

## RESOLUTION #86-25

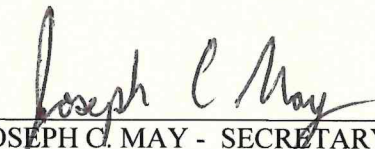
### 2025 Revenue Fund

**BE IT RESOLVED**, by the South Monmouth Regional Sewerage Authority that Revenue Fund Requisition #11-25 in the total amount of \$1,538,744.18 is hereby approved for transfer as follows:

1. That \$1,320,140.68 is transferred from the Revenue Fund to the Operating Fund in satisfaction of all approved bills attached hereto and made a part thereof as of this date.
2. That \$218,603.50 is transferred from the Revenue Fund to the Payroll Fund to reimburse the Authority for the prior month's gross payroll and employer payroll taxes.

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

CERTIFIED TO BE A TRUE COPY OF A RESOLUTION  
DULY ADOPTED BY THE SOUTH MONMOUTH  
REGIONAL SEWERAGE AUTHORITY AT ITS  
REGULAR OPEN PUBLIC MEETING ON 11/12/25.

  
\_\_\_\_\_  
JOSEPH C. MAY - SECRETARY

## 2025 REVENUE FUND REQUISITION

Requisition #11-25

Total of Requisition: \$1,538,744.18

Date: November 12, 2025

### CERTIFICATION

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

SOUTH MONMOUTH REGIONAL SEWERAGE AUTHORITY

BY:

  
E. GENE CORY - CHAIRMAN

**SOUTH MONMOUTH REGIONAL SEWERAGE AUTHORITY**  
**Supplemental Information to Requisition # 11 - 25**  
**10-Nov-25**

**Total amount of checks** **1,250,254.55**

Plus:

State Health Benefit Programs - Medical	32,269.73
State Health Benefit Programs - Rx	6,268.85
State Health Benefit Programs - Retirees	29,001.53
BC/BS - Dental Program	1,795.82
VSP - Eye Care	550.20

Re-imburse SMRSA for October, 2025 Gross Payroll	203,923.19
Re-imburse SMRSA for October, 2025 Employer Portion Federal Payroll Taxes	14,680.33

SUB - TOTAL 288,489.65

Adjustments:	Tax Adjustment	-0.02
		0.00

SUB - TOTAL -0.02

**REQUESTED AMOUNT OF WIRE TRANSFER** **1,538,744.18**

**WIRE INSTRUCTIONS:**

A/P Checks	1,250,254.55
SHBP	67,540.11
Dental/ Vision	2,346.02
Adjustments	<u>0.00</u>

**TO OPERATING ACCOUNT** **1,320,140.68**

Payroll & Related Taxes	218,603.52
Adjustments	<u>-0.02</u>

**TO PAYROLL ACCOUNT** **218,603.50**

Tax Adjustment

**REQUETSED AMOUNT OF WIRE TRANSFER** **1,538,744.18**

0.00

Range of Checking Accts: OPERATING to OPERATING Range of Check Ids: 24992 to 25064  
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
24992	11/14/25	ADPINC50 ADP	1,254.32	311
24993	11/14/25	ADVANTAG Advantage Voice & Data	357.81	311
24994	11/14/25	AEA00050 AEA	950.00	311
24995	11/14/25	ALLISO50 ALLISON PEST CONTROL	76.00	311
24996	11/14/25	ASHOME50 A'S HOME & GARDEN CENTER	97.95	311
24997	11/14/25	BIGLEY50 BIGLEY, BARNEY	99.99	311
24998	11/14/25	BOROUG48 BOROUGH OF MANASQUAN	198.90	311
24999	11/14/25	BOROUG84 BOROUGH OF SPRING LAKE HT	300.00	311
25000	11/14/25	BRWELD01 BR WELDING INC	640,394.47	311
25001	11/14/25	CENTE005 SanAir Technologies Laborator	567.00	311
25002	11/14/25	COAST50 COASTAL SOLUTIONS INC.	2,240.83	311
25003	11/14/25	COOPER50 COOPER ELEC. SUPPLY CO.	1,240.20	311
25004	11/14/25	COPPL005 NVIRO SERVE	14,726.18	311
25005	11/14/25	COUNT055 County of Monmouth Public Work	66.50	311
25006	11/14/25	COUSI005 Cousins Landscaping	2,300.00	311
25007	11/14/25	DIFI50 D-FI PRODUCTIONS INC	340.00	311
25008	11/14/25	DIREC005 Direct Energy Business	2,391.01	311
25009	11/14/25	DOVER05 Dover Oil Company	2,145.25	311
25010	11/14/25	DUNPHE50 DUNPHEY-SMITH CO	180.63	311
25011	11/14/25	ENDRE005 ENDRESS & HAUSER, INC	2,907.35	311
25012	11/14/25	FAZZIO50 Joseph Fazzio - Wall LLC	1,310.79	311
25013	11/14/25	FERGUS55 FERGUSON ENTERPRISES	237.19	311
25014	11/14/25	FISHER66 FISHER SCIENTIFIC	337.62	311
25015	11/14/25	FREEH033 FREEHOLD CARTAGE INC	1,446.75	311
25016	11/14/25	GAGEIT01 GAGE-IT INC	291.68	311
25017	11/14/25	GARDE005 GARDEN STATE LABORATORIES, INC	1,567.00	311
25018	11/14/25	GOODF005 GOOD FRIEND ELECTRIC	134.95	311
25019	11/14/25	GRABO005 Grabowski, Joseph	506.00	311
25020	11/14/25	GRAING50 GRAINGER INC	3,511.71	311
25021	11/14/25	HOMEDE50 HOME DEPOT CREDIT SERVICE	652.85	311
25022	11/14/25	JAEGER50 JAEGER LUMBER	9.59	311
25023	11/14/25	JERSEY16 JERSEY CENTRAL POWER & LI	26,574.95	311
25024	11/14/25	KUEHNE50 KUEHNE CHEMICAL CO.	31,276.63	311
25025	11/14/25	LERTCH50 LERTCH DISPOSAL	261.12	311
25026	11/14/25	LIMAC005 LIMA COMPANY	2,417.00	311
25027	11/14/25	MANNAB50 MANNA & BONELLO P.A.	1,879.00	311
25028	11/14/25	MCMAST50 MCMASTER-CARR	4,913.91	311
25029	11/14/25	MEDI50 Medical Express	934.10	311
25030	11/14/25	MILLER50 MILLER, SUSAN	592.98	311
25031	11/14/25	NJGRAV34 NJ GRAVEL & SAND CO INC	1,740.96	311
25032	11/14/25	NJNATL33 NJ NAT'L GAS	301.32	311
25033	11/14/25	NJWEA-66 NJWEA	850.00	311
25034	11/14/25	OPTIM005 OPTIMUM	250.99	311
25035	11/14/25	PADUL005 Padula Law Group, LLC	1,482.00	311
25036	11/14/25	PASSAI50 PASSAIC VALLEY SEWERAGE	7,560.00	311
25037	11/14/25	PREMIER5 Premier Magnesia, LLC	11,718.30	311
25038	11/14/25	PSS00005 PS&S, LLC	170.00	311
25039	11/14/25	PUMPIN50 PUMPING SERVICES	41,341.70	311
25040	11/14/25	RAPIDP50 RAPID PUMP & METER SERVIC	353,941.70	311
25041	11/14/25	RARIT005 RARITAN SUPPLY GROUP, INC	25,956.17	311
25042	11/14/25	SANTA005 Santamaria, Esiah	232.36	311

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
25043	11/14/25	SCHWAA50 SCHWAAB INC	51.50		311
25044	11/14/25	SEABOA66 SEABOARD WELDING SUPPLY	143.10		311
25045	11/14/25	SERVI005 SERVICE TIRE TRUCK CENTER INC.	686.61		311
25046	11/14/25	SHOREB50 SHORE BUSINESS SOLUTIONS	188.86		311
25047	11/14/25	STEVEN50 STEVENSON SUPPLY CO INC	1,203.40		311
25048	11/14/25	STONYB55 STONY BROOK REGIONAL	2,964.50		311
25049	11/14/25	SUBURB50 SUBURBAN PROPANE	30.63		311
25050	11/14/25	SUNBE005 SUNBELT RENTALS, INC	3,099.71		311
25051	11/14/25	T3SUS005 T3 SUSTAINABLE SOLUTIONS LLC	6,397.50		311
25052	11/14/25	TAYLOR25 TAYLOR FENCE CO INC	3,835.00		311
25053	11/14/25	TEKSA005 TEK-SALES, INC	6,062.96		311
25054	11/14/25	TJMCO005 TJM CONTROLS, INC	1,350.00		311
25055	11/14/25	UNIFIR50 UNIFIRST CORPORATION	379.55		311
25056	11/14/25	USBAN005 US Bank Corporate Payment Syst	1,125.09		311
25057	11/14/25	USBANK50 U.S. Bank	3,200.00		311
25058	11/14/25	VANWIC50 VAN WICKLE AUTO SUPPLY	652.63		311
25059	11/14/25	VERIWIRE Verizon wireless	255.74		311
25060	11/14/25	VERIZO25 VERIZON	335.00		311
25061	11/14/25	WALLTO50 WALL TOWNSHIP WATER & SEWER	1,637.04		311
25062	11/14/25	WBMASON W.B. MASON	59.39		311
25063	11/14/25	WIELK005 WIELKOTZ & COMPANY, LLC	17,950.00		311
25064	11/14/25	WRIGHT50 WEX Bank - WrightExpress	1,410.63		311

Report Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	73	0	1,250,254.55	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	73	0	1,250,254.55	0.00

# RESOLUTION #87-25

## Resolution to Approve the 2024 Audit for the Fiscal Year Ending December 31, 2024

**WHEREAS**, N.J.S.A. 40A:5A-15 requires the governing body of each local Authority to cause an annual audit of its accounts to be made; and

**WHEREAS**, the annual audit for the fiscal year ending December 31, 2024 has been completed and filed with the N.J. Department of Community Affairs, Division of Local Government Services pursuant to N.J.S.A. 40A:5A-15; and

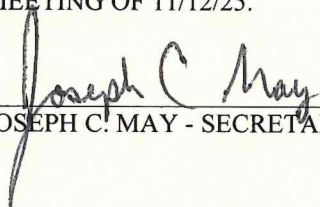
**WHEREAS**, the N.J.S.A. 40A:5A-17 requires the governing body of each Authority to, within 45 days of receipt of the annual audit, certify by Resolution to the Local Finance Board that each member thereof has personally reviewed the annual audit report, and specifically the sections of the audit report entitled "General Comments" and "Recommendations", and has evidenced same by group affidavit in the form prescribed by the Local Finance Board; and

**WHEREAS**, the members of the governing body have received the annual audit and have personally reviewed the annual audit, and have specifically reviewed the sections of the annual audit report entitled "General Comments" and "Recommendations" in accordance with N.J.S.A. 40A:5A-17.

**NOW, THEREFORE, BE IT RESOLVED**, that the governing body of the South Monmouth Regional Sewerage Authority hereby certifies to the Local Finance Board of the State of New Jersey, that each governing body member has personally reviewed the annual audit report for the fiscal year ending December 31, 2024, and specifically has reviewed the sections of the audit report entitled "General Comments", and "Recommendations" and has evidenced same by group affidavit in the form prescribed by the Local Finance Board; and

**BE IT FURTHER RESOLVED**, that the Secretary of the Authority is hereby directed to promptly submit to the Local Finance Board the aforesaid group affidavit, accompanied by a certified true copy of this Resolution.

CERTIFIED TO BE A TRUE COPY OF A RESOLUTION DULY ADOPTED BY THE SOUTH MONMOUTH REGIONAL SEWERAGE AUTHORITY AT ITS REGULAR OPEN PUBLIC MEETING OF 11/12/25.

  
\_\_\_\_\_  
JOSEPH C. MAY - SECRETARY

**Governing Body Member:**

ROLL CALL	Moved	Seconded	Affirmative	Negative	Abstain	Excused
E. Gene Cory			X			
Edward Donovan	X					
Kevin Lynch			X			
Michael Mattia		X				
Joseph May			X			
Michael Meixsell			X			
Paul Nolan						X
Thomas Shields			X			

LOCAL AUTHORITIES  
GROUP AFFIDAVIT FORM

PRESCRIBED BY  
THE NEW JERSEY LOCAL FINANCE BOARD

AUDIT REVIEW CERTIFICATE

We, the members of the governing body of the South Monmouth Regional Sewerage Authority, being of full age and being duly sworn according to law, upon our oath depose and say:

1. We are duly appointed members of the South Monmouth Regional Sewerage Authority.
2. We certify, pursuant to N.J.S.A. 40A:5A-17, that we have each reviewed the annual audit report for the fiscal year ending December 31, 2024, and specifically the sections of the audit report entitled "Comments".

E. Gene Cory

E Gene Cory

Edward Donovan

Edward D Donovan

Kevin Lynch

Kevin Lynch

Michael Mattia

Michael Mattia

Joseph May

Joseph C May

Michael Meixsel

Michael Meixsel

Paul Nolan

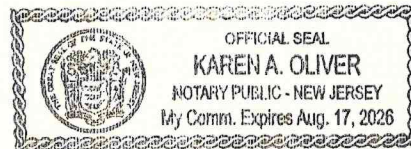
Paul Nolan

Thomas Shields

Thomas Shields

Sworn to and subscribed before me on this 12<sup>th</sup> day of November, 2025

Karen A. Oliver  
Notary Public of New Jersey



## RESOLUTION #88-25

A Resolution Appointing EB Employee Solutions, LLC  
D/B/A “The Difference Card”  
to Provide Health Reimbursement Account Services (HRA)  
for the South Monmouth Regional Sewerage Authority

**WHEREAS**, the South Monmouth Regional Sewerage Authority is subject to the requirements of the Local Public contracts Law and authorized to offer health benefits coverage to all full-time employees; and

**WHEREAS**, it is the South Monmouth Regional Sewerage Authority’s intention to offer our employees the opportunity to enroll in Eligible State Health Benefit Plans integrated with the Difference Card, with a fully funded Health Reimbursement Account (HRA), in the amount not to exceed \$16,960 for each employee regardless of level of coverage (single, member/spouse, parent/child and family) to be effective January 1, 2026; and

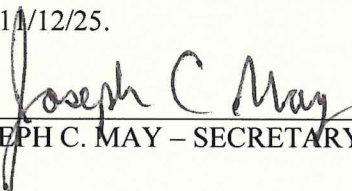
**WHEREAS**, EB Employee Solutions, LLC d/b/a “The Difference Card,” is approved to operate within the New Jersey State Health Benefits Plan; and

**WHEREAS**, EB Employee Solutions, LLC, d/b/a as “The Difference Card” with a business address of 200 Business Park Drive, Suite 311, Armonk, NY 10504 is appointed to provide HRA Services for the period of January 1, 2026 through December 31, 2026 in accordance with their proposal.

**NOW, THEREFORE, BE IT RESOLVED** that the Executive Director is hereby authorized and directed to take all necessary and required actions to execute the contract between the Authority and EB Employee Solutions, LLC d/b/a “The Difference Card”

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

CERTIFIED TO BE A TRUE COPY OF A RESOLUTION  
DULY ADOPTED BY THE SOUTH REGIONAL SEWERAGE  
AUTHORITY AT ITS REGULAR OPEN PUBLIC MEETING  
ON 11/12/25.

  
\_\_\_\_\_  
JOSEPH C. MAY – SECRETARY

## RESOLUTION #89-25

### A Resolution to Approve an Interlocal Agreement with Passaic Valley Sewerage Commission for the Disposal of Liquid Sewer Sludge

**WHEREAS**, the South Monmouth Regional Sewerage Authority solicited quotations from various Sanitary Sewer Sludge Disposal facilities for cost(s) associated with the disposal of South Monmouth Regional Sewerage Authority generated liquid sludge; and

**WHEREAS**, N.J.S.A. 40:14A-23 allows two regional sewerage authorities governing units as defined therein, to enter into an Interlocal Agreement relating to the collection, treatment, and disposal of liquid sewer sludge; and

**WHEREAS**, the Authority has negotiated a sludge disposal rate as per Schedule A, with Passaic Valley Sewerage Commission as one of two disposal sites a copy of which is attached hereto and made a part hereof (Attachment A); and

**WHEREAS**, the Authority, under separate resolution, has entered into a separate contract for the Removal and Hauling of Sewer Liquid Sludge.

**WHEREAS**, the Authority, under separate resolution intends to enter into a separate contract for the Disposal of Liquid Sludge at an additional sludge disposal site.

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

1. The Financial Officer of the Authority will certify that the Income and Appropriation Budgets will have sufficient funds available to pay the compensation for said services.
2. That the Executive Director be and is hereby authorized and directed to execute said Interlocal Agreement on behalf of the Authority.

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

CERTIFIED TO BE A TRUE COPY OF A RESOLUTION  
DULY ADOPTED BY THE SOUTH MONMOUTH  
REGIONAL SEWERAGE AUTHORITY AT ITS REGULAR  
OPEN PUBLIC MEETING ON 11-12-25.

  
\_\_\_\_\_  
JOSEPH C. MAY – SECRETARY

BRENDAN MURPHY  
*Chairman*  
LUIS A. QUINTANA  
*Vice Chairman*  
ELIZABETH CALABRESE  
JOHN J. COSGROVE  
C. LAWRENCE CRUMP  
JAMES P. DORAN  
JOSEPH F. ISOLA  
HECTOR C. LORA  
*Commissioners*



GREGORY A. TRAMONTOZZI  
*Executive Director*  
THOMAS A. FUSCALDO  
*Acting Clerk*  
MICHAEL D. WITT, ESQ.  
*General Counsel*

*"Protecting Public Health and the Environment"*  
600 Wilson Avenue  
Newark, NJ 07105  
P (973) 344-1800 F (973) 334-2951  
[www.nj.gov/pvsc](http://www.nj.gov/pvsc)  
Liquid Waste Acceptance Fax: (973) 466-3194

December 11, 2025

Mr. Ryan Krause  
South Monmouth Regional Sewerage Authority  
1235 18th Ave.  
Belmar, NJ 07719

**RE: South Monmouth Regional Sewerage Authority 364A**

Dear Mr. Krause:

Enclosed is an executed copy of the Agreement between PVSC and South Monmouth Regional Sewerage Authority for municipal sludge disposal from its facility. This Agreement will expire on **12/11/2027**. We are pleased to serve your liquid waste management needs and look forward to a long and mutually beneficial relationship.

Should you have any questions or require additional information regarding this matter please do not hesitate to contact me at (973) 817-8424.

Sincerely,  
PASSAIC VALLEY SEWERAGE COMMISSION

*Cameron Chadwick*

Cameron Chadwick  
Liquid Waste Acceptance Supervisor 1

CC/dt  
Enclosure(s)

c: Gregory A. Tramontozzi, Executive Director  
Thomas A. Fuscaldo, Acting Clerk  
File, Liquid Waste Acceptance

PVSC# 20250038



**LIQUID WASTE ACCEPTANCE PROGRAM  
AGREEMENT  
WITH**

**SOUTH MONMOUTH REGIONAL SEWERAGE  
AUTHORITY  
(MUNICIPAL, NON-CATEGORICAL)**

PVSC Customer Number: 364A  
PVSC Agreement Number: 20250038  
Date: 11-25-2025

**AGREEMENT**

**THIS AGREEMENT** (the "Agreement") is made this DEC, day of 11<sup>th</sup>, 2025, between the **PASSAIC VALLEY SEWERAGE COMMISSION**, a public body politic and corporate of the State of New Jersey organized under N.J.S.A. 58:14-1, et seq., with principal offices located at 600 Wilson Avenue, Newark, New Jersey 07105 ("PVSC") and **SOUTH MONMOUTH REGIONAL SEWERAGE AUTHORITY**, a public body politic and corporate of the State of New Jersey organized under N.J.S.A. 40:14B-1, et seq., with principal offices located at 1235 18<sup>th</sup> Ave. Belmar, NJ 07719 ("CUSTOMER")(collectively, the "Parties").

**RECITALS**

1. PVSC owns and operates a wastewater treatment facility located in Newark, New Jersey (the "PVSC Wastewater Treatment Plant.")
2. The PVSC Wastewater Treatment Plant has waste disposal facilities and capabilities.
3. CUSTOMER is a governmental entity generator of non-hazardous municipal sludge, as determined by PVSC, and desires to have such non-hazardous municipal sludge treated and disposed of by PVSC.
4. PVSC is agreeable to treat and dispose of CUSTOMER's non-hazardous municipal sludge, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth in this Agreement, the Parties agree as follows:

**TERMS AND CONDITIONS**

**SECTION 1**  
**GENERAL SCOPE**

A. CUSTOMER agrees to deliver liquid waste approved by PVSC (the "Waste") at no cost to PVSC to the point of connection to PVSC's system, as designated by PVSC. If CUSTOMER utilizes a hauler to deliver its waste, the hauler must be approved by PVSC pursuant to its procedures.

B. The Waste shall meet all PVSC standards for discharge, including the applicable sections of the "Rules and Regulations Concerning Discharges to the Passaic Valley Sewerage Commission Treatment Works" (the "PVSC Rules and Regulations"), which are incorporated by reference into this Agreement as if fully set forth herein. The Waste shall not be detrimental to PVSC's treatment plant, as may be determined by PVSC in PVSC's sole discretion.

C. PVSC will accept the Waste from CUSTOMER subject to the limitations as set forth in Section 2 below, and CUSTOMER shall pay for the treatment and disposal of the Waste as provided in this Agreement.

**SECTION 2**  
**WASTE AMOUNT, PROHIBITED CONTENT,**  
**SERVICE CHARGES, AND MANNER OF DELIVERY**

A. CUSTOMER expressly warrants and guarantees that it will deliver to PVSC 50% of its total Waste production during the term of this Agreement. Unless CUSTOMER is incinerating its Waste at its own facility, CUSTOMER agrees that if it does not deliver 50% of its total Waste production, it will pay PVSC for any Waste production not delivered at the rate specified in this Agreement. The PVSC agrees to accept, treat and dispose of the non-hazardous waste delivered by CUSTOMER to PVSC during the term of this Agreement or any extension of it based on the description provided in the attached CUSTOMER'S application.

B. CUSTOMER shall not discharge into PVSC's wastewater treatment plant:

1. Any prohibited waste as defined by Section 312 or any other of PVSC's Rules and Regulations.
2. Any ashes, cinders, sand, mud, stones, rocks, straw, shavings, metal, glass, rags, feathers, tar, wood or any other solid or viscous substance capable of causing obstruction to flow in pipes or other interference with the proper operation of the sewage works.
3. Any waste with a pollutant content greater than contained in the documentation submitted in CUSTOMER'S Application.
4. Any waste which is defined as "hazardous" by the United States Environmental Protection Agency ("USEPA"), the New Jersey Department of Environmental Protection ("NJDEP"), PVSC, and/or any federal or State regulatory agency.
5. Mixtures of the approved waste, as defined in CUSTOMER'S Application, with any other waste.
6. Any waste which exceeds the maximum percent total solids contained in Exhibit A hereof.

C. Waste shall be delivered by CUSTOMER via tank truck or barge provided with either a gravity discharge or a self-contained pump capable of discharging the waste through

approximately 10 feet of a 4- or 6-inch discharge hose to an at grade connection or other designated discharge point.

D. PVSC shall have the right to sample any Waste delivery before or during discharge and analyze for any parameter.

E. PVSC shall have the right to reject any Waste delivery if, in its sole determination, the introduction of the contents may negatively impact the operation of the PVSC system.

**SECTION 3**  
**SERVICE CHARGE; ANNUAL ADJUSTMENT; BILLING**

A. In consideration for the treatment and disposal of the Waste by PVSC, CUSTOMER agrees to pay PVSC a service charge at the rate specified in Rate Schedule attached to this Agreement as Exhibit A. All charges for Waste deliveries shall be based upon full truckloads, regardless of whether a full truckload is delivered. PVSC may, at its option, require CUSTOMER to provide a weight ticket from a certified scale to confirm volume.

B. The weight or weighted average of total solids content of any Waste delivered by CUSTOMER to PVSC will be determined exclusively by PVSC's State-certified laboratory. PVSC Laboratory determinations/results will be the basis for weight and/or weighted averages of solids used for PVSC billing purposes.

C. Commencing the second year of the term of this Agreement, and for every year during the term of this Agreement thereafter and during any extension thereof, including the exercise of any option term of this Agreement, the rate shall, on an annual basis starting on the 1st day of the month of the anniversary of this Agreement and repeating on the 1st day of the month of the anniversary date of each calendar year thereafter, be increased or decreased consistent with, and in the amount of, any increase or decrease in the Consumer Price Index ("CPI") as published by the U.S. Department of Labor, Bureau of Statistics for New York-Northern New Jersey, all items (1982-1984 the average for items equals 100 - Series ID No. CUURS12ASA0). The CPI used for the increase will be based on the CPI of the month of the anniversary date of the contract from the previous year. Unless CUSTOMER notifies PVSC of its intention to terminate this Agreement, not later than thirty (30) days prior to the anniversary of the current year of this Agreement, CUSTOMER shall be deemed to have agreed to the increased Rate. In the event CUSTOMER does notify PVSC of its intention to terminate this Agreement, pursuant to this provision, such termination shall be effective on the ensuing anniversary. The termination shall in no way relieve CUSTOMER'S obligation to pay any outstanding charges then due and owing or to become due and owing.

D. PVSC shall charge and bill CUSTOMER monthly for services provided during the term of this Agreement. Charges are due and owing upon receipt by CUSTOMER of the monthly bill. Interest shall accrue at the rate of one-and-one-half percent (1½%) per month on charges not paid within ninety (90) days of the billing date.

E. CUSTOMER will in each fiscal year make all budgetary and other provisions or appropriations necessary to provide for or authorize the payment to the PVSC during such fiscal year to the annual payments due hereunder.

**SECTION 4**  
**TESTING AND MONITORING**

A. CUSTOMER shall be responsible for waste sampling, testing, reporting, or other requirement of NJDEP and USEPA and for the cost thereof, for monitoring for waste quality parameters, including, but not limited to, heavy metals and toxic organic chemicals. Copies of the waste analysis reports sent to NJDEP, USEPA and/or any other governing agency by the generator for waste quality parameters shall be filed with PVSC simultaneously their submission to the regulatory agency(s).

B. CUSTOMER shall maintain such records as necessary to demonstrate compliance with the requirements of this Agreement, PVSC's Rules and Regulations, and any applicable State and federal pretreatment standard or requirement. All records and information resulting from any monitoring activities required by this Agreement, including all records of analysis performed, shall be retained for a minimum of five (5) years, and shall be available for inspection by PVSC during CUSTOMER'S regular business hours.

**SECTION 5**  
**SPILLAGE**

Any spillage caused by CUSTOMER or CUSTOMER'S hauler and/or equipment while on PVSC property shall be CUSTOMER'S responsibility to properly clean up at CUSTOMER'S expense. The clean-up shall meet all federal and State requirements and regulations, including supplying all documentation.

**SECTION 6**  
**TERM OF AGREEMENT; TERMINATION**

A. The term of this Agreement shall commence on 12-11-2025 and end on 12-11-2027, for a total of two ( 2 ) years. (TBD After Director's Signature)

B. If upon the expiration of this Agreement, PVSC continues to provide service and CUSTOMER continues to dispose of the waste at PVSC, then and in such events, the terms of this Agreement shall bind the parties for all services provided post-expiration of this Agreement.

C. If this Agreement is renewed or extended, CUSTOMER shall complete and submit a new PVSC Application, including all required laboratory analysis. Failure to submit a complete Application or shall constitute a CUSTOMER default of this Agreement.

D. If CUSTOMER defaults in any of its obligations of the terms of this Agreement, PVSC may immediately and without further notice terminate services, provided that such termination shall in no way relieve CUSTOMER'S obligation to pay any outstanding charges then due and owing or to become due and owing. If timely payment is not made by CUSTOMER and PVSC institutes an action for collection, PVSC shall be entitled to be reimbursed for all costs of collection, including filing fees and reasonable attorney fees.

E. If NJDEP or any other governmental agency having jurisdiction over PVSC or the subject matter of this Agreement, institutes a District Sludge Management Plan, or other plan of similar nature, which makes this Agreement unenforceable by its terms, then this Agreement shall automatically terminate within sixty (60) days of implementation of the plan. If the plan renders any provision of this Agreement unenforceable or requires changes and modifications in the Agreement which PVSC is unwilling to accept, then PVSC reserves the right to terminate this Agreement upon sixty (60) days' notice.

F. Regardless of any other provision in this Agreement, PVSC shall have the absolute right to suspend and/or terminate this Agreement if PVSC determines, in its sole and absolute discretion, that it does not have the capacity to treat the waste to be delivered pursuant to this Agreement, or if the treatment of such waste will or has caused PVSC to violate any regulatory control mechanism under which it is permitted to operate its facility, and the violation cannot be corrected or removed despite PVSC's good faith efforts to do so. The termination or suspension provided for in this Agreement shall be on seven (7) days' written notice to CUSTOMER. CUSTOMER expressly agrees that PVSC will incur no liability of any kind in exercising its right to terminate or suspend the Agreement pursuant to this provision.

## SECTION 7 REGULATORY ENFORCEMENT

A. In addition to, and separate and apart from the enforcement of any contractual rights under the terms and conditions of this Agreement, PVSC reserves the right to institute such regulatory enforcement actions as it may deem appropriate under applicable federal and/or State law, as well as those contained in PVSC's Rules and Regulations in the event of CUSTOMER'S violation of this Agreement.

B. In the event any waste discharged by CUSTOMER to PVSC'S system does not meet the requirements of Section 2 (b), or any other provision of this Agreement or provisions or regulation of any governmental agency having jurisdiction, and causes unusual maintenance or operating costs to PVSC, or causes PVSC to incur any fines or penalties for violation of any USEPA, NJDEP, and/or any other governmental agency law, rule or permit, then in any such case, CUSTOMER shall indemnify and hold PVSC harmless without limitation and in full for such additional costs incurred, or fines, or penalties assessed. Provided, however, that CUSTOMER shall not incur any liability under this subsection unless PVSC can reasonably demonstrate that CUSTOMER, or its agents, or its waste was the cause of the unusual maintenance, operating costs, or fine or penalty, and in no event shall CUSTOMER be responsible for reimbursement of any

amount unreasonably incurred. Nonpayment of any costs or fines and penalties shall constitute a default of this Agreement.

**SECTION 8**  
**COVENANT BY PVSC**

A. PVSC shall use reasonable diligence and care to provide waste treatment service at its sewage treatment plant for the use of CUSTOMER. PVSC shall not be liable for any failure to provide the services which are the subject of this Agreement, or for any interruption, or loss or damage resulting therefrom occasioned in whole or in part by any cause beyond the reasonable control of PVSC or any cause considered an event of force majeure.

B. PVSC shall not be responsible for any interruption or cessation of services due to the action of any governmental agency having jurisdiction over PVSC. If PVSC is unable to provide the service under the terms of this Agreement because of failure to obtain the necessary approval or licenses from the governmental agencies having jurisdiction over PVSC, then this Agreement shall become null and void.

**SECTION 9**  
**INDEMNIFICATION**

CUSTOMER agrees to indemnify and hold PVSC harmless without limitation and in full from any and all damages and claims for damages, actual or alleged, suits, recoveries, judgments or executions (including costs, expenses and reasonable attorney's fees) which may be made, had, brought or recovered by reason of injury for and including death resulting therefrom, to any person, or damage to the property of any person arising out of the making and performance of this Agreement; provided that this indemnification shall not apply to any damages and claims for damages, arising from the negligence of PVSC, its agents or employees. This Agreement shall be made a part of CUSTOMER'S Comprehensive General Liability Policy, and PVSC shall also be designated as an additional named insured on such policy.

**SECTION 10**  
**INSURANCE**

A. CUSTOMER shall, at its own cost and expense, obtain and maintain for the life of the contract, and shall cause its subcontractors to obtain and maintain for the life of their subcontracts, all statutory insurance such as worker's compensation, bodily injury liability and property damage liability insurance and automobile and truck bodily injury liability and property damage insurance to be provided in not less than the following amounts:

- |  |             |
|--|-------------|
| a. Injury or death to one person   | \$1,000,000 |
| b. Injury or death to more than one person or<br>more than a single occurrence | \$2,000,000 |
| c. Property damage   | \$1,000,000 |
| d. Property damage on account of all occurrences                               | \$2,000,000 |

B. CUSTOMER shall have PVSC named as an additional insured on its policy for coverages required by this Agreement, and a certificate of insurance evidencing the required insurance shall be filed by CUSTOMER with the Executive Director of PVSC. If CUSTOMER is self-insured, CUSTOMER shall provide PVSC proof of its self-insurance and provide a Certificate of Self-Insurance as required by this section.

**SECTION 11**  
**GOVERNING LAW AND VENUE**

A. This Agreement shall be deemed to be executed in the State of New Jersey, regardless of the domicile of CUSTOMER and (if applicable) generator and shall be governed by and construed in accordance with the laws of the State of New Jersey. Further, CUSTOMER and (if applicable) generator agree to waive as a defense to any actions arising out of the discharge of wastes to PVSC's facility, the fact that CUSTOMER or (if applicable) generator are not entirely located within or subject to the jurisdiction of PVSC and its Rules and Regulations.

B. The Parties agree that all claims asserted by PVSC arising under this Agreement, or related thereto, shall be heard and determined either in the United States District Court for the District of New Jersey (Newark) or in the Superior Court of the State of New Jersey, Essex Vicinage. The parties further waive all rights to trial by jury.

**SECTION 12**  
**ASSIGNMENT PROHIBITED**

No assignment or transfer of this Agreement or resale of the services provided hereunder shall be made without the express written consent of PVSC, and CUSTOMER shall not permit any use or benefit to be made of this Agreement by any other party.

**SECTION 13**  
**INTEGRATION; MODIFICATION; CONSTRUCTION**

A. The parties hereby agree and acknowledge that this Agreement represents the entire understanding between them with regard to the subject matter of the Agreement and supersedes all other communications, oral or written, between them regarding the subject matter of the Agreement.

B. No additions, changes, modifications, renewals, or extensions of this Agreement shall be binding unless reduced to writing and signed by CUSTOMER and PVSC.

C. No provision of this Agreement or any document related hereto shall be construed or interpreted to the disadvantage of any party by any court, governmental entity, or any other person by virtue of the party being deemed the drafter or constructor of such provision.

**SECTION 14**  
**NO RIGHTS IN PVSC**

It is expressly acknowledged and understood by CUSTOMER that CUSTOMER is solely a contract customer of PVSC's Liquid Waste Acceptance Program and nothing in this Agreement shall or is intended to in any way convey any rights to CUSTOMER whatsoever with regard to ownership, capital, property rights, or equity in the system or plant of PVSC, nor shall CUSTOMER acquire by this Agreement any rights, express or implied, to participate in any way in the operation or the administration of PVSC, or participate in any capacity in any agreements or proceedings concerning the acquisition, sale, lease or any other imposition of PVSC's property, including but not limited to participation in eminent domain proceedings.

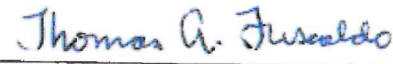
**THIS SPACE LEFT INTENTIONALLY BLANK**

**SIGNATURES**

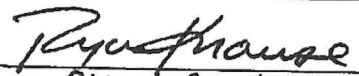
**THE PARTIES ACKNOWLEDGE** that they have read, understand, and accept the foregoing Agreement, including any attachments, exhibits, and supplements, and that they are legally authorized to enter into this Agreement, as evidenced by the signatures and corporate seals affixed below.

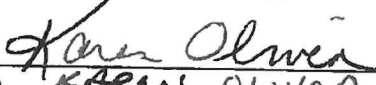
**PASSAIC VALLEY SEWERAGE COMMISSION**

By:   
GREGORY A. TRAMONTOZZI  
Executive Director

Attest:   
THOMAS A. FUSCALDO  
Acting Clerk

**SOUTH MONMOUTH REGIONAL SEWERAGE AUTHORITY**

By:   
(Name) RYAN R. KRAUSE  
(Title) EXECUTIVE DIRECTOR

Attest:   
(Name) KAREN OLIVER  
(Title) Chief Financial Officer

**EXHIBIT A**

**SOUTH MONMOUTH REGIONAL SEWERAGE AUTHORITY -2026**

<u>Percent Total</u>	<u>Price per 1,000</u>
<u>Solids</u>	<u>gallons</u>
Up to 3.99	\$56.74
4.00 to 4.49	\$61.33
4.50 to 4.99	\$66.28
5.00 to 5.49	\$71.64
5.50 to 5.99	\$77.42
6.00 to 6.49	\$83.68
6.50 to 6.99	\$90.44
7.00 to 7.49	\$97.74
7.50 to 7.99	\$105.64
8.00 to 8.49	\$114.18
8.50 to 8.99	\$123.40
Above 9.00	\$133.37

## RESOLUTION #90-25

### A Resolution to Approve an Interlocal Agreement with Stony Brook Regional Sewerage Authority for the Disposal of Liquid Sewer Sludge

**WHEREAS**, the South Monmouth Regional Sewerage Authority solicited quotations from various Sanitary Sewer Sludge Disposal facilities for cost(s) associated with the disposal of South Monmouth Regional Sewerage Authority generated liquid sludge; and

**WHEREAS**, N.J.S.A. 40:14A-23 allows two regional sewerage authorities governing units as defined therein, to enter into an Interlocal Agreement relating to the collection, treatment, and disposal of liquid sewer sludge; and

**WHEREAS**, the Authority has negotiated a sludge disposal as per Schedule 1 with Stony Brook Regional Sewerage Authority as one of two disposal sites, a copy of which is attached hereto and made a part hereof (Attachment A); and

**WHEREAS**, the Authority, under separate resolution, has entered into a separate contract for the Removal and Hauling of Sewer Sludge.

**WHEREAS**, the Authority, under separate resolution intends to enter into a separate contract for the disposal of liquid sludge at an additional sludge disposal site.

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

1. The Financial Officer of the Authority will certify that the Income and Appropriation Budgets will have sufficient funds available to pay the compensation for said services.
2. That the Executive Director be and is hereby authorized and directed to execute said Interlocal Agreement on behalf of the Authority.

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

CERTIFIED TO BE A TRUE COPY OF A RESOLUTION DULY  
ADOPTED BY THE SOUTH MONMOUTH REGIONAL  
SEWERAGE AUTHORITY AT ITS REGULAR OPEN PUBLIC  
MEETING ON 11-12-25.

  
\_\_\_\_\_  
JOSEPH C. MAY – SECRETARY