricators and manufacturers verifying compliance with Buy America Federal Regulations. The State reserves the right to audit such records at the completion of the Project. The lack of these documents will be justification for rejection of the steel and/or iron product thus resulting in nonpayment for all work performed by the Utility.
- With the Final Construction Invoice submission, the Utility shall submit a "Buy America Certification of Compliance" certifying that:
- All steel and iron products provided for permanent incorporation in the Project, were made from steel and iron that was melted and manufactured in the United States including the application of coatings which protect or enhance the value of the material.**
- Or if any material does not comply with these requirements, the Utility will indicate what material does not comply. The State may require the Utility to remove and replace material that does not comply with the Buy America requirements, at no expense to the Department and may deny the Utility reimbursement for all the relocation costs incurred by the Utility.
- (16) The Utility shall perform the work, specified herein, with its own forces wherever possible and only have that portion of the work performed by a consultant or contractor that the Utility is not adequately staffed or equipped to perform with its own forces.

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- (17) The intention of this Agreement is that facilities which are removed, relocated, or disrupted will be replaced in such a manner that shall result in services being restored to the status and degree of use as existed prior to said changes. The Utility and the State agree to jointly use their best efforts to relocate, adjust and/or abandon the existing facilities and construct any new facilities without detrimentally affecting or interrupting services to the Utility's customers. In the event during construction of the Project it is necessary to detrimentally affect or interrupt services, the Utility shall be notified at least 48 hours in advance, unless the particular circumstances dictate less notice.
- (18) The design of utility facilities intended to be constructed by the State for the Utility shall be approved by the Utility before the State includes such facilities in the State's contract documents before the Project is advertised.
- (19) In no case will the State pay for betterment of facilities nor will the State pay any costs for work performed for the sole benefit or convenience of the Utility, the State's contractor, or the Utility's contractor.
- (20) Utility facilities constructed under the terms of this Agreement shall become the sole property of the Utility and the Utility shall be solely responsible for their operation, repair, and maintenance.
- (21) The State will obtain and bear the cost of all permits, environmental or otherwise, relating to the construction of new, and/or the protection, relocation and/or rearrangement of existing facilities, as necessitated by the Project, whether the necessary utility work is within or outside of the highway right-of-way. However, should the Utility choose to install facilities that constitute betterment, then it is the sole responsibility of the Utility to obtain the permits necessary for said betterment. It is further understood that should the Utility desire to install additional facilities, at a future date within the highway right-of-way, the Utility shall obtain the appropriate Utility Permit from the authority having jurisdiction over the highway. This Agreement is the Utility Permit for the work authorized herein.
- (22) Subject to provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-et seq., the State will be responsible for personal injuries and property damage caused by the actions of the State, its employees or agents which arises out of this Agreement. Any claim for such personal injury or property damage must be filed in accordance with N.J.S.A. 59:8-1 et seq.

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- (23) Subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et. Seq., the Utility will be responsible for personal injuries and property damage caused by the actions of the Utility, its employees or agents which arises out of this Agreement. Any claim for such personal injury or property damage must be filed in accordance with N.J.S.A. 59:8-1 et seq.
- (24) The State has estimated the Utility's engineering costs for the Project and will adjust these costs to reflect the actual costs incurred by the Utility by issuing the appropriate Utility Agreement Modification.
- (25) The Utility's engineering costs incurred for the Project are eligible for reimbursement as of 11/25/2020, and are estimated to be \$5,000.00.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the date and year first written above.

ATTEST:

LONG BRANCH SEWERAGE AUTHORITY

Name:
Title:

By: _____
Name:
Title:

ATTEST:

STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION

Anika James, Secretary
Department of Transportation

By: _____
Paul F. Schneider, Director
Capital Program Support

Date: _____

This aforementioned Agreement has been
reviewed and approved as to form.

Recommended:

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY

Date:

By: _____
Nonee Lee Wagner
Deputy Attorney General

Jayesh Pandya
Project Management Specialist III, Team B
Division of Project Management

Date: _____

EXHIBIT C

January 20, 2021 Meeting
Long Branch Sewerage Authority

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UECA-6-RT36BOTC-163490

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UPC Code:163490

Contract ID No.:2112041

DUNS No. for Utility: _____

THIS AMENDMENT AGREEMENT made this _____ day of _____, between COMMISSIONER of TRANSPORTATION, acting for and in the name of the STATE OF NEW JERSEY, hereinafter called the "State", and the LONG BRANCH SEWERAGE AUTHORITY, hereinafter called the "Utility".

WHEREAS, the State and Utility have already agreed upon but not fully executed a Utility Agreement before July 1, 2017"; and

WHEREAS, the State has determined that federal financial assistance or grants have been or will be expended in the design and construction of this Project, and;

WHEREAS, as of July 1, 2017, 2 C.F.R. 200 and 2 C.F.R. 200, Appendix II are mandated to be part of any procurement based on federal financial assistance; and

WHEREAS, 2 C.F.R. 200 requires other federal regulations to be followed and adhered to in construction projects using federal financial assistance; and

WHEREAS, before entering into additional phases of the Utility's work, an amendment to the original agreement must be executed;

WHEREAS, the Utility is owned by Long Branch Sewerage Authority and as such must follow its Municipal procurement laws and policies;

NOW THEREFORE, State and Utility, for the mutual benefits to be obtained agree as follows:

GENERAL CONDITIONS

- (1) The agreed upon but unexecuted agreement before July 1, 2017 is being executed simultaneous with this Amendment.

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- (2) The previous Agreement is superceded to the extent that it conflicts with the Amendment, all non-conflicting provisions shall remain in full force and effect.

AMENDMENTS

- (3) This paragraph amends UECA NORM paragraph 10.

After receipt of the Utility's plans, estimates, and schedules, the State will develop a "Utility Agreement Modification". The Utility Agreement Modification, may include a Utility Agreement Plan, but it will set forth in detail the proposed Scope of Work to be performed by the Utility, the anticipated schedules, estimates, project duration and benchmarks, and funding ceilings to accomplish the utility work in the Project by the Utility and/or its contractor to be reimbursed by the State. Separate Utility Agreement Modifications can be performed for the design work and the construction work if a Utility is contracting with firms outside of the Utility to consult with the State in the Preliminary Design process. If the construction is to be performed by the State's Contractor, the Utility

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Modification will indicate within the Scope of Work any duties of inspection or verification being retained by the Utility.

- (4) This paragraph amends UECA NORM paragraph 14.

State will request, by certified mail, the Utility to submit final invoices for costs incurred by the Utility upon: (a) completion of design; (b) completion of the utility work; or (c) cancellation of the Project. Final construction invoice shall be submitted along with the Certificate of Compliance (DC17U). (Exhibit 1). All such invoices shall be submitted to the State monthly and the State shall not accept invoices for payment submitted after a sixty (60) day period. In no event will the State reimburse the Utility for costs not included in invoices submitted to the State after the sixty (60) days period following notice. In compliance with 2 C.F.R. 200.309, the Utility shall not charge to this Agreement costs incurred after the period of performance of the project.

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- (5) This paragraph amends UECA NORM paragraph 15. All matters pertaining to subcontracted work, billing, estimates, survey control, extra work items, and inspection responsibility shall be in accordance with the Memorandum of Record dated January 10, 2013, entitled "Procedures Governing Estimation of Costs; Requirements During Construction and Billing the New Jersey Department of Transportation for Public Utility Work", and in accordance with the federal regulations at 23 C.F.R. Subpart A and 2 C.F.R. 200 Subpart E and with it being understood that where the State's Regulations are in conflict with the Federal Regulations, the Federal Regulations shall govern. Disallowed costs are those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this agreement. The matter of "Credit for Expired Service Life" has been considered for all items and where allowances apply, same are hereinafter specified in description of items and the cost summary.

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- (6) This paragraph also amends UECA NORM paragraph 15.

The State, FHWA, or their agents, shall be entitled to perform an audit at the following times: during the performance of the work or during a period of up to three years after project close out. All accounts and records shall be kept in accordance with accounting system that meets the requirements of 2 C.F.R. 200.301-200.303 and 2 C.F.R. 200 Subpart F and will facilitate and effective audit in accordance with the Single Audit Act of 1984, as amended (31 U.S.C. §§ 7501-7507). All State audit procedures shall be in conformance with State Treasury Circular Letter 04-04-OMB Single Audit Policy for Receipts of Federal Grants, State Grants and State Aid; State Grant Compliance Supplement; and Treasury Circular 07-07-OMB; and New Jersey Treasury Circular OMB-15-08-OMB "Single Audit Policy for Subrecipients of Federal Grants, State Grants, and State Aid."

- (7) This paragraph also amends UECA NORM paragraph 15.

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The Utility acknowledges that changes in payment due to the Utility resulting from audits performed by the State shall be made as follows:

A. In the event of overpayment by the State, the Utility shall refund the amount of such overpayment within thirty days of the request by the State. In the event the Utility fails to comply with said request, the State is hereby authorized to deduct such overpayment from other monies due the Utility under the terms of this Agreement or any other agreement between the State and the Utility. Furthermore, the Utility expressly understands and agrees that the provisions of this section shall in no way be construed to relieve the Utility from any liability, or preclude the State from taking any other actions as are available to it under any other provisions of this Agreement or otherwise at law. The terms of this section shall survive the expiration or termination of the Agreement.

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B. In the event of underpayment by the State, the State shall pay sufficient funds to the Utility to correct the underpayment as soon as is practicable.

C. The Utility shall include in the Final Invoice the following release clause:

"In consideration of the requested payment of this Final Invoice, the (Utility) hereby releases the State of New Jersey and the New Jersey Department of Transportation, their agents, officers and employees, from all claims and liabilities arising from work done or services performed under this Agreement."

- (8) This paragraph amends UECA NORM paragraph 15. Payment to the Utility for a Final Invoice does not waive either the right of the State to establish adjustments and to collect overpayments that are disclosed by audits performed subsequent to payment of the Final Invoice, or the right

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of the Utility to underpayments based upon adjustments disclosed by said audits.

- (9) This paragraph amends UECA NORM paragraph 15. Closeout Reports. The Utility shall submit a Project Closeout report no later than 90 days after the period of performance end date. The report will be in a form satisfactory to the State and shall, at a minimum, comply with the requirements of 2 C.F.R. 200.343 and allow the State to comply as well.
- (10) NEW PARAGRAPH. The State may, in its sole discretion terminate this agreement for cause or for convenience pursuant to the Standard Specification or if the State, USDOT or FHWA determined that termination of this Agreement is in the public interest.

PROCUREMENT REQUIREMENTS FOR UTILITY AND ITS SUBCONTRACTS

- (11) As the Utility is wholly owned and operated by Long Branch Sewerage Authority, all procurements shall abide by the expressed Federal, State, and local requirements dealing with conflicts of interest in procurement. Utility, if using Municipal personnel to perform in whole or in part

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this Agreement, shall follow all Federal, State, and local laws relating to discrimination against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (12) If the Utility will be publicly bidding for contractors to perform the work contained in this Agreement and its Amendments and any Utility Agreement Modification, Utility shall exchange for review and approval all bid documents prior to advertisement for review and conformance with the Procurement requirements expressed herein. Bidding procedures shall conform to the 2007 Standard Specification for Bridge and Road Construction and any Baseline Document Changes ("BDC") and Special Provisions as designated by the State, incorporated herein by reference. The State or FHWA shall have the authority to accept or reject the proposed documents for bidding on the basis of this Agreement and Amendment and the procedures of the Standard

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Specifications, Baseline Document Changes, and Special Provisions.

- (13) In order to be a recipient of federal financial assistance, the State must comply with all of the federal requirements, as applicable, to the type of work performed by the State, and in turn the Utility performing work on behalf of the State. This list is attached at Exhibit 2.
- (14) If the Utility is assisting in the preparation of plans and specifications during the engineering phases of the Project, the Utility is subject to these provisions in obtaining a subconsultant to perform the work.
- (15) If the Utility will only provide inspections, and will not subcontract for that work, the Utility is responsible for the compliance with all applicable federal, state and local laws.
- (16) If the Utility is obtaining engineering or design services as a consultant, Utility will abide by the Brooks Act (40 U.S.C. §§ 1101-1104) as implemented in 23 U.S.C. 112(b)(2)

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or equivalent qualifications based requirements as approved by State or FHWA.

(17) If the Utility is not performing the construction work under this Agreement, the State is obligated to comply with all applicable federal procurement procedures in obtaining its contract to perform the work contained in this Agreement.

(18) If the Utility is performing engineering or construction work with the aid of subcontractors or subconsultants under this Agreement with estimates and reimbursements under the appropriate Utility Agreement Modification, Utility shall include in any solicitation for bids, Requests for Proposals of work, or materials as negotiated:

"The Recipient (State), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be

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afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

- (19) Utility will comply with the parameters of 49 C.F.R. Part 26, Disadvantaged Business Enterprises Program, in its procurement of subcontractors and subconsultants to make all applicable good faith efforts. Requirements are set forth at Exhibit 3.
- (20) If after the scope of work is determined and a Disadvantaged Business Enterprises goal ("DBE goal") is established by the State's DBE unit, the individual DBE goal shall be listed in the Utility Agreement Modification relating to the engineering or construction work for which the goal is being established. If it is determined that the DBE goal is 0%, the DBE goal shall still be listed in the Utility Agreement Modification.
- (21) State, as a requirement of receiving federal financial assistance, is obligated to require Utility to abide by

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and include in any contracts by the Utility with its subcontractors and subconsultants the attached Exhibit 4 and Exhibit 5.

- (22) Bonding and insurance requirements shall be set forth in the Utility Modification Agreement based on the type of Project, estimated costs, whether work is to be constructed by the Utility, and whether or not the Utility is self-insured.
- (23) After July 1, 2017, State became responsible to include every engineering and construction contract and its grants the requirements of 2 C.F.R. 200 and 2 C.F.R. 200, Appendix II. Utility shall be responsible for the compliance with these federal regulatory provisions and comply by following:
- A. Federal Mandatory Equal Opportunity Language on Federal Aid Project, Authority Subject to 41 C.F.R. Part 200 and 2 C.F.R. Part 200 Appendix II. (Exhibit 6).
 - B. Federal Form 1273, Prevailing Wage (Exhibit 7) and Supplementary State Provisions at Exhibit 8.
 - C. If any federal funds subject to 37 C.F.R. §401.2 are used to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental,

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developmental, or research work under that "funding agreement" the Utility must comply with the requirements of 37 C.F.R. part 401 "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements," and any implementing regulations issued by the federal agency or State.

D. In addition to the Debarment and Suspension requirements of the System for Award Management and the New Jersey List of Debarred Contractors as explained in Form 1273, Utility shall follow Exhibit 8.

E. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and requirements of submission of documents to State at Exhibit 9.

F. If materials used in performance of this contract are listed on the Procurement of Recovered Materials at 2 C.F.R. 200.322, Utility shall comply with all requirements therein.

(24) Utility shall also comply with the requirements of the State's receipt of federal financial assistances concerning:

A. Drug Free Workplace (Exhibit 10)

B. State of New Jersey Treasury Circular 07-05-OMB, Grant Agreements and Agency Contracts incorporated by reference herein. Any federal statutes or regulations that conflict with this circular shall control.

C. Department of Transportation Code of Vendor Ethics

(25) The Utility shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the

UECA MUNICIPAL AMENDMENT W/ or W/O STATE CONTRACTOR (NEW 2017)

Rt. 36, Bridge over Troutmans Creek
Long Branch City
Monmouth County
Long Branch Sewerage Authority
UECA-6-RT36BOTC-163490

Contract Billing No.: _____

UPC Code: 163490

Contract ID No.: 2112041

DUNS No. for Utility: _____

availability to the Department of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under this Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Legislature to appropriate funds shall not in any manner constitute a breach of the Agreement by the Department or in event of default under the Agreement and the Department shall not be held liable for any breach of the Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Department beyond the duration of the award period set forth in the Agreement/ Utility Modification Agreement in no event be construed as a commitment by the Department to expend funds beyond the termination date/Project completion date set in the Agreement/Utility Modification Agreement.

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UECA-6-RT36BOTC-163490
Contract Billing No.: _____
UPC Code: 163490
Contract ID No.: 2112041
DUNS No. for Utility: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed the day and year first written above.

CERTIFICATION

I hereby certify that I am an authorized representative of the Utility and have all necessary authority to execute this Agreement and to bind the Utility to all obligations arising from this Agreement. I fully understand that the Department of Transportation will rely upon this certification in accepting my execution of this Agreement for the Utility.

ATTEST:

LONG BRANCH SEWERAGE AUTHORITY

BY: _____
Name:
Title:

BY: _____
Name:
Title:

ATTEST:

STATE OF NEW JERSEY
DEPARTMENT OF TRANSPORTATION

By: _____
Anika James, Secretary
Department of Transportation
DATE:

BY: _____
Paul F. Schneider, Director
Capital Program Support

This aforementioned Agreement has
been reviewed and APPROVED AS TO FORM:

GURBIR S. GREWAL
ATTORNEY GENERAL OF NEW JERSEY

Recommended:

Jayesh Pandya
Project Management Specialist III, Team B

By: _____
Nonee Lee Wagner
Deputy Attorney General

DATE:

DATE: _____

EXHIBITS

Certificate of Compliance

DC-17U Instructions

Project Managers / Assistant Project Managers complete the following before sending out to the Utility Companies:

1. Fill in the Date.
2. Fill in the Utility Company's Name and Address.
3. Fill in the Project Description and Project Location.
4. Fill in the agreement number – UECA-_____.
5. Fill in the UPC number.
6. Fill in the DP # (Taken from Advertisement). Leave blank at this time.
7. Fill in the Utility Company's name at two (2) locations.
8. Fill in the names who receives a copy of the certification.

**BUY AMERICA
CERTIFICATE OF COMPLIANCE (UTILITY)**

Date: _____

Utility Name: _____

Address: _____

Project Description: _____

Project Location: _____

UECA- _____ UPC#: _____ DP Number: _____

_____ Certify that in accordance with the "Buy America" requirements
of the Federal Regulations U.S.C. 313 and 23 CFR 635.410:

- ☐ *All steel and iron products provided for permanent incorporation in the Project, were made from steel and iron that was melted and manufactured in the United States including the application of coatings which protect or enhance the value of the material*
- ☐ *The total value of foreign steel as described in the "Buy America" requirements for this project does not exceed one-tenth of one percent (0.1%) of the total contract price or \$2,500.00 whichever is greater.*
- ☐ *"Buy America" Federal Regulation compliance is not applicable because all permanently incorporated Materials in the Project were non-steel and non-iron.*
- ☐ *No material(s) was permanently incorporated into the project. The only work performed was inspection and/or flagging.*

As required _____ will maintain all records and documents from all suppliers, fabricators and manufacturers pertinent to the "Buy America" Federal Regulations for not less than three (3) years from the date of Final Construction Invoice payment after Project completion and acceptance. These records will be available for inspection and verification by the New Jersey Department of Transportation and/or FHWA for audit upon request.

Sincerely,

c: _____ Utility Management Unit

_____ Utility Coordinator

_____ Regional Construction Engineer

Project File

EXHIBIT 2

COMPLIANCE WITH APPLICABLE FEDERAL LAWS AND REGULATIONS

General Federal Legislation

1. a. Davis-Bacon Act – 40 U.S.C. §§ 3141, et seq., as applicable under 23 U.S.C. 113
2. b. Federal Fair Labor Standards Act – 29 U.S.C. §§ 201, et seq.
3. c. Hatch Act – 5 U.S.C. §§ 1501, et seq.
4. d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. §§ 4601, et seq.
5. e. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108
6. f. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. §§ 312501, et seq.
7. g. Native American Graves Protection and Repatriation Act – 25 U.S.C. §§ 3001, et seq.
8. h. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. §§ 7401, et seq.
9. i. Section 404 of the Clean Water Act, as amended – 33 U.S.C. § 1344
10. j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. § 1536
11. k. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. §§ 1451, et seq.
12. l. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a
13. m. Age Discrimination Act of 1975 – 42 U.S.C. §§ 6101, et seq.
14. n. American Indian Religious Freedom Act, P.L. 95-341, as amended
15. o. Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101, et seq.
16. p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. §§ 4541, et seq.
17. q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2
18. r. Architectural Barriers Act of 1968 – 42 U.S.C. § 4151, et seq.
19. s. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 – Section 403 - 42 U.S.C. § 8373

20. t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.
21. u. Copeland Anti-kickback Act, as amended – 18 U.S.C. § 874 and 40 U.S.C. § 3145
22. v. National Environmental Policy Act of 1969 – 42 U.S.C. §§ 4321, et seq.
23. w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. §§ 1271, et seq.
24. x. Federal Water Pollution Control Act, as amended – 33 U.S.C. §§ 1251-1376
25. y. Single Audit Act of 1984 - 31 U.S.C. §§ 7501, et seq.
26. z. Americans with Disabilities Act of 1990 – 42 U.S.C. § 12101, et seq.
27. aa. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. § 1681 through § 1683, and § 1685 through § 1687
28. bb. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. § 794
29. cc. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. §§ 2000d *et seq.*
30. dd. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C. §§ 1101 -1104, 541, et seq.
31. ee. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
32. ff. Freedom of Information Act – 5 U.S.C. § 552, as amended
33. gg. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. § 1855
34. hh. Farmland Protection Policy Act of 1981 – 7 U.S.C. § 4201, et seq.
35. ii. Noise Control Act of 1972 – 42 U.S.C. § 4901, et seq.
36. jj. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. § 661, et seq.
37. kk. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. §§ 401 and 525
38. ll. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303 and 23 U.S.C. § 138
39. mm. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. §§ 9601, et seq.
40. nn. Safe Drinking Water Act – 42 U.S.C. §§ 300f to 300j-26
41. oo. Wilderness Act – 16 U.S.C. §§ 1131-1136

- 42. pp. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. § 6901, et seq.
- 43. qq. Migratory Bird Treaty Act 16 U.S.C. § 703, et seq.
- 44. rr. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
- 45. ss. Cargo Preference Act of 1954 – 46 U.S.C. § 55305

Executive Orders

- a. Executive Order 11246 – Equal Employment Opportunity
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11988 – Floodplain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12549 – Debarment and Suspension
- f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency

General Federal Regulations

- a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
- b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
- c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
- d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
- e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
- f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) - 29 C.F.R. Part 5

- g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
- h. Contractor Qualifications – 48 C.F.R. Part 9
- i. New Restrictions on Lobbying – 49 C.F.R. Part 20
- j. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
- k. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
- l. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
- m. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
- n. DOT's oversight of DOJ's ADA regulations for non-transit programs, including the ADA Accessibility Guidelines, required by the DOJ regulations at 28 C.F.R. Part 35
- o. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- p. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
- q. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- r. DOT's implementing ADA regulations for transit, including the ADA Accessibility Guidelines in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
- s. Procedures for Transportation Workplace Drug and Alcohol Testing Programs – 49 C.F.R. Part 40
- t. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26

Highway Federal Legislation

- a. Highways – Title 23, U.S.C.
- b. Brooks Act (for FHWA projects, this incorporates Title IX of the Federal Property and Administrative Services Act of 1949 (formerly 40 U.S.C. 541, et seq.)) – 40 U.S.C. §§ 1101-1104; 23 U.S.C. § 112(b)(2)

- c. Highway Design and Construction Standards, 23 U.S.C. 109
- d. Prevailing Rate of Wage, 23 U.S.C. 113
- e. Planning, 23 U.S.C. § 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- f. Tolls, 23 U.S.C. 301 (to the extent the subrecipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. §§ 129 and 166.
- g. Size, Weight, and Length Limitations - 23 U.S.C. 127, 49 U.S.C. § 31101 et seq.
- h. Buy America Act – 23 U.S.C. 313
(see https://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm)
- i. Nondiscrimination – 23 U.S.C. 140
- j. Efficient Environmental Reviews – 23 U.S.C. § 139

Federal Highway Regulations

- a. Planning 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
- b. National Highway System Design Standards – 23 C.F.R. Part 625
- c. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
- d. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
- e. Procedures for Abatement of Highway Traffic and Construction Noise – 23 C.F.R. Part 772
- f. Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 C.F.R. Part 774
- g. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122
- h. Required Contract Provisions – 23 C.F.R. Part 633 (Form 1273)
- i. External Programs – 23 C.F.R. Part 230.

Specific assurances required to be included in the FY 2016 TIGER Discretionary Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into the agreement.

EXHIBIT 3

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION (NJDOT'S FEDERAL AID ATTACHMENT 1)

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION

- A. Utilization of Disadvantaged Business Enterprises as Subcontractors, Transaction Expeditors, Regular Dealers, Manufacturers and Truckers.** The Department advises the Contractor and subcontractors that failure to carry out the requirements in this attachment constitutes a material breach of Contract and, after the notification of the applicable Federal agency, may result in termination of the agreement or Contract by the Department or such remedy as the Department deems appropriate. Requirements set forth in this section shall also be physically included in all subcontracts in accordance with USDOT requirements.
- B. Policy.** It is the policy of the Department that Disadvantaged Business Enterprises, as defined in 49 CFR, Part 26; Titles I & V of the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA); MAP-21, Moving Ahead for Progress in the 21st Century Act (P.L. 112-141); FAST-ACT, Fixing America's Surface Transportation Act (P.L. 114-94, December 4, 2015); and Section III below, shall have an equal opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. The Disadvantaged Business Enterprise requirements of 49 CFR, Part 26 et seq. apply to this agreement.
- C. Definitions**
- 1. Disadvantaged Business Enterprise (DBE).** A for-profit small business concern:
 - a. That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and
 - b. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it, and who do not exceed the personal net worth criteria established in 49 CFR Part 26.
 - 2. Socially and economically disadvantaged individual.** Any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who has been subjected to racial or ethnic prejudice or cultural bias within American society because of his or her identity as a member of groups and without regard to his or her individual qualities. The social disadvantage must stem from circumstances beyond the individual's control.
 - a. Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis. An individual must demonstrate that he or she has held himself or herself out, as a member of a designated group;
 - b. Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - (1) Black Americans," which includes persons having origins in any of the Black racial groups of Africa
 - (2) Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race
 - (3) Native Americans," which includes persons who are enrolled members of a Federally or State recognized Indian tribe, Alaska Natives, or Native Hawaiians
 - (4) Asian-Pacific Americans," which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), Republic of the Northern Marianas Islands, Samoa, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong

- (5) Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka
 - (6) Women
 - (7) Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
 - (8) Being born in a particular country does not, standing alone, mean that a person is necessarily a member of one of the groups listed in this definition.
3. **Commercially Useful Function (CUF).** A DBE performs a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out its responsibility by actually performing, managing and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for preparing the estimate, negotiating price, determining quality and quantity, ordering the material, arranging delivery, installing (where applicable), and paying for the material and supplies itself for the project.
 4. **Transaction expeditor (broker).** A DBE who arranges or expedites transactions and who arranges for material drop shipments.
 5. **DBE regular dealers.** A firm that must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer must own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under this Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
 6. **DBE manufacturer.** A firm that operates or maintains a factory or establishment that produces on the premises, the materials, supplies, articles, or equipment required for the Contract.
 7. **Good faith effort (GFE).** Efforts to achieve a DBE goal or other requirement of 49 CFR Part 26, which by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. Efforts to include firms not certified as DBEs in the state where the contract is being let are consequently not good faith efforts to meet a DBE contract goal.
 8. **Affirmative Action Plan.** An outline of the steps a contractor or subcontractor will implement to achieve equal employment opportunity and affirmative action and/or to correct its equal employment and affirmative action program deficiencies.

D. Compliance. The Contractor is responsible for compliance as specified in Section 105.

E. Contractor’s DBE Obligations. Ensure that DBEs have an equal opportunity to receive and participate in contracts and subcontracts financed in whole or in part with Federal funds in performing work with the Department. Take all necessary and reasonable steps in accordance with 49 CFR, Part 26 and the Contract to ensure that DBEs are given equal opportunity to compete for and to perform on the Department’s Federal aid projects. Do not discriminate in the award and performance of any Contract obligation including, but not limited to, performance of obligations on USDOT assisted contracts, as specified in Section 107.

1. Post Award Obligations

- a. Give DBEs equal consideration with non-minority firms in negotiation for any subcontracts, purchase orders or leases.
- b. Attempt to obtain qualified DBEs to perform the work. A directory of certified Disadvantaged Small Businesses Enterprise firms can be found in the New Jersey BizNet UCP Directory, online at: <http://www.njucp.net/>

2. Affirmative Action After Award of the Contract

- a. **Subletting.** If at any time following the award of the Contract, the Contractor intends to sublet any portion(s) of the work under said Contract, or intends to purchase material or lease equipment not contemplated during preparation of bids, take affirmative action:
 - (1) Notify the RE, in writing, of the type and approximate value of the work which the Contractor intends to accomplish by such subcontract, purchase order or lease.
 - (2) Submit the Post-Award Minority Certification (Part IV of the DC-18A Request for Approval to Sublet on Projects Utilizing the 2007 Specifications Form) to the Regional Supervising Engineer with the application to sublet, or prior to purchasing material or leasing equipment. Obtain Post Award Minority Certifications from the RE.

- (3) Efforts made to identify and retain a DBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker when the arrangements with the original DBE prove unsuccessful, shall be as specified in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.
 - (4) Notification of a DBE firm's termination will be as specified in Section 108. Send notice in writing to the Department through the RE. Said termination notice will include the firm's ethnic classification, whether the firm is a DBE and the detailed reason(s) for termination.
- b. Selection and Retention of Subcontractors.** Do not discriminate in the selection and retention of subcontractors, including procurement of materials and leases of equipment as specified in 108.01. Provide the RE with a listing of firms, organizations or enterprises solicited and those utilized as subcontractors on the proposed project. Such listing shall clearly delineate which firms are classified as DBEs. Provide the RE with subcontract agreements for all subcontractors performing work on the Contract as specified in Section 108.
- (1) Efforts made to identify and retain a DBE as a replacement subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker when the arrangements with the original DBE prove unsuccessful, shall be submitted as specified in Section 108. Work in the category concerned shall not begin until such approval is granted in writing by the Department.
 - (2) Notification of a DBE firm's termination will be as specified in Subsection 108.01. Send notice in writing to the Department through the RE. Said termination notice will include the firm's ethnic classification, whether the subcontractor is a DBE and the detailed reason(s) for termination.
- c. Meeting Contract DBE Goal.** Demonstrate attainment toward meeting the Contract DBE goal by reporting monthly, all DBE participation, to the Department's RE and DCR/AA Contract Compliance Unit using the CR-267 – Monthly DBE Utilization Form. The form is due by the 5th of the month, and must list all DBEs used on the Contract, the specific Contract work items each DBE is performing, whether the DBE is performing full or partial work on the items, and the amount paid to each DBE each month. Failure to report the information, and accurately report it may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the Contract as specified in Section 108.
- d. Termination, Substitution or Replacement of DBEs.** Make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its work on the Contract with another certified DBE, to the extent needed to meet the Contract DBE goal. Notify the DCR/AA immediately of the DBE's inability or unwillingness to perform and provide reasonable documentation. Prior to termination, substitution or replacement of a DBE subcontractor, lower tier subcontractor, transaction expeditor, regular dealer, supplier, manufacturer or trucker, submit a Revised Form CR-266 to the Department naming the replacement DBE firm(s), type of work performed, specific Contract work items, whether the DBE is performing full or partial work on the items, dollar value and percent of total Contract for each DBE firm. Submit detailed written explanation of why each change is being made, including documented evidence of good faith effort(s) with the submission of the revised Form CR-266. Submit along with the revised CR-266: 1) a completed Confirmation of DBE Firm (Form CR-273) to demonstrate direct written confirmation from each DBE firm participating on the Contract, confirming the kind and amount of work that was provided on the Contractor's CR-266, and if applicable; 2) a completed DBE Regular Dealer/Supplier Verification (Form CR-272) for all DBE Regular Dealers/Suppliers listed on the revised CR-266; and if applicable, 3) a completed DBE Trucking Verification (Form CR-274) for all DBE truckers listed on the revised CR-266. Termination, substitution or replacement of DBEs shall be made as specified in Section 108. Termination or replacement of DBEs cannot be made without prior written approval of the Department as per 108.01.
- e. Submission of Good Faith Effort Documentation.** If the Contractor is unable to meet the Contract goal for DBE participation, submit to the DCR/AA for review and approval, documented evidence of good faith efforts along with the monthly CR-267 form. This submission must include written details addressing each of the good faith efforts outlined in the Contract. Submittal of such information does not imply DCR/AA approval. The Department's DCR/AA has sole authority to determine whether the Contractor is meeting the Contract DBE goal or made adequate good faith efforts to do so.

- F. DBE Goals for the Contract.** This Contract includes a goal of awarding _____ percentage of the Total Contract Price to subcontractors, transaction expeditors, regular dealers, manufacturers and truckers qualifying as DBEs.

The Department's DCR/AA has sole authority to determine whether the Contractor met the goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to meet the Contract DBE goal or made adequate good faith efforts to do so, the Department will follow Section 105.

G. Counting DBE Participation.

1. Each DBE is subject to a certification procedure to ensure its DBE eligibility status prior to the award of the Contract. All DBEs working on the Contract must be certified DBEs. To receive DBE credit toward meeting a contract goal in the context of the contract award process, a DBE firm must be certified before the due date for bids or offers on the Contract, as stated in 49 CFR Part 26.81(c). There may be situations after the award of the Contract, however, in which it is appropriate to count DBE credit for the use of a DBE subcontractor certified after the contract is executed. To be eligible to obtain DBE credit, a DBE subcontractor must be certified before the subcontract on which it is working is executed.
2. The Department determines the percentage of DBE participation that will be counted toward the Contract DBE goal in accordance with 49 C.F.R. Part 26.55 et seq.
3. The Contractor will count DBE participation toward the Contract DBE goal only the value of the work actually performed by a certified DBE and only if the DBE performs a commercially useful function in the work of a contract as per 49 CFR, Subpart C, Part 26.55(c) and the Contract.
4. The Department will count DBE participation for DBE trucking firms in accordance with 49 C.F.R. Part 26.55 et seq. The DBE can count the entire value of services performed by DBE trucks. The DBE can count the value of non-DBE trucking services up to the value of services performed by DBE trucks used on the Contract. DBE participation can be counted for the value of services of non-DBE trucks that exceed the value of the services performed by DBE trucks only in the amount of the fee or commission a DBE receives as a result of the lease arrangement.
5. The Department will count DBE participation for DBE regular dealers, manufacturers and transaction expeditors in accordance with 49 C.F.R Part 26.55 et seq. Transaction expeditors/brokers will not receive DBE credit for any portion of the cost of the materials and supplies themselves toward the Contract DBE goal. For brokers, only the DBE's fee or commission, and no part of the cost of the goods, count towards DBE goals. The Department will determine if the fees are reasonable and not excessive as compared with fees customarily allowed for similar services. If a certified firm acts as a "regular dealer" in a given transaction, it is awarded DBE credit equivalent to 60 percent of the value of the items it supplies on that contract. This credit is awarded in recognition of the value the DBE adds to transaction and the risks that it takes.
6. If the Contractor is a certified DBE, payments made to the Contractor for work performed by the Contractor will be applied toward the Contract DBE goal. Payments made to the Contractor for work performed by non-DBEs will not be applied toward the Contract DBE goal.
7. When a DBE subcontractor sublets part of the work of its contract to another firm, the value of the subcontract work may be counted towards the Contract DBE goal only if the subcontractor itself is a certified DBE. Work that a DBE subcontractor subcontracts to a non-DBE firm, cannot be counted towards the Contract DBE goal.

H. Commercially Useful Function

1. **Performance of Work.** The DBE must perform the work with their own permanent employees, or employees recruited through traditional recruitment and/or employment centers. DBEs must employ and control their own workforce, and cannot share employees with the Contractor, other subcontractors on the present project, or the renter-lessor of equipment being used on the present project. The DBE firm must be responsible for all payroll and labor compliance requirements for all of their employees performing work on the Contract. Direct or indirect payments by any other contractor are not allowed.
2. **Managing Work.** The DBE must manage the work themselves including the scheduling of work operations, ordering of equipment and materials, hiring/firing of employees, including supervisory employees, and preparing and submitting certified payrolls. The DBE must supervise their portion of daily work operations of the project. With respect to materials and supplies used on the Contract, the DBE must be responsible for

- preparing the estimate, negotiating price, determining quantity and quality, ordering the material, arranging delivery; installing, (where applicable), and paying for the material and supplies itself, for the project.
3. **Responsibility of Work.** A DBE must perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own workforce. The DBE must not subcontract a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved.
 4. **Equipment of DBE.** The DBE must perform the work stated in the subcontract with their own equipment, whether owned or leased and operated on a long term agreement, not an ad hoc or contract by contract agreement. The equipment must be owned by the DBE firm, or leased/rented from traditional equipment lease/rental sources. The equipment will not belong to the Contractor, any other subcontractor or lower tier subcontractors on the current project, or supplier of materials being installed by the DBE firm.
 5. **Lease of Equipment.** A DBE firm may lease specialized equipment from a contractor, but not from the Contractor, if it is consistent with normal industry practices and at rates competitive for the area. Rental agreements must be for short periods of time, specify the terms of the agreement and involve specialty equipment to be used at the job site. The lease may allow the operator to remain on the lessor's payroll, if it is the generally accepted industry practice but the operation of the equipment must be subject to full control by the DBE. The DBE is expected to provide the operator for non-specialized equipment, and is responsible for all payroll and labor compliance requirements. A separate lease agreement is required.
 6. **DBE Trucking.** DBE trucking companies must perform a commercially useful function in accordance with 49 CFR Part 26.55 et seq. Contrived arrangements for the purpose of meeting DBE goals will not be allowed. The DBE must be responsible for the management and supervision of the entire trucking operation on a contract-by-contract basis, and must own and operate at least one fully, licensed, insured and operational truck used on the Contract.

The DBE trucking firm is not permitted to obtain trucks from the Contractor to perform work on the project. The DBE may lease trucks from a subcontractor working on the project, provided the trucks are obtained from the subcontractor prior to the project letting. The DBE may lease trucks from another DBE, including an owner-operator that is certified as a DBE. The DBE may also lease trucks from non-DBEs and owner-operators. Bona fide lease agreements must be for the length of time needed by the DBE on the Contract and signed by both the DBE and the firm(s), either certified DBE or non-DBE, from which the trucks will be leased. Leases must indicate that the DBE has exclusive use and control over the truck. As per 49 CFR Part 26.55(d)(7), all leased trucks, including non-DBE trucks, must display the name and USDOT identification number issued for interstate commerce, of the DBE firm on the outside of the truck. DBE firms are expected to use the same trucks for DBE credit on all projects so use of leased vehicles on a project-by-project basis is not permitted.

The Contractor shall have signed Hiring Agreements. Submit copies of these signed Hiring Agreements, and copies of all signed lease agreements to the RE prior to the trucking firm's commencing work on the project. Prior to the DBE trucking firm beginning work on the Contract, DBE Trucking firms will be required to complete the DBE Trucking Verification (Form CR-274). The DBE and Contractor must sign the form and the Contractor submit the original CR-274 form directly to the Department's RE, with a copy submitted to the DCR/AA. The Contractor must prepare, sign and submit with the CR-267, a Monthly Trucking Verification form (CR-271), identifying each truck owner, DBE Certification number, company name and address, truck number, and commission or amount paid for all DBE and non-DBE truckers performing work on the project. Also, submit the form to the Department as per Section E of this Special Provision for DCR/AA review, approval and determination of credit toward the Contract goal. Failure to submit the forms may result in denial or limit of credit toward the Contract DBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions or termination of the Contract as specified in Section 108.

7. **DBE Regular Dealers.** DBE regular dealers must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. In addition, a regular dealer must own, operate or maintain a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under this Contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

When the Contractor seeks credit toward the Contract DBE goal using DBE regular dealers, the DBE Regular Dealer/Supplier Verification (Form CR-272) must be completed and signed by the DBE regular dealer and

then signed by the Contractor. Submit the form to the Department as per Section E of this Special Provision for the DCR/AA's review, approval and determination of credit toward the Contract DBE goal.

8. **DBE Manufacturers.** DBE manufacturers must be a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required for this Contract.
9. The Contractor shall not use a DBE solely for the purpose of acting as an extra participant in a transaction, a contract or the Contract through which funds are passed in order to obtain the appearance of DBE participation.

I. Good Faith Effort. To demonstrate good faith efforts to meet the Contract DBE goal, a Contractor shall, on an ongoing basis, document the steps it takes to obtain DBE participation in accordance with 49 CFR Part 26.53 and Appendix A, including but not limited to the following:

1. Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the Contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

Should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. Determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

2. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out Contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the Contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.
3. Providing interested DBEs with detailed information about the plans, specifications, and requirements of the Contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract. Attempt to contact all potential subcontractors on the same day and use similar methods to contact them;
4. Negotiating in good faith with interested DBEs. Make a portion of the work available to DBE subcontractors and suppliers and select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

Consider a number of factors in negotiating with subcontractors, including DBE subcontractors. Take a firm's price and capabilities as well as Contract goals into consideration. The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for failure to meet the contract DBE goal, as long as such costs are reasonable. The ability or desire of a Contractor to perform the work of a Contract with its own organization does not relieve the responsibility to make good faith efforts. Contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the Contractor's efforts to meet the Contract DBE goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the Contractor to accept unreasonable quotes in order to satisfy the Contract DBE goal.

Inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the Contractor has the ability and/or

desire to perform the contract work with its own forces does not relieve the Contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

Attempt, wherever possible, to negotiate prices with potential subcontractors which submitted higher than acceptable price quotes.

Keep a record of efforts, including the names of businesses contacted and the means and results of such contacts.

6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

If the Contractor fails to meet the Contract DBE goal, they must submit documented evidence of good faith effort(s) with the CR-268 final DBE Report to the DCR/AA for review and approval. Submittal of such information does not imply DCR/AA approval. The Department's DCR/AA has sole authority to determine whether the Contractor met the Contract DBE goal or made adequate good faith efforts to do so. If the DCR/AA determines that the Contractor has failed to meet the Contract DBE goal or made adequate good faith effort to do so, the Department will follow Section 105.

J. Submission of Affirmative Action Program

Contractors, subcontractors and professional service firms performing work for the Department are required to submit their company's Affirmative Action Program annually to the DCR/AA. Contractors must have an **approved** Affirmative Action Program on file in the DCR/AA no later than seven (7) State business days after the date of bid opening. No recommendations to award will be made without an approved Affirmative Action Program on file in the DCR/AA.

The Annual Affirmative Action Program will include, but is not limited to the following:

1. Copy of company's comprehensive EEO/Affirmative Action Plan.
2. Copy of document designating the company's corporate EEO Officer, including the name, address and contact telephone number for the officer.
3. Copy of the company's EEO Policy Statement.
4. Copy of the company's Sexual Harassment Policy.
5. The name of the company's DBE Liaison Officer to administer the firm's Disadvantaged Business Program.
6. DBE Affirmative Action Plan which is an explanation of affirmative action methods intended to be used to seek out and consider DBEs as subcontractors, material suppliers or equipment lessors. This refers to the Contractor's ongoing responsibility, i.e., Disadvantaged Business Enterprise/Affirmative Action activities after the award of the Contract and for the duration of the Contract.

K. DBE Liaison Officer. Designate a DBE Liaison Officer who shall be responsible for the administration of your DBE program in accordance with the Contract, and ensuring that the Contractor complies with all provisions of 49 CFR Part 26.

L. Consent by Department to Subletting. The Department will not approve any subcontract proposed by the Contractor unless and until said Contractor has complied with the terms of the Contract.

M. Conciliation. Allegations of breach of any obligation contained in these DBE provisions and guidelines, will be investigated by the DCR/AA, the Federal Highway Administration and/or the USDOT.

N. Documentation

1. **Requiring of Information.** The Department or the Federal funding agencies may at any time require information as specified in Section 107 and deemed necessary in the judgment of the Department to ascertain the compliance of any Bidder, Contractor or subcontractor with the terms of the Contract.

2. **Records and Reports.** The Contractor, subcontractors and other sub-recipients will keep such records as are necessary to determine compliance with its Disadvantaged Business Enterprise Utilization obligations. These records kept will be designed to indicate:
 - a. The names of DBE contractors, subcontractors, transaction expeditors and material suppliers contacted for work on the Contract, including when and how contacted, and the specific Contract work items and other information provided to each.
 - b. Work, services and materials which are not performed or supplied by the Contractor.
 - c. The actual dollar value of work subcontracted and awarded to DBEs, including specific Contract work items and cost of each work item.
 - d. The progress being made and efforts taken in seeking out and utilizing DBEs to include: solicitations, specific Contract work items and the quotes and bids regarding those specific Contract work items, supplies, leases, or other contract items, etc.
 - e. Detailed written documentation of all correspondence, contacts, telephone calls, etc., including names and dates/times, to obtain the services of DBEs on the Contract.
 - f. Records of all DBEs and non-DBEs who have submitted quotes/bids to the Contractor on the Contract.
 - g. Monthly reports required for submission to the Department, hiring agreements, subcontracts, lease agreements, supply tickets and other records documenting DBE utilization on the Contract.
 - h. Documentation outlining EEO workforce information for the Contract.
 - i. Documentation outlining EEO and Affirmative Action efforts made in the administration and performance of the Contract.
3. **Submission of Reports, Forms and Documentation.** Submit reports, forms and documentation, as required by the Department, on those contracts and other business transactions executed with DBEs in such form and manner as may be prescribed by the Department. Failure to submit the required forms, reports or other documentation as required may result in payment being delayed or withheld as specified in Section 105, assessing sanctions, or termination of the contract as specified in Section 108. Submission of falsified forms, reports or other required documentation may result in termination of the Contract as specified in Section 108, investigation by the Department's Inspector General, and prosecution by the State Attorney General's Office.
4. **Maintaining Records.** All records must be maintained for a period of three (3) years following acceptance of final payment and will be available for inspection by the Department, or the Federal funding agencies.
- O. **Prompt Payment to Subcontractors.** On Federal aid projects, payment to subcontractors, equipment lessors, suppliers and manufacturers is made in accordance with Section 109.
- P. **Non-Compliance.** Failure by the Contractor to comply with the DBE program, rules and regulations of 49 CFR Part 26 in the administration of the Contract may result in denial or limit of credit toward the Contract DBE goal, payment being delayed or withheld as specified in Section 105, assessing sanctions, liquidated damages as specified in Section 108, default as specified in Section 108, debarment, or termination of the Contract as specified in Section 108. The Contractor may further be declared ineligible for future Department contracts.

EXHIBIT 4

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Subrecipient or the State, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the subrecipient (State of New Jersey or the "State") will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Subrecipient or the State may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Subrecipient to enter into any litigation to protect the interests of the Subrecipient. In addition, the contractor may request the United States or the State to enter into the litigation to protect the interests of the United States.

Exhibit 5

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with

disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

EXHIBIT 6

(NJDOT FEDERAL AID ATTACHMENT 6)

FEDERAL MANDATORY EQUAL OPPORTUNITY LANGUAGE ON FEDERAL AID PROJECTS (AUTHORITY SUBJECT TO 41 CFR 60-1.4 IN COMPLIANCE WITH 2 CFR PART 200 AND 2 CFR PART 200 APPENDIX II)

The CONTRACTOR hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with

these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(2) [Reserved]

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.

(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

EXHIBIT 7 (NJDOT FEDERAL AID PROJECT ATTACHMENT 8)

FHWA-1273

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier

subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have

the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the

discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often

than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and

so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the

classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor

with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the

contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded

Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous

certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to

other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

EXHIBIT 8

STATE MANDATORY ADDENDUM TO FHWA 1273 REQUIRED CONTRACT PROVISIONS, FEDERAL AID CONSTRUCTION CONTRACTS AS AMENDED OR SUPPLEMENTED

ALL CONTRACTORS MUST PROVIDE THIS LANGUAGE IN ANY CONTRACT WITH THEIR SUBCONTRACTORS AS REQUIRED BY 2 CFR PART 200 AND 2 CFR PART 200 APPENDIX II AND IS CURRENTLY NOT INCLUDED IN FHWA FORM 1273, BUT IS REFLECTED IN PROPOSED AMENDMENTS NOT YET FINALIZED.

FHWA Form 1273 shall be read to include:

1. All references to “race, religion, sex, color , national origin, age or disability” shall be read to include “sexual orientation and gender identity”.
2. SECTION IV, DAVIS-BACON ACT AND RELATED ACT PROVISIONS shall apply if the project is defined to be on a Federal-aid highway, regardless of the location of the project in compliance with 23 U.S.C. 133(i).
3. SECTION IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT shall require in conformance with 2 CFR Part 200 and 2 CFR Part 200 Appendix II that contractors on all Federal-aid construction contracts in excess of \$150,000 and all related subcontracts, supply contracts and vendor contracts “ comply with all related standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) as required by 2 CFR 200.326.
4. SECTION X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION shall be read to comply with 2 CFR Part 200 and 2 CFR Part 200 Appendix II to replace the Excluded Parties List System with the System For Award Management (SAM) as required by 2 CFR Part 180.
5. If the work requires that cargo be shipped by oceanic transport or across the Great Lakes, in compliance with Section 3511 of the Duncan Hunter National Defense Authorization Act of 2009 amending the Cargo Preference Act, each contract shall require that cargoes financed “in any way with Federal funds for the account of any persons unless otherwise exempted” requires the use of US-flag vessels to transport the materials or equipment acquired for a specific Federal-aid construction project.

EXHIBIT 9

(NJDOT FEDERAL AID ATTACHMENT 11)

BYRD ANTI-LOBBYING CERTIFICATION pursuant to 31 U.S.C. 1352 and 49 CFR part 21

Contractor and all subcontractor are required to comply with this attachment. Contractor and any subcontractor shall be responsible to fill out Disclosure of Lobbying Activities Standard Form – LLL and report it to the NJDOT Contract Compliance Unit for appropriate disclosure to the Federal Government.

Contractor and all subcontracts on bids or awards over \$100,000 shall require as mandatory language in every contract:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL (Federal Aid Attachment Form 11) “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not that \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT 10

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Utility certifies that it will, or will continue, to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Utility's workplace, and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Utility's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of work supported by the grant award be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment supported by the grant award, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of conviction. Employers of convicted employees must provide notice, including position title, to the Department. Notice shall include the order number of the grant award.
6. Taking one of the following actions, within 30 days of receiving notice under paragraph 4(b), with respect to any employee who is so convicted:
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).
8. The Utility *may*, but is not required to, provide the site for the performance of work done in connection with the specific grant. For the provision of services pursuant to the agreement, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the grant award. If the Utility does so, please insert in article 11 of the agreement the following information from subsection (a) below:

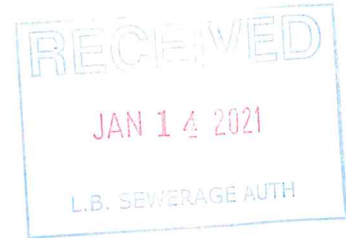
(a) Identify the Places of Performance by listing the street address, city, county, state, zip code. Also identify if there are workplaces on file that are not identified in this section of the agreement.



Engineers
Planners
Surveyors
Landscape Architects
Environmental Scientists

Corporate Headquarters
331 Newman Springs Road, Suite 203
Red Bank, NJ 07701
T: 732.383.1950
F: 732.383.1984
www.maserconsulting.com

January 14, 2021



Mr. Thomas Roguski, P.E., Executive Director
Long Branch Sewerage Authority
150 Joline Avenue
P. O. Box 720
Long Branch, NJ 07740

EXHIBIT D

January 20, 2021 Meeting
Long Branch Sewerage Authority

Re: Long Branch Sewerage Authority
NJDOT Route 36
Bridge over Troutmans Creek Project
UECA-6-RT36BOTC-163490, UPC:163490
City of Long Branch, Monmouth County, New Jersey
MC Project No. LBS-315

Dear Mr. Roguski:

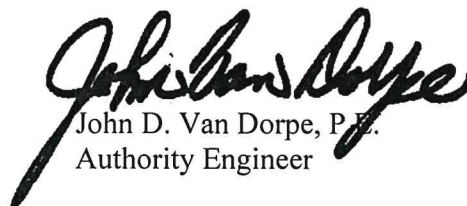
I do not see any significant problems with the proposed DOT Agreement for the Route 36, Bridge over Troutmans Creek Project. It includes provisions for payment of any necessary relocation and other work required to the Long Branch Sewerage Authority system; and for design, review, approval, and inspection work associated with the project. Attached are my notes and comments.

These documents should be reviewed and approved by the Authority Attorney and Auditor before approval of the Agreement by the Authority.

If you have any questions regarding our recommendation, please do not hesitate to contact me.

Very truly yours,

MASER CONSULTING, INC.


John D. Van Dorpe, P.E.
Authority Engineer

JVD/msd
Enclosures

\\HQFAS1\General\Projects\Lbs\LBS-315\Correspondence\OUT210114_jvd_Roguski.docx

Maser Consulting will be known as Colliers Engineering & Design in 2021

TOM

1-32

Review of NJDOT Ltr/Doc UPC-163490

Regarding Rt 36, Bridge over Troutman Creek

- Requires "Buy America Commitment Letter" & "Buy America Assurance Plan" be submitted with the Agreement. Buy America is required for reimbursement of expenditures.

If LBSA doesn't have a "Buy America Assurance Plan", a plan may be developed from documents that have been incorporated into recent specifications req'd by the State Funded Projects

- DUNS # is req'd
- UECA-6-RT36 BOTC-163490 is also based on previously reviewed Agmt for "Work done by State's Contractor - UECA MUNS (3-05-2018)"
 - It doesn't mitigate LBSA's Legal Right to Occupy ROW (RT36)
 - It doesn't obligate LBSA to relocate at own expense
 - State is paying for any LBSA systems work req'd, as well as reimbursing for review, design & inspection costs

- LBSA is to provide info on existing facilities within project limits, assist w/ ID'ing conflicts & developing plan when applicable for relocation, protection &/or betterment of facilities

* - 60 Day time limit for submittal of expenses incurred by LBSA for project

* - Billing methods & reqts need to be strictly adhered to for approval of reimbursement of expenses incurred

* - Amounts of Enrgy costs are estimated to be \$5000 by State, but will be adjusted to reflect actual costs, which will require "Utility Agmt Modif"

Long Branch Sewerage Authority

150 Joline Avenue

P.O. Box 720

Long Branch, NJ 07740-0702

(732) 222-0500

Fax (732) 222-7947

Thomas Roguski
Executive Director

Wiss & Co., LLP
Accountants

Maser Consulting, P.A.
Consulting Engineers

John L. Bonello
Counsel

Thomas J. George
Chairman

Michael Booth
Vice-Chairman

Donald S. Riley
Secretary

David G. Brown
Treasurer

Bryan I. Larco
Asst. Sec. Treas.

January 15, 2021

EXHIBIT E

January 20, 2021 Meeting
Long Branch Sewerage Authority

Re: Gas Detector/Meter for the
Digester Methane Gas Collection System
Long Branch Sewerage Authority
Monmouth County, New Jersey

The Long Branch Sewerage Authority (Authority) requires the purchase of an in-kind replacement gas detector/meter for its digester methane gas collection system. The referenced gas detector/meter unit requires replacement.


The referenced digester methane gas collection system and associated components are proprietary and specifically designed and required for the proper operation of the digester methane gas collection system. The referenced gas detector/meter unit is an in-kind replacement required for proper operation of the digester methane gas collection system.

The referenced gas detector/meter unit is specially designed for the specific operational needs of the digester methane gas collection system, and the use of a gas detector/meter unit other than the proprietary one will undermine the functionality or operational performance of the digester methane gas collection system.

The Authority has a substantial investment in its digester methane gas collection system, which was installed under the Wastewater Treatment Plant Modification Project Contract, dated December 2009.

Very truly yours,

LONG BRANCH SEWERAGE AUTHORITY



Thomas Roguski
Executive Director

TR

EXHIBIT F

January 20, 2021 Meeting
Long Branch Sewerage Authority

CERTIFICATION REQUIRED BY THE LOCAL FINANCE BOARD

I, THOMAS ROGUSKI, EXECUTIVE DIRECTOR OF THE LONG BRANCH SEWERAGE AUTHORITY, COUNTY OF MONMOUTH, HEREBY CERTIFY THAT THERE ARE FUNDS AVAILABLE FOR THE PURPOSE OF AWARDING A CONTRACT AND/OR EXPENDING FUNDS FOR THE PURPOSE IDENTIFIED BELOW. THE AMOUNT OF THE CONTRACT AND/OR EXPENDITURE IS: **\$2,923.00**

PURPOSE:

***GAS DETECTOR/METER UNIT FOR DIGESTER
METHANE GAS COLLECTION SYSTEM***

ACCOUNT TO BE CHARGED:

General Fund

NAME OF PAYEE AND/OR SUCCESSFUL BIDDER:

WesTech

CERTIFICATION DATED:

January 20, 2021



Thomas Roguski, Executive Director

EXHIBIT G WESTECH QUOTATION

January 20, 2021 Meeting
Long Branch Sewerage Authority

P.O. BOX 65068
SALT LAKE CITY, UTAH 84165-0068

Phone: 801-265-1000
Fax: 801-265-1080

Quotation No.
Q34696-137124

Thank you for the opportunity to quote you with your equipment needs.

Please review the following and contact us to place an order or ask any question.

Date: 11/16/2020	Proj Manager: LEE RICHARDSON	Ship Via: BEST WAY
RFQ No.: 34696-137124	Prime Job No: 20946A	Freight: FOB SHIPPING POINT, FREIGHT PREPAID & ADDED
Quoted by: LEE RICHARDSON	Prime Name: LONG BRANCH SEWERAGE AUTHORITY	
Phone: 801-290-1908 or 801-265-1000	Equipment: DUAL MEMBRANE	Lead Time: 4 WEEKS
Email: LRICHARDSON@WESTECH-INC.COM	Tax Exemption No.:	Quote Valid: 15 days
For Group: 15	Payment Terms: NET 30 DAYS	

Bill To:	LONG BRANCH SEWERAGE AUTHORITY GLENN GRIEB 150 JOLINE AVE. LON002 LONG BRANCH, NJ 07740 UNITED STATES OF AMERICA	Ship To:	LONG BRANCH SEWERAGE AUTHORITY GLENN GRIEB 150 JOLINE AVE. 41874 LONG BRANCH, NJ 07740 UNITED STATES OF AMERICA
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Tel/Cell: 732-558-2611
GGRIEB@LBSA.NET

Tel/Cell: 732-558-2611

Doc	No.	Part/Dwg Number	Description	Qty	Units	Unit Price	Net Price
18426	227	18426-227	XGARD IR GAS DETECTOR	1	EA	\$2,923.00	\$2,923.00

No sales, GST, PST, use, or other taxes have been included in our pricing. No discounts accepted.

Quoted in US Dollars Grand Total \$2,923.00

-Please see the attached General Terms and Conditions. All purchase orders for Aftermarket parts need to be in US dollars.

-Minimum Order amount is US\$100.

-All information provided with and including this proposal is considered proprietary and is not for distribution without express written consent of WesTech Engineering, Inc.

-WesTech prefers that payments under \$3,000 are processed by Credit Card. Any orders over \$10,000 can not be accepted by Credit Card and will be invoiced at terms. This is to include freight and taxes. A processing fee of up to 4 percent on Credit Cards may be added where allowed by law.

This Quotation is subject to all specifications above as well as all attachments included with this document.

Thank you again for your quote request!

Best Regards,



QF-00-005

Printed By LRICHARDSON

Printed

11/16/2020 3:56 PM

2/24/06

Terms of Sales

Order No: Q34696-137124

Terms and Conditions appearing in any order based on this proposal which are inconsistent herewith shall not be binding on WesTech Engineering Inc. The sale and purchase of equipment described herein shall be governed exclusively by the foregoing proposal and the following provisions:

- 1. SPECIFICATIONS:** WesTech Engineering Inc. is furnishing its standard equipment as outlined in the proposal and as will be covered by final approved drawings. The equipment may not be in strict compliance with the Engineer's/Owner's plans, specifications, or addenda as there may be deviations. The equipment will, however, meet the general intention of the mechanical specifications of these documents.
- 2. ITEMS INCLUDED:** This proposal includes only the equipment specified herein and does not include erection, installation, accessories, nor associated materials such as controls, piping, etc., unless specifically listed.
- 3. PARTIES TO CONTRACT:** WesTech Engineering Inc. is not a party to or bound by the terms of any contract between WesTech Engineering Inc.'s customer and any other party. WesTech Engineering Inc.'s undertakings are limited to those defined in the contract between WesTech Engineering Inc. and its direct customers.
- 4. PRICE AND DELIVERY:** All selling prices quoted are subject to change without notice after 30 days from the date of this proposal unless specified otherwise. Unless otherwise stated, all prices are F.O.B. WesTech Engineering Inc. or its supplier's shipping points. All claims for damage, delay or shortage arising from such equipment shall be made by Purchaser directly against the carrier. When shipments are quoted F.O.B. job site or other designation, Purchaser shall inspect the equipment shipped, notifying WesTech Engineering Inc. of any damage or shortage within forty-eight hours of receipt, and failure to so notify WesTech Engineering Inc. shall constitute acceptance by Purchaser, relieving WesTech Engineering Inc. of any liability for shipping damages or shortages.
- 5. PAYMENTS:** All invoices are net 30 days. Delinquencies are subject to a 1.5 percent service charge per month or the maximum permitted by law, whichever is less on all past due accounts. Pro rata payments are due as shipments are made. If shipments are delayed by the Purchaser, invoices shall be sent on the date when WesTech Engineering Inc. is prepared to make shipment and payment shall become due under standard invoicing terms. If the work to be performed hereunder is delayed by the Purchaser, payments shall be based on the purchase price and percentage of completion. Products held for the Purchaser shall be at the risk and expense of the Purchaser. Unless specifically stated otherwise, prices quoted are for equipment only. These terms are independent of and not contingent upon the time and manner in which the Purchaser receives payment from the owner.
- 6. PAYMENT TERMS:** Credit is subject to acceptance by WesTech Engineering Inc.'s Credit Department. If the financial condition of the Purchaser at any time is such as to give WesTech Engineering Inc., in its judgment, doubt concerning the Purchaser's ability to pay, WesTech Engineering Inc. may require full or partial payment in advance or may suspend any further deliveries or continuance of the work to be performed by the WesTech Engineering Inc. until such payment has been received.
- 7. ESCALATION:** If shipment is, for any reason, deferred by the Purchaser beyond the normal shipment date, or if material price increases are greater than 5% from proposal date to material procurement date, stated prices set forth herein are subject to escalation. The escalation shall be based upon increases in labor and material and other costs to WesTech Engineering Inc. that occur in the time period between quotation and shipment by WesTech Engineering Inc. Purchaser agrees to this potential escalation regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.
 - a) The total quoted revised price is based upon changes in the indices published by the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the Average Hourly Earnings indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Prices Indices.
 - b) Price revision for items furnished to, and not manufactured by WesTech Engineering Inc., which exceed the above escalation calculation, will be passed along by WesTech Engineering Inc. to Purchaser based upon the actual increase in price to WesTech Engineering Inc. for the period from the date of quotation to the date of

shipment by WesTech Engineering Inc. Any item that is so revised will be excluded from the index escalation calculations set forth in subparagraph (a) above.

- 8. APPROVAL:** If approval of equipment submittals by Purchaser or others is required, a condition precedent to WesTech Engineering Inc. supplying any equipment shall be such complete approval.
- 9. INSTALLATION SUPERVISION:** Prices quoted for equipment do not include installation supervision. WesTech Engineering Inc. recommends and will, upon request, make available, at WesTech Engineering Inc.'s then current rate, an experienced installation supervisor to act as the Purchaser's employee and agent to supervise installation of the equipment. Purchaser shall at its sole expense furnish all necessary labor equipment, and materials needed for installation.

Responsibility for proper operation of equipment, if not installed by WesTech Engineering Inc. or installed in accordance with WesTech Engineering Inc.'s instructions, and inspected and accepted in writing by WesTech Engineering Inc., rests entirely with Purchaser; and any work performed by WesTech Engineering Inc. personnel in making adjustment or changes must be paid for at WesTech Engineering Inc.'s then current per diem rates plus living and traveling expenses.

WesTech Engineering Inc. will supply the safety devices described in this proposal or shown in WesTech Engineering Inc.'s drawings furnished as part of this order but excepting these, WesTech Engineering Inc. shall not be required to supply or install any safety devices whether required by law or otherwise. The Purchaser hereby agrees to indemnify and hold harmless WesTech Engineering Inc. from any claims or losses arising due to alleged or actual insufficiency or inadequacy of the safety devices offered or supplied hereunder, whether specified by WesTech Engineering Inc. or Purchaser, and from any damage resulting from the use of the equipment supplied hereunder.

- 10. ACCEPTANCE OF PRODUCTS:** Products will be deemed accepted without any claim by Purchaser unless written notice of non-acceptance is received by WesTech Engineering Inc. within 30 days of delivery if shipped F.O.B. point of shipment, or 48 hours of delivery if shipped F.O.B. point of destination. Such written notice shall not be considered received by WesTech Engineering Inc. unless it is accompanied by all freight bills for said shipment, with Purchaser's notations as to damages, shortages and conditions of equipment, containers, and seals. Non-accepted products are subject to the return policy stated below.
- 11. TAXES:** Any federal, state, or local sales, use or other taxes applicable to this transaction, unless specifically included in the price, shall be for Purchaser's account.
- 12. TITLE:** The equipment specified herein, and any replacements or substitutes therefore shall, regardless of the manner in which affixed to or used in connection with realty, remain the sole and personal property of WesTech Engineering Inc. until the full purchase price has been paid. Purchaser agrees to do all things necessary to protect and maintain WesTech Engineering Inc.'s title and interest in and to such equipment; and upon Purchaser's default, WesTech Engineering Inc. may retain as liquidated damages any and all partial payments made and shall be free to enter the premises where such equipment is located and remove the same as its property without prejudice to any further claims on account of damages or loss which WesTech Engineering Inc. may suffer from any cause.
- 13. INSURANCE:** From date of shipment until the invoice is paid in full, Purchaser agrees to provide and maintain at its expense, but for WesTech Engineering Inc.'s benefit, adequate insurance including, but not limited to, builders risk insurance on the equipment against any loss of any nature whatsoever.
- 14. SHIPMENTS:** Any shipment of delivery dates recited represent WesTech Engineering Inc.'s best estimate but no liability, direct or indirect, is assumed by WesTech Engineering Inc. for failure to ship or deliver on such dates.

WesTech Engineering Inc. shall have the right to make partial shipments; and invoices covering the same shall be due and payable by Purchaser in accordance with the payment terms thereof. If Purchaser defaults in any payment when due hereunder, WesTech Engineering Inc. may, without incurring any liability therefore to Purchaser or Purchaser's customers, declare all payments immediately due and payable with maximum legal interest thereon from due date of said payment, and at

Terms of Sales

Order No: Q34696-137124

its option, stop all further work and shipments until all past due payments have been made, and/or require that any further deliveries be paid for prior to shipment.

If Purchaser requests postponements of shipments, the purchase price shall be due and payable upon notice from WesTech Engineering Inc. that the equipment is ready for shipment; and thereafter any storage or other charge WesTech Engineering Inc. incurs on account of the equipment shall be for the Purchaser's account.

If delivery is specified at a point other than WesTech Engineering Inc. or its supplier's shipping points, and delivery is postponed or prevented by strike, accident, embargo, or other cause beyond WesTech Engineering Inc.'s reasonable control and occurring at a location other than WesTech Engineering Inc. or its supplier's shipping points, WesTech Engineering Inc. assumes no liability in delivery delay. If Purchaser refuses such delivery, WesTech Engineering Inc. may store the equipment at Purchaser's expense. For all purposes of this agreement such tender of delivery or storage shall constitute delivery.

15. WARRANTY: WESTECH ENGINEERING INC. WARRANTS EQUIPMENT IT SUPPLIES ONLY IN ACCORDANCE WITH THE WARRANTY EXPRESSED IN THE ATTACHED COPY OF "WESTECH WARRANTY" AGAINST DEFECTS IN WORKMANSHIP AND MATERIALS WHICH IS MADE A PART HEREOF. SUCH WARRANTY IN LIEU OF ALL OTHER WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, WHETHER WRITTEN, ORAL, EXPRESSED, IMPLIED OR STATUTORY, WESTECH ENGINEERING INC. SHALL NOT BE LIABLE ANY CONTINGENT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES FOR ANY REASON WHATSOEVER.

16. PATENTS: WesTech Engineering Inc. agrees that it will, at its own expense, defend all suits or proceedings instituted against Purchaser and pay any award of damages assessed against it in such suits or proceedings, so far as the same are based on any claim that the said equipment or any part thereof constitutes an infringement of any apparatus patent of the United States issued at the date of this Agreement, provided WesTech Engineering Inc. is given prompt notice in writing of the institution or threatened institution of any suit or proceeding and is given full control of the defense, settlement, or compromise of any such action; and Purchaser agrees to give WesTech Engineering Inc. needed information, assistance, and authority to enable WesTech Engineering Inc. to do. In the event said equipment is held or conceded to infringe such a patent, WesTech Engineering Inc. shall have the right at its sole option and expense to a) modify the equipment to be non-infringing, b) obtain for Purchaser the license to continue using said equipment, or c) accept return of the equipment and refund to the Purchaser the purchase price thereof less a reasonable charge for the use thereof. WesTech Engineering Inc. will reimburse Purchaser for actual out-of-pocket expenses, exclusive of legal fees, incurred in preparing such information and rendering such assistance at WesTech Engineering Inc.'s request. The foregoing states the entire liability of WesTech Engineering Inc., with respect to patent infringement; and except as otherwise agreed to in writing, WesTech Engineering Inc. assumes no responsibility for process patent infringement.

17. SURFACE PREPARATION AND PAINTING: If furnished, shop primer paint is intended to serve only as minimal protective finish. WesTech Engineering Inc. will not be responsible for the condition of primed or finish painted surfaces after equipment leaves its shops. Purchasers are invited to inspect paint in shops for proper preparation and application prior to shipment. WesTech Engineering Inc. assumes no responsibility for field surface preparation or touch-up of shipping damage to paint. Painting of fasteners and other touch-up to painted surfaces will be by Purchaser's painting contractor after mechanism installation.

Motors, gear motors, and other components not manufactured by WesTech Engineering Inc. will be painted with that manufacturer's standard paint system. It is WesTech Engineering Inc.'s intention to ship major steel components as soon as fabricated, often before drive, motors, and other manufactured components. Unless Purchaser can ensure that shop primed steel shall be field painted within thirty (30) days after arrival at the job site, WesTech Engineering Inc. encourages the Purchaser to order these components without primer.

WesTech Engineering Inc.'s prices are based on paints and surface preparations as outlined in the main body of this proposal. In the event that an alternate paint system is selected, WesTech Engineering Inc. requests that Purchaser's order advise of the paint selection. WesTech Engineering Inc. will then either adjust the price as may be necessary to comply or ship the material unpainted if compliance is not possible due to application problems or environmental controls.

18. CANCELLATION, SUSPENSION, OR DELAY: After acceptance by WesTech Engineering Inc., this proposal, or Purchaser's order based on this proposal, shall be a firm agreement and is not subject to cancellation, suspension, or delay except upon payment by Purchaser of appropriate charges which shall include all costs incurred by WesTech Engineering Inc. to date of cancellation, suspension, or delay plus a reasonable profit. Additionally, all charges related to storage and/or resumption of work, at WesTech Engineering Inc.'s plant or elsewhere, shall be for Purchaser's sole account; and all risks incidental to storage shall be assumed by Purchaser.

19. RETURN OF PRODUCTS: No products may be returned to WesTech Engineering Inc. without WesTech Engineering Inc.'s prior written permission. Said permission may be withheld by WesTech Engineering Inc. at its sole discretion.

20. BACKCHARGES: WesTech Engineering Inc. will not approve or accept backcharges for labor, materials, or other costs incurred by Purchaser or others in modification, adjustment, service, or repair of WesTech Engineering Inc.-furnished materials unless such back charge has been authorized in advance in writing by a WesTech Engineering Inc. employee, by a WesTech Engineering Inc. purchase order, or work requisition signed by WesTech Engineering Inc.

21. INDEMNIFICATION: Purchaser agrees to indemnify WesTech Engineering Inc. from all costs incurred, including but not limited to court costs and reasonable attorney fees, from enforcing any provisions of this contract, including but not limited to breach of contract or costs incurred in collecting monies owed on this contract.

22. ENTIRE AGREEMENT: This proposal expresses the entire agreement between the parties hereto superseding any prior understandings, and is not subject to modification except by a writing signed by an authorized officer of each party.

23. MOTORS AND MOTOR DRIVES: In order to avoid shipment delays of WesTech Engineering Inc. equipment, the motor drives may be sent directly to the job site for installation by the equipment installer. Minor fit-up may be required.

24. EXTENDED STORAGE: Extended storage instructions will be part of information provided to shipment. If equipment installation and start-up is delayed more than 30 days, the provisions of the storage instructions must be followed to keep WARRANTY in force.

25. LIABILITY: Professional liability insurance, including but not limited to, errors and omissions insurance, is not included. In any event, liability for errors and omissions shall be limited to the lesser of \$100,000USD or the value of the particular piece of equipment (not the value of the entire order) supplied by WesTech Engineering Inc. against which a claim is sought.

26. ARBITRATION NEGOTIATION: Any controversy or claim arising out of or relating to the performance of any contract resulting from this proposal or contract issued, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered to any court having jurisdiction.

ACCEPTED BY PURCHASER

Customer Name: _____

Customer Address: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Client	Long Branch Sewer Authority			File No.	AOB341		
Property Address	21 Seventh Ave- Rear			January 20, 2021 Meeting Long Branch Sewerage Auth			
City	Long Branch	County	Monmouth				
				State	NJ	Zip Code	07740
Appraiser	Jamie Pavlis- SCRREA						

Long Branch Sewerage Authority

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LAND APPRAISAL REPORT

File No. AOB341

SUBJECT

Borrower

n/a

Census Tract

8057.00

Map Reference

35614

Property Address

21 Seventh Ave- Rear

City

Long Branch

County

Monmouth

State

NJ

Zip Code

07740

Legal Description

Block 267, Lot 54

Sale Price \$

n/a

Date of Sale

n/a

Loan Term

n/a

yrs.

Property Rights Appraised

☒ Fee

☐ Leasehold

☐ De Minimis PUD

Actual Real Estate Taxes \$

n/a

(yr)

Loan charges to be paid by seller \$

n/a

Other sales concessions

n/a

Lender/Client

Long Branch Sewer Authority

Address

150 Joline Avenue, Long Branch, NJ, 07740

Occupant

Vacant Land

Appraiser

Jamie Pavlis- SCRREA

Instructions to Appraiser

Determining Curent Market Value

NEIGHBORHOOD

Location

☒ Urban

☐ Suburban

☐ Rural

Built Up

☒ Over 75%

☐ 25% to 75%

☐ Under 25%

Growth Rate

☐ Fully Dev.

☐ Rapid

☐ Steady

☒ Slow

Property Values

☐ Increasing

☒ Stable

☐ Declining

Demand/Supply

☐ Shortage

☒ In Balance

☐ Oversupply

Marketing Time

☐ Under 3 Mos.

☒ 4-6 Mos.

☐ Over 6 Mos.

Present

50 % One-Unit

% 2-4 Unit

% Apts.

% Condo

% Commercial

Land Use

% Industrial

% Vacant

50 % Commercial

Change in Present Land Use

☒ Not Likely

☐ Likely (*)

☐ Taking Place (*)

Predominant Occupancy

☐ Owner

☒ Tenant

% Vacant

One-Unit Price Range

\$

n/a

to \$

n/a

Predominant Value \$

n/a

One-Unit Age Range

n/a

yrs. to

n/a

yrs.

Predominant Age

n/a

yrs.

Employment Stability

☐ Good

☒ Avg.

☐ Fair

☐ Poor

Convenience to Employment

☐

☒

☐

☐

Convenience to Shopping

☐

☒

☐

☐

Convenience to Schools

☐

☒

☐

☐

Adequacy of Public Transportation

☐

☒

☐

☐

Recreational Facilities

☐

☒

☐

☐

Adequacy of Utilities

☐

☒

☐

☐

Property Compatibility

☐

☐

☒

☐

Protection from Detrimental Conditions

☐

☒

☐

☐

Police and Fire Protection

☐

☒

☐

☐

General Appearance of Properties

☐

☐

☒

☐

Appeal to Market

☐

☐

☒

☐

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise)

The Subject property is an Isolated vacant parcel of land- 592 Sq Ft- with no road frontage, situated in a paved Parking Lot bordered by a Commercial Alleyway and Commercial Buildings on three sides and residential proerties to the north. It appears to be part of the Parking Lot with no Boundaries, Fencing or Improvements to delineate it from the Parking Lot area.

SITE

Dimensions

22' x 27' x 22' x 27'

=

592

Sq Ft

☐ Corner Lot

Zoning Classification

LBC- Lower Broadway Corridor Zone

Present Improvements

☐ Do

☒ Do Not

Conform to Zoning Regulations

Highest and Best Use

☐ Present Use

☒ Other (specify)

Should be merged with adjacent property.

Elec.

☒

Gas

☒

Water

☒

San. Sewer

☒

☐ Underground Elect. & Tel.

OFF SITE IMPROVEMENTS

Street Access

☒ Public

☐ Private

Surface

Macadam

Maintenance

☐ Public

☐ Private

☒ Storm Sewer

☒ Curb/Gutter

☒ Sidewalk

☒ Street Lights

Topo

At Grade Level

Size

594 Sq Ft

Shape

Rectangular

View

Parking Lot

Drainage

Appears Adequate

Is the property located in a FEMA Special Flood Hazard Area?

☐ Yes

☒ No

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions)

Subject is small, isolated Vacant Land Parcel with no road frontage or access and no improvements situated on it. The Parcel is rectangular in shape with a Commercial Parking Lot bordering 3 sides of the parcel. Since it is vastly undersized and has no roadway access, it is the Appraiser's Professional Opinion that the Highest and Best Use of the Subject Property is to be Merged with adjacent property for Development and Use.

MARKET DATA ANALYSIS

The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	21 Seventh Ave- Rear Long Branch, NJ 07740	380 Park Pl Long Branch, NJ 07740	193 Liberty St Long Branch, NJ 07740	51 William St Long Branch, NJ 07740
Proximity to Subject		1.92 blocks N	7.08 blocks NE	6.24 blocks SW
Sales Price	\$ n/a	\$ 96,500	\$ 100,000	\$ 118,750
Price \$/Sq. Ft.	\$ n/a	\$ 14.38	\$ 2.61	\$ 20.47
Data Source(s)	Inspection & Tax			
ITEM	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Date of Sale/Time Adj.	April 10, 2019	Jan 11, 2019	April 19, 2018	Nov 8, 2018
Location	Seventh Ave- Rear	Superior	Superior	Superior
Site/View	592 Sq Ft	Superior	Superior	Superior
Utilities	All	Similar	Similar	Similar
Zone	LBC	R-5	R-5	R-4
Conforming	No	Yes- Superior	Yes- Superior	Yes- Superior
Size	594 Sq Ft	6,708 Sq Ft	38,250 Sq Ft	5,800 Sq Ft
Sales or Financing Concessions	n/a	Cash None Known	Cash None Known	Cash None
Net Adj. (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -96,500	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -100,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -118,750
Indicated Value of Subject		Net 100.0 % Gross 100.0 % \$ 0	Net 100.0 % Gross 120.0 % \$ 0	Net 100.0 % Gross 109.9 % \$ 0

Comments on Market Data

Description of Subject obtained thru Tax Assessor Records and Inspection of the Site by the Appraiser. Sales Data of Comps obtained thru Tax Assessor Records and MLS Closed Files- All Comps were Conforming. Sale #3 was a two lot subdivision- each lot being 5,800 Sq Ft and sold to the same Purchaser for Development- each lot sold for \$118,750.

RECONCILIATION

Comments and Conditions of Appraisal

Being an undersized, isolated vacant Parcel with no access to road frontage it is the Appraiser's Professional Opinion that the Value of the Subject is nominal- say \$1,000.00

Final Reconciliation

Highest and Best Use of the Subject is a Merger with and adjacent property- Subject has only a Nominal Value in the present "As Is Condition"

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE SUBJECT PROPERTY AS OF

April 14, 2019

TO BE \$

Nominal (\$1,000.00)

Appraiser

Jamie Pavlis- SCRREA

Supervisory Appraiser (if applicable)

Date of Signature and Report

04/16/2019

Date of Signature

Title

Appraiser- SCRREA

Title

State Certification #

42RC00151000

ST

NJ

State Certification #

ST

Or State License #

ST

Or State License #

ST

Expiration Date of State Certification or License

12/31/2019

Expiration Date of State Certification or License

Date of Inspection (if applicable)

April 10, 2019

☐ Did ☐ Did Not Inspect Property

Date of Inspection

Subject Photo Page

Client	Long Branch Sewer Authority					
Property Address	21 Seventh Ave- Rear					
City	Long Branch	County	Monmouth	State	NJ	Zip Code 07740
Appraiser	Jamie Pavlis- SCRREA					



Subject Front

21 Seventh Ave- Rear
Sales Price n/a

Location Seventh Ave- Rear
View Parking Lot Area
Site 592 Sq Ft



Subject



Subject Street

Comparable Photo Page

Client	Long Branch Sewer Authority					
Property Address	21 Seventh Ave- Rear					
City	Long Branch	County	Monmouth	State	NJ	Zip Code 07740
Appraiser	Jamie Pavlis- SCRREA					



Comparable 1

380 Park Pl
Prox. to Subject 1.92 blocks N
Sale Price 96,500

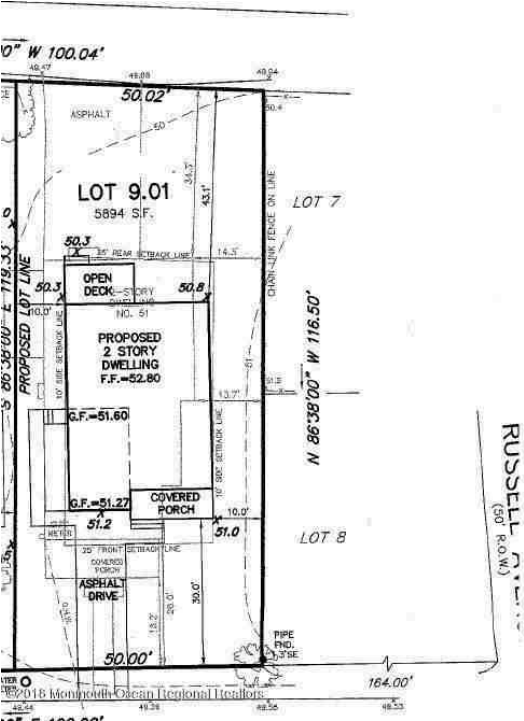
Location Superior
View Superior
Site 6,708 Sq Ft



Comparable 2

193 Liberty St
Prox. to Subject 7.08 blocks NE
Sale Price 100,000

Location Superior
View Superior
Site 38,250 Sq Ft



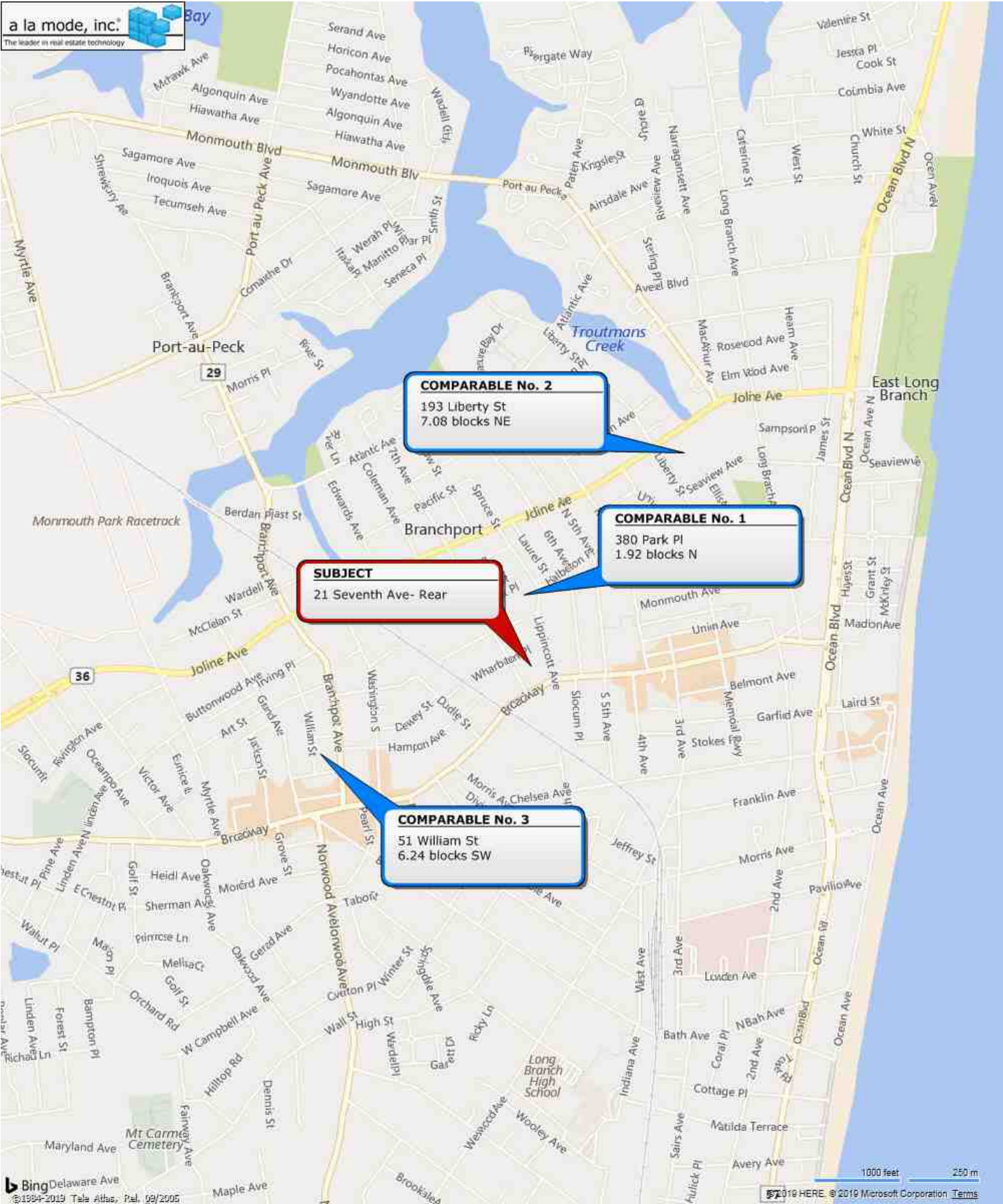
Comparable 3

51 William St
Prox. to Subject 6.24 blocks SW
Sale Price 118,750

Location Superior
View Superior
Site 5,800 Sq Ft

Location Map

Client	Long Branch Sewer Authority				
Property Address	21 Seventh Ave- Rear				
City	Long Branch	County	Monmouth	State	NJ
Zip Code	07740				
Appraiser	Jamie Pavlis- SCRREA				



DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what they consider their own best interests; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: FDIC Interagency Appraisal and Evaluation Guidelines, 2010.)

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:


1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

CERTIFICATION: The appraiser certifies and agrees that:

- 1. The statements of fact contained in this report are true and correct.
- 2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- 4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- 5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- 6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- 9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
- 10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

ADDRESS OF PROPERTY ANALYZED: 21 Seventh Ave- Rear, Long Branch, NJ 07740

APPRAISER:

Signature: 
Name: Jamie Pavlis- SCRREA
Title: Appraiser- SCRREA
State Certification #: 42RC00151000
or State License #: _____
State: NJ Expiration Date of Certification or License: 12/31/2019
Date Signed: 04/16/2019

SUPERVISORY or CO-APPRAISER (if applicable):

Signature: _____
Name: _____
Title: _____
State Certification #: _____
or State License #: _____
State: _____ Expiration Date of Certification or License: _____
Date Signed: _____
☐ Did ☐ Did Not Inspect Property

EXHIBIT I

January 20, 2021 Meeting
Long Branch Sewerage Authority

Prepared by: (Print signer's name below signature)

JOHN L. BONELLO, ESQ.

DEED

This Deed is made on February , 2021,

BETWEEN LONG BRANCH SEWERAGE AUTHORITY,

whose address is 150 Joline Avenue, Long Branch, New Jersey 07740,

referred to as the Grantor,

AND SEVENTH AVENUE DEVELOPMENT, LLC, a New Jersey limited liability company,

whose address is 335 Broadway, Long Branch, New Jersey 07740

referred to as Grantee,

The word "Grantee" shall mean all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of ONE DOLLAR (\$1.00). The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Long Branch

Block No. 267

Lot No. 54

Account No.

Property. The property consists of the land and all the buildings and structures on the land in the City of Long Branch, County of Monmouth and State of New Jersey.

BEING the same premises conveyed to the Grantor herein by Deed from The Long Branch Sewer Company, dated December 13, 1954 and recorded December 31, 1954 in the Monmouth County Clerk's Office in Deed Book 2548, page 352; and originally;

By Deed to the Long Branch Sewerage Co., from Hemlich Motor Co., dated October 30, 1943 and recorded November 3, 1943 in the Monmouth County Clerk's Office in Deed Book 1938, page 292.

COMMONLY KNOWN as Block 267, Lot 54 on the Official Tax Map of the City of Long Branch, Monmouth County, New Jersey.

Type of Deed. This Deed is called a Quitclaim Deed. The Grantor makes no promises as to ownership or title, but simply transfers whatever interest the Grantor has to the Grantee.

Signatures. The Grantor signs this Deed as of the date at the top of the first page. If the Grantor is a corporation, this Deed is signed and attested to by its proper corporate officers and its corporate seal is affixed.

Attest:

LONG BRANCH SEWERAGE AUTHORITY

BY: _____

THOMAS ROGUSKI, Executive Director

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS.

On this day of , 2021, before me, the undersigned, personally appeared THOMAS ROGUSKI to me known or satisfactorily proven to be the individual named in the foregoing instrument and, who being by me duly sworn, did depose and say that he is the Executive Director of THE LONG BRANCH SEWERAGE AUTHORITY, the company described in and which executed the foregoing instrument; and that by virtue of authority conferred upon him, he signed and delivered the foregoing instrument as the voluntary act and deed of said company.

RECORD AND RETURN:

William R. Kugelman, Esquire
Powell & Roman
131 White Oak Lane
Old Bridge, New Jersey 08857

January 20, 2021 Meeting
Long Branch Sewerage Authority

**INDEMNIFICATION AGREEMENT BETWEEN THE LONG BRANCH
SEWERAGE AUTHORITY and SEVENTH AVENUE DEVELOPMENT, LLC**

THIS AGREEMENT, made this day of , 2021, by and between THE LONG BRANCH SEWERAGE AUTHORITY, 150 Joline Avenue, Long Branch, New Jersey (hereinafter "Authority"), and SEVENTH AVENUE DEVELOPMENT, LLC, 335 Broadway, Long Branch, New Jersey (hereinafter "Seventh Avenue").

WHEREAS, the Authority is the owner in fee simple of real property known as Block 267, Lot 54 in the City of Long Branch, Monmouth County, New Jersey (hereinafter "the Property"); and

WHEREAS, Seventh Avenue has entered into an agreement with the Estate of Nathan Cain to purchase the real property designated on the tax map of the City of Long Branch as Block 267, Lot 51, and more commonly known as 339 Broadway, Long Branch, New Jersey; and

WHEREAS, the Authority has agreed to convey the Property to Seventh Avenue and Seventh Avenue has agreed to acquire the Property for the sum of \$1.00 and other good and valuable consideration.

NOW, THEREFORE, BE IT AGREED, by and between the Long Branch Sewerage Authority and Seventh Avenue Development LLC, as follows:

1. The Authority shall convey all of its right, title and interest in and to the Property to Seventh Avenue.
2. The Authority relinquishes all of its right, title and interest in that certain Right of Way Easement to the Authority as set forth and recorded in the Monmouth County Clerk's

Office in Deed Book 1938, page 295; a copy of which is attached hereto as Exhibit A.

3. The Authority relinquishes all of its right, title and interest in that certain Right of Way Easement to the Authority as set forth and recorded in the Monmouth County Clerk's Office in Deed Book 1938, page 297; a copy of which is attached hereto as Exhibit B.

4. In addition to the sum of \$1.00, the receipt of which is hereby acknowledged, in consideration for the Authority's conveyance of the Property and abandonment of the Right of Way Easement, Seventh Avenue hereby agrees:

a. To indemnify and hold harmless the Authority, its officers, directors, employees, agents and representatives from any and all claims, losses, damages and expenses, known or unknown, foreseen or unforeseen, Seventh Avenue may have against the Authority for the environmental condition of the Property.

b. To indemnify and hold harmless the Authority, its officers, directors, employees, agents and representatives from any and all claims, losses, damages and expenses, known or unknown, foreseen or unforeseen, Seventh Avenue may have against the Authority for the environmental condition of the property designated on the tax map of the City of Long Branch as Block 267, Lot 51 and more commonly known as 339 Broadway, Long Branch, New Jersey.

5. The Authority represents, to the best of its knowledge, information and belief, that it has not received notice, citation, directive, letter or other communication, written or oral, from the New Jersey Department of Environmental Protection ("DEP") concerning any intentional or unintentional action or omission on its part resulting in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of Hazardous Substances into the waters or onto the

lands of the State of New Jersey or into the waters outside the jurisdiction of the State of New Jersey, resulting in damage to the lands, waters, fish, shellfish, wildlife, air and other resources owned, managed, held in trust or otherwise controlled by the State of New Jersey.

6. The terms, conditions and restrictions set forth herein shall be deemed to run with the land in perpetuity and shall not be severed from the land, amended and/or terminated unless authorized by the Grantee in writing and recorded in the Monmouth County Clerk's Office.

7. The undersigned represent that each is a duly organized and existing legal entity under the laws of the State of New Jersey, and that each have the full power and authority to execute, deliver and perform this Agreement and all agreements and documents referred to in this Agreement. The individuals who execute this Agreement on behalf of each respective party, by such execution, represents and warrants such person has the authority to do so.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written above.

ATTEST:

LONG BRANCH SEWERAGE AUTHORITY

BY: _____
THOMAS ROGUSKI, Executive Director

SEVENTH AVENUE DEVELOPMENT LLC

BY: _____
FRANK MONTEFORTE, Managing Member

This easement is also for the purpose of entering in and upon the said land from time to time as may be necessary by The Long Branch Sewer Company for the installing, operating, maintaining, removing, repairing or adding to the underground pipes or pipes and manholes of The Long Branch Sewer Company provided however, that The Long Branch Sewer Company shall restore the surface of the ground as of the time of entering upon the lands by grading, sodding and replanting of common varieties of shrubbery.

TO HAVE AND TO HOLD the above granted easement and right of way to The Long Branch Sewer Company its successors and assigns forever.

IN WITNESS WHEREOF Theresa Heimlich and Samuel M. Heimlich, her husband, have hereunto set their hands and seals the day and year first above written.

PRESENTED AND SEALED AND DELIVERED

Theresa Heimlich (L.S.)
Theresa Heimlich

IN THE PRESENCE OF

Samuel M. Heimlich (L.S.)
Samuel M. Heimlich

GRACE V. CARHART

U.S. Stamps Cancelled

STATE OF NEW JERSEY)
COUNTY OF MONMOUTH)

BE IT REMEMBERED, That on this 30th day of Oct. in the year of our Lord one thousand nine hundred and forty three, before me, the subscriber, A Notary Public of N.J., personally appeared Theresa Heimlich and Samuel M. Heimlich, her husband, who, I am satisfied are the grantors mentioned in the within instrument, to whom I first made known the contents of the same, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

Grace V. Carhart
Notary Public of N.J.

Filed & Recorded Nov. 3rd, A.D. 1943 at 9 A.M.

J. Russell Woolley, Clerk

DB 1938-245

THIS INDENTURE, Made the 30th day of Oct. nineteen hundred and forty three.
BETWEEN Heimlich Motor Co. a corporation organized and existing under the laws of the State of New Jersey, having its principal office at 339 Broadway, in the City of Long Branch, County of Monmouth and State of New Jersey.
AND The Long Branch Sewer Company, a corporation of the State of New Jersey, having its principal office at #47 Third Avenue in the City of Long Branch, County of Monmouth and State of New Jersey;
WITNESSETH, That the said Heimlich Motor Co. in consideration of One (\$1.00) lawful money of the United States paid by The Long Branch Sewer Company to the said Heimlich Motor Co. has given, granted, bargained, conveyed and confirmed, and by these presents does give, grant, convey and confirm unto The Long Branch Sewer Company, its successors and assigns, forever a free and unobstructed easement and right of way in, over and under a strip of land located in the City of Long Branch, County of Monmouth and State of New Jersey, and more particularly described as follows:

A

BEGINNING at a point in the north line of lot No. two as shown on a map entitled "Map of building lots at Long Branch, New Jersey, belonging to Howard and Harry W. Green, scale fifty feet to an inch, W. H. DeNyse, City Surveyor, March 20th, 1893" said point being distant one hundred eighty six and twenty hundredths feet measured in an easterly direction along the north side of lot No. two from the east side of Seventh Avenue; thence (1) north sixty eight degrees fifty six minutes east and along the north side of said lot No. two, sixty one and eighty hundredths feet to a point in the west line of lot No. twenty nine as shown on a map entitled "Map of building lots at Long Branch, New Jersey, belonging to Mrs. Margaret Lippincott, scale seventy five feet to an inch, W. H. DeNyse, City Surveyor, June 1st, 1888"; thence (2) south seven degrees fifty five minutes east and along the west side of said lot No. twenty nine, nine and twenty four hundredths feet; thence (3) south sixty eight degrees fifty six minutes west fifty nine and seventy hundredths feet; thence (4) north twenty one degrees four minutes west nine feet to the point of beginning or place of beginning.

Being a part of the first tract of land described in a deed bearing date October 18, 1922 made by Charles F. Sexton and William G. Boteler as Receivers of Monmouth County Electric Company, a corporation of the State of New Jersey to Stein Heimlich Auto Company Inc. body corporate of the State of New Jersey, and recorded in the Clerk's Office of the County of Monmouth in Book 1200 of Deeds for said County on page 211 &c.

The corporate name of Stein Heimlich Auto Company, Inc. was changed to Heimlich Motor Co. on or about January 7, 1930 and certificate of such change of name was filed in the office of the Secretary of State of the State of New Jersey on or about said date.

This easement is for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying and adding to from time to time underground pipe or pipes with necessary fittings, appurtenances and attached facilities for sewage purposes.

This easement is for the further purpose of installing, maintaining, inspecting, removing, repairing, replacing, relaying and adding to from time to time manholes from the surface of the ground down to and including any sewer lines of The Long Branch Sewer Company hereafter installed in said grounds.

This easement is also for the purpose of entering in and upon the said lands from time to time as may be necessary by The Long Branch Sewer Company for the installing, operating, maintaining, removing, repairing, or adding to the underground pipe or pipes and the manholes of The Long Branch Sewer Company provided however, that The Long Branch Sewer Company shall restore the surface of the ground as of the time of entering upon the said lands by grading, sodding and replanting of common varieties of shrubbery.

TO HAVE AND TO HOLD the above granted easement and right of way to The Long Branch Sewer Company its successors and assigns forever.

IN WITNESS WHEREOF, Heimlich Motor Co. has caused its corporate seal to be hereto affixed and attested by its Secretary and these presents to be signed by its President, the day and year first above written.

(Corporate Seal)
Attest: Theresa Heimlich
Theresa Heimlich
Secretary
\$.55 I.R.U.S. Stamps Cancelled

Heimlich Motor Co.
By: Samuel M. Heimlich
Samuel M. Heimlich
President

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STATE OF NEW JERSEY)
COUNTY OF MONMOUTH) SS

BE IT REMEMBERED, That on this 30th day of Oct. nineteen hundred and
thirty three, before me, the subscriber, A Notary Public of N.J. personally appeared Theresa
Heimlich, who being by me duly sworn on her oath, says that she is the Secretary of Heimlich
Co. the grantor named in the foregoing instrument; that she well knows the corporate
seal of said corporation; that the seal affixed to said instrument is the corporate seal of
said corporation; that the said seal was so affixed and the said instrument signed and de-
scribed by Samuel K. Heimlich, who was at the date thereof the President of said corporation,
in the presence of this deponent, and said President, at the same time acknowledged that he
had sealed and delivered the same as his voluntary act and deed, and as the voluntary
act and deed of said corporation, by virtue of authority from its Board of Directors, and
that the deponent, at the same time subscribed her name to said instrument as an attesting witness
to its execution thereof.

and subscribed before me
Long Branch, N.J., the date aforesaid.

Grace V. Caphart
Notary Public of N.J.

Filed & Recorded Nov. 3rd, A.D. 1943 at 9 A.M.

Notary Public

J. Russell Woolley, Clerk

Theresa Heimlich
Theresa Heimlich

DP 1938-297

HEIMLICH MOTOR CO.)

TO)

BRANCH SEWER CO.)

THIS INDENTURE, Made the 30th day of Oct. nineteen hundred and
forty three.

BETWEEN Heimlich Motor Co. a corporation organized and existing
under the laws of the State of New Jersey, having its principal

office at #339 Broadway in the City of Long Branch, County of Monmouth and State of New Jersey.

AND The Long Branch Sewer Company a corporation of the State of New Jersey

having its principal office at #47 Third Avenue in the City of Long Branch, County and State

aforesaid.

WITNESSETH, That the said Heimlich Motor Co. in consideration of One
(\$1.00) lawful money of the United States paid by The Long Branch Sewer Company to the
said Heimlich Motor Co. has given, granted, bargained, conveyed and confirmed, and by these
instruments does give, grant, convey and confirm unto The Long Branch Sewer Company its success-
ors and assigns, forever a free and unobstructed easement and right of way in, over and under
a strip of land located in the City of Long Branch, County of Monmouth and State of New Jersey
more particularly described as follows:

BEGINNING at a point in the east side of Seventh Avenue said point being
the northwest corner of lot No. two, as shown on a map entitled "Map of building lots at
Long Branch, New Jersey, belonging to Howard and Harry W. Green, scale fifty feet to an inch
dated March 20th, 1893"; thence (1) north sixty eight degrees fifty six
minutes east and along the north side of lot No. two, as shown on said map one hundred
and nine and twenty hundredths feet; thence (2) south twenty one degrees four minutes east
one hundred and fifty nine feet; thence (3) south sixty eight degrees fifty six minutes west one hundred and fifty nine

B

and twenty hundredths feet to a point in the east side of Seventh Avenue; thence
 twenty one degrees four minutes west and along the east side of Seventh Avenue eight
 to the point or place of beginning.

Being a part of the first tract of land described in a deed bearing date October 16, 1922 made by Charles F. Sexton and William G. Boteler as Receivers of
 Monmouth County Electric Company, a corporation of the State of New Jersey, to Stein
 Heimlich Auto Company, Inc. body corporate of the State of New Jersey, and recorded in
 the Clerk's Office of the County of Monmouth in Book 1200 of Deeds for said County on
 page 211 &c.

The corporate name of Stein Heimlich Auto Company, Inc. was changed to
 Heimlich Motor Co. on or about January 7, 1930 and certificate of such change
 was filed in the Office of the Secretary of State of the State of New Jersey, on
 about said date.

This easement is for the purpose of installing, laying, operating, maintaining,
 inspecting, removing, repairing, replacing, relaying and adding to from
 time to time underground pipe or pipes with necessary fittings, appurtenances and
 facilities for sewage purposes.

This easement is for the further purpose of installing, maintaining,
 inspecting, removing, repairing, replacing, relaying and adding to from time to time
 holes from the surface of the ground down to and including any sewer lines of the
 Long Branch Sewer Company hereafter installed in said grounds.

This easement is for the further purpose of passing and repassing
 over and upon said lands herein described on foot or with vehicles, machinery loads
 in any other manner necessary for the installation, operation, maintenance, inspection,
 removal and replacement of the said sewer lines of The Long Branch Sewer Company and for
 the further purpose of passing to and from other lands abutting the easterly end of the
 right of way described herein, which other lands are being conveyed simultaneously
 herewith by the Heimlich Motor Co. to The Long Branch Sewer Company.

TO HAVE AND TO HOLD the above granted easement and right of way
 to The Long Branch Sewer Company its successors and assigns forever.

IN WITNESS WHEREOF, Heimlich Motor Co. has caused its corporate
 seal to be hereto affixed and attested by its Secretary and these presents to be signed
 by its President, the day and year first above written.

(Corporate Seal)

Heimlich Motor Co.

Attest: Theresa Heimlich
 Theresa Heimlich
 Secretary

By: Samuel K. Heimlich
 Samuel M. Heimlich
 President

\$1.10 I.R.U.S. Stamps Cancelled

STATE OF NEW JERSEY)
) ss
 COUNTY OF MONMOUTH)

BE IT REMEMBERED, That on this 30th day of Oct. nineteen hundred
 and forty three, before me, the subscriber, A Notary Public of N.J. personally appeared
 Theresa Heimlich who being by me duly sworn on her oath says that she is the Secretary

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