RESOLUTION #61-26

2026 Revenue Fund

BE IT RESOLVED, by the South Monmouth Regional Sewerage Authority that Revenue Fund Requisition #10-26 in the total amount of $576,516.67 is hereby approved for transfer as follows:

1. That $396,629.71 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 $179,886.96 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 10/14/2026.

RYAN KRAUSE – ASSISTANT SECRETARY

2026 REVENUE FUND REQUISITION

Requisition #10-26
Total of Requisition: $576,516.67
Date: October 14, 2026

CERTIFICATION

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

SOUTH MONMOUTH REGIONAL SEWERAGE AUTHORITY

BY: _____
THOMAS SHIELDS – CHAIRMAN

SOUTH MONMOUTH REGIONAL SEWERAGE AUTHORITY
Supplemental Information to Requsition # 10 - 26
13-Oct-26

Total amount of checks		**313,522.07**
Plus:		
State Health Benefit Programs - Medical	29,971.80	
State Health Benefit Programs - Rx	7,411.28	
State Health Benefit Programs - Retirees	43,481.80	
BC/BS - Dental Program	1,697.76	
VSP - Eye Care	545.00	
Re-imburse SMRSA for September, 2026 Gross Payroll	167,738.11	
Re-imburse SMRSA for September, 2026 Employer Portion Federal Payroll Taxes	12,148.85	
	0.00	
SUB - TOTAL		262,994.60
Adjustments:		
SUB - TOTAL		0.00
REQUESTED AMOUNT OF WIRE TRANSFER		**576,516.67**

WIRE INSTRUCTIONS:

A/P Checks	313,522.07	
SHBP	80,864.88	
Dental/ Vision	2,242.76	
Adjustments	0.00	
TO OPERATING ACCOUNT		**396,629.71**
Payroll & Related Taxes	179,886.96	
Adjustments	0.00	
TO PAYROLL ACCOUNT		**179,886.96**
REQUETSED AMOUNT OF WIRE TRANSFER		**576,516.67**

0.00

Range of Checking Accts: OPERATING to OPERATING Range of Check Ids: 25830 to 25900
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
25830	10/16/26	ADPINC50	ADP	1,107.55		326
25831	10/16/26	ADVANC60	ADVANCED GAS ENGINE SOLUTIONS	4,606.84		326
25832	10/16/26	ADVANTAG	Advantage Voice & Data	362.50		326
25833	10/16/26	ALLISO50	ALLISON PEST CONTROL	82.08		326
25834	10/16/26	ALLPO005	All Points Printing & Graphics	75.00		326
25835	10/16/26	ATLANT75	ATLANTIC LOCK & SAFE	635.00		326
25836	10/16/26	BAILE005	Bailey's Square Janitorial	1,000.00		326
25837	10/16/26	BIGLEY50	BIGLEY, BARNEY	114.98		326
25838	10/16/26	BILLSW50	BILL'S WORK & OUTDOOR WEAR	557.00		326
25839	10/16/26	BOROUG12	BOROUGH OF BELMAR	321.76		326
25840	10/16/26	BOROUG60	BOROUGH OF SEA GIRT	92.20		326
25841	10/16/26	BOROUG72	BOROUGH OF SPRING LAKE	402.60		326
25842	10/16/26	COAST50	COASTAL SOLUTIONS INC.	3,067.73		326
25843	10/16/26	COASTS50	COAST STAR	66.32		326
25844	10/16/26	COUNT055	County of Monmouth Public Work	146.50		326
25845	10/16/26	COUNTY5	COUNTY LINE HARDWARE	781.70		326
25846	10/16/26	DAFELD50	Dafeldecker Associates, LLC	352.00		326
25847	10/16/26	DOVER05	Dover Oil Company	2,891.03		326
25848	10/16/26	FERGUS55	FERGUSON ENTERPRISES	422.48		326
25849	10/16/26	FIRESE50	FIRE SECURITY TECHNOLOGIE	350.00		326
25850	10/16/26	FISHER66	FISHER SCIENTIFIC	1,475.91		326
25851	10/16/26	FORKE005	Forked River Diesel&Generator	1,760.00		326
25852	10/16/26	FREEHO33	FREEHOLD CARTAGE INC	12,019.80		326
25853	10/16/26	GANNETT	USA TODAY Media Corp.	61.40		326
25854	10/16/26	GARDE005	GARDEN STATE LABORATORIES, INC	2,080.00		326
25855	10/16/26	GEN-EL50	GEN-EL INDUSTRIES, LLC	920.80		326
25856	10/16/26	GOODF005	GOOD FRIEND ELECTRIC	319.62		326
25857	10/16/26	GREAT005	GreatAmerican Financial Svcs.	96.50		326
25858	10/16/26	IMPER005	Imperial Dade LLC	543.45		326
25859	10/16/26	JAEGER50	JAEGER LUMBER	278.94		326
25860	10/16/26	JCIJON50	JCI JONES CHEMICALS INC	14,667.10		326
25861	10/16/26	JEMIND50	JEM INDUSTRIAL SERVICES, INC	945.00		326
25862	10/16/26	JERSEY16	JERSEY CENTRAL POWER & LI	9,824.82		326
25863	10/16/26	JKWDI005	JKW Distribution LLC	2,860.00		326
25864	10/16/26	KRAUSE50	Ryan Krause	300.00		326
25865	10/16/26	MCMAST50	MCMASTER-CARR	4,758.83		326
25866	10/16/26	MEDI50	Medical Express	1,802.70		326
25867	10/16/26	MILLER50	MILLER, SUSAN	632.70		326
25868	10/16/26	MONMOU32	MONMOUTH COUNTY TREASURER	1,543.47		326
25869	10/16/26	MOOVE005	MOOVE NA Distribution LLC	1,452.52		326
25870	10/16/26	NACWA005	NACWA	1,100.00		326
25871	10/16/26	NJDIVM50	NJ MOTOR VEHICLES COMMISSION	139.50		326
25872	10/16/26	NJDIVM50	NJ MOTOR VEHICLES COMMISSION	162.50		326
25873	10/16/26	NJGRAV34	NJ GRAVEL & SAND CO INC	109.45		326
25874	10/16/26	NJNATL33	NJ NAT'L GAS	813.00		326
25875	10/16/26	ONECAL55	ONE CALL CONCEPTS	170.30		326
25876	10/16/26	OPTIM005	OPTIMUM	260.99		326
25877	10/16/26	PASSAI50	PASSAIC VALLEY SEWERAGE	3,552.64		326
25878	10/16/26	PILOTE50	PILOT ELECTRIC CO	39,755.88		326
25879	10/16/26	PREMIER5	Premier Magnesia, LLC	24,226.13		326
25880	10/16/26	PSS00005	PS&S, LLC	123.05		326

Check #	Check Date	Vendor		Amount Paid	Reconciled/Void Ref Num
25881	10/16/26	RALCO005	Ralco Builders	13,345.00	326
25882	10/16/26	RAPIDP50	RAPID PUMP & METER SERVIC	36,572.70	326
25883	10/16/26	RARIT005	RARITAN SUPPLY GROUP, INC	2,966.03	326
25884	10/16/26	SEABOA66	SEABOARD WELDING SUPPLY	381.83	326
25885	10/16/26	SEABRE50	SEA BREEZE FORD INC.	2,593.82	326
25886	10/16/26	SHOREB50	SHORE BUSINESS SOLUTIONS	245.59	326
25887	10/16/26	SMELE005	SM Electric Group, Inc.	50,998.50	326
25888	10/16/26	STEVEN50	STEVENSON SUPPLY CO INC	649.23	326
25889	10/16/26	STEWA005	Stewart & Stevenson Power Prod	6,241.72	326
25890	10/16/26	STONYB55	STONY BROOK REGIONAL	7,236.00	326
25891	10/16/26	TAYLOR50	TAYLOR HARDWARE STORE	49.95	326
25892	10/16/26	UNIFIR50	UNIFIRST CORPORATION	117.75	326
25893	10/16/26	UNISON50	UNISON SOLUTIONS	41,748.20	326
25894	10/16/26	USBAN005	US Bank Corporate Payment Syst	659.45	326
25895	10/16/26	VANWIC50	VAN WICKLE AUTO SUPPLY	410.77	326
25896	10/16/26	VERIWIRE	Verizon Wireless	255.71	326
25897	10/16/26	VERIZO25	VERIZON	395.54	326
25898	10/16/26	WASTEM50	WASTE MANAGEMENT OF NJ	490.73	326
25899	10/16/26	WBMASON	W.B. MASON	105.67	326
25900	10/16/26	WRIGHT50	WEX Bank - WrightExpress	1,865.61	326

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	71	0	313,522.07	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	71	0	313,522.07	0.00

RESOLUTION #62-26

A Resolution to Request a Change in Amount
of Appropriation Pursuant to N.J.A.C. 5:31-2.8

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

NOW, THEREFORE, BE IT RESOLVED that in accordance with the provisions of N.J.A.C. 5:31-2.8, the South Monmouth Regional Sewerage Authority hereby requests the Director of the Division of Local Government Services to make the following corrections in the budget of the year 2026.

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

1. Increase in budgeted costs with corresponding increases in budgeted revenues

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 10/14/2026.

Ryan Krause

RYAN KRAUSE – ASSISTANT 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 C. May		X				
Michael Meixsell						X
Paul Nolan			X			
Thomas Shields			X			

Attachment A
RESOLUTION #62-26
SOUTH MONMOUTH REGIONAL SEWERAGE AUTHORITY
RESOLUTION AMENDING THE
2026 INCOME and APPROPRIATION BUDGETS

	Adopted Budget 2026	Adjusted by	Amend Budget 2026
ADMINISTRATION			
Salary & Wages	526,631	14,263	540,894
Fringe Benefits	433,581	-67,929	365,652
Other Expenses	609,228	-50,229	558,999
COST OF PROVIDING SERVICE			
Salary & Wages	1,632,138	-134,993	1,497,145
Fringe Benefits	1,244,236	-220,482	1,023,754
Other Expenses	3,096,775	1,307,370	4,404,145
2024 OPERATING BUDGET	7,542,589	848,000	8,390,589
TOTAL EXPENSE			
2024 Operating Budget	7,542,589	848,000	8,390,589
Debt - Series A 2011 Bond	752,300	0	752,300
Debt - Belmar 2017A-2	127,931	0	127,931
Debt- Brielle/GG 2024	52,514	0	52,514
Debt-ERB	0	32,000	32,000
Other - Declining Debt	828,483	0	828,483
TOTAL EXPENSE	**9,303,817**	**880,000**	**10,183,817**
ANTICIPATED REVENUES			
User Charges	9,286,817	0	9,286,817
Interest Income	0	600,000	600,000
Surcharge Fees	17,000	0	17,000
Connection Fees	0	150,000	150,000
Wastewater Surveilance	0	30,000	30,000
Misc Income	0	100,000	100,000
TOTAL ANTICIPATED REVENUE	**9,303,817**	**880,000**	**10,183,817**
NET SURPLUS/ DEFICIT	**0**	**0**	**0**

RESOLUTION #63-26

2027 South Monmouth Regional Sewerage Authority Budget
Fiscal Year: From January 1, 2027 to December 31, 2027

WHEREAS, the Annual Budget and Capital Budget for the South Monmouth Regional Sewerage Authority for the fiscal year beginning January 1, 2027, and ending December 31, 2027, has been presented before the governing body of the South Monmouth Regional Sewerage Authority at its regularly scheduled open public meeting of October 14, 2026; and

WHEREAS, the Annual Budget as introduced reflects Total Revenues of $9,559,204.00 Total Appropriations, including and Accumulated Deficit if any of $9,559,204.00 and Total Unrestricted Net Position of $ -0-; and

WHEREAS, the Capital Budget as introduced reflects Total Capital Appropriations of $8,482,000.00 and Total Unrestricted Net Position planned to be utilized as funding thereof of $0; and

WHEREAS, the schedule of rents, fees and other charges in effect will produce sufficient revenues, together with all other anticipated revenues to satisfy all obligations to the holders of funds of the Authority, to meet operating expenses, capital outlays, debt service requirements, and to provide for such reserves all as may be required by law, regulation or terms of contracts and agreements, and

WHEREAS, the Capital Budget/Program, pursuant to N.J.A.C. 5:31-2, does not confer any authorization to raise or expend funds; rather it is a document to be used as part of the said Authority's planning and management objectives. Specific authorization to expend funds for the purposes described in this section of the budget must be granted elsewhere; by bond resolution, by a project financing agreement, by resolution appropriating funds from the Renewal and Replacement Reserve or other means provided by law.

NOW, THEREFORE BE IT RESOLVED, by the governing body of the South Monmouth Regional Sewerage Authority, at a regularly scheduled open public meeting held on October 14, 2026, that the Annual Budget, including all related schedules, and the Capital Budget/Program of the South Monmouth Regional Sewerage Authority for the fiscal year beginning January 1, 2027 and ending December 31, 2027, is hereby approved; and

BE IT FURTHER RESOLVED, that the anticipated revenues as reflected in the Annual Budget are of sufficient amount to meet all proposed expenditures/expenses and all covenants, terms, and provisions as stipulated in the said Authority's outstanding debt obligations, capital lease arrangement, service contracts, and other pledged agreements; and

LASTLY BE IT RESOLVED, that the governing body of the South Monmouth Regional Sewerage Authority will consider the Annual Budget and Capital Budget/Program for adoption on December 9, 2026.

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 10/14/2026.

RYAN KRAUSE – ASSISTANT 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 C. May			X			
Michael Meixsell						X
Paul Nolan			X			
Thomas Shields			X			

Attachment A
RESOLUTION #63-26
SOUTH MONMOUTH REGIONAL SEWERAGE AUTHORITY
RESOLUTION PROPOSING THE
2027 Appropriations Budget

	Proposed Budget 2027
ADMINISTRATION	
Salary & Wages	565,139
Fringe Benefits	430,808
Other Expenses	602,528
COST OF PROVIDING SERVICE	
Salary & Wages	1,662,147
Fringe Benefits	1,230,251
Other Expenses	3,275,102
2027 OPERATING BUDGET	7,765,975
TOTAL EXPENSE	
2026 Operating Budget	7,765,975
Debt - Series A 2011 Bond	753,300
Debt - Belmar 2017A-2	126,181
Debt - Brielle/GG 2024	52,515
Debt-ERB	75,000
Other - Declining Debt	786,233
TOTAL EXPENSE	**9,559,204**
ANTICIPATED REVENUES	
User Charges	9,542,204
Interest Income	0
Surcharge Fees	17,000
Connection Fees	0
Rate Stablization Fund	0
Wastewater Surveilance	0
Misc Income	0
TOTAL ANTICIPATED REVENUE	**9,559,204**
NET SURPLUS/ DEFICIT	**0**

RESOLUTION #64-26

A Resolution to Adopt the 2027 Municipal Sewer Use Schedule of Charges

WHEREAS, the South Monmouth Regional Sewerage Authority has established the 2027 Sewer Use Charges in accordance with the Member Municipalities Sewer Service Area Agreements; and

WHEREAS, the South Monmouth Regional Sewerage Authority seeks to establish and present the 2027 Municipal Sewer Use charges in a clearly defined and structured format.

NOW, THEREFORE, BE IT RESOLVED that the South Monmouth Regional Sewerage Authority hereby adopts the 2027 Municipal Sewer Use Schedule of Charges attached hereto as Attachment A, and incorporated herein by reference, for the 2027 Fiscal Year.

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 10/14/2026.

Ryan Krause

RYAN KRAUSE – ASSISTANT SECRETARY

SOUTH MONMOUTH REGIONAL SEWERAGE AUTHORITY
2027 Municipal Sewer Use Schedule of Charges
R# 64-26 ATTACHMENT A

Municipality	**2025/26 Final Flows (in MG's)**	**Municipal Ratio**		**2027 Final Charges (in dollars)**
Belmar	338.214	18.00%	$	1,717,263.58
Manasquan	263.530	14.02%	$	1,338,057.96
Sea Girt	65.376	3.48%	$	331,942.77
Spring Lake	202.903	10.80%	$	1,030,227.96
Spring Lake Heights	126.243	6.72%	$	640,991.35
Lake Como	114.759	6.11%	$	582,682.02
Brielle	136.656	7.27%	$	693,862.74
Wall	631.652	33.61%	$	3,207,175.61
TOTALS	1,879.333	100.00%	$	9,542,204.00

Calculation:

Sewer Use Charge Amount Required	**$**	**9,542,204.00**
Sewer Use Charge -2027	$	9,542,204.00
Sewer Use Charge - 2026	$	9,286,817.00
Increase/ decrease - amount	$	255,387.00
Increase/ decrease - percentage		2.75%

Totals above EXCLUDE 2% reserve

RESOLUTION # 65-26

A Resolution Rejecting All Bids and Authorizing the Re-Bid of the Furnishing and Delivery of Clarifier/Grit Collector Parts

WHEREAS, the South Monmouth Regional Sewerage Authority has advertised under a Fair and Open process for bids for the Furnishing and Delivery of Clarifier/Grit Collector Parts; and

WHEREAS, the Authority scheduled the Public Bid Opening for October 13th, 2026; and

WHEREAS, Under New Jersey public bidding laws (such as N.J.S.A. 40A:11-23 and N.J.S.A. 18A:18A-21), public bids cannot be accepted or opened on a Monday or on the day directly following a State or Federal holiday; and

NOW THEREFORE BE IT RESOLVED by the South Monmouth Regional Sewerage Authority that it rejects all bids for the Furnishing and Delivery of Clarifier/Grit Collector Parts.

BE IT FURTHER RESOLVED by the South Monmouth Regional Sewerage Authority that;

1. The Executive Director is hereby authorized and directed to advise in writing all bidders of the Authority's decision to reject all bids; and
2. The Executive Director is hereby authorized and directed to publish a public notice of its decision to reject all bids; and
3. The Executive Director, in accordance with and compliance with its Invitation to Bid is hereby authorized and directed to return all bidders bid guarantee(s).
4. The Executive Director is authorized to re-advertise the contract for public bid.

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 10/14/26

Ryan Krause

RYAN KRAUSE – ASSISTANT SECRETARY

RESOLUTION #66-26

A Resolution to Award South Monmouth Regional Sewerage Authority Contract to Furnish HVAC Repair and Purchase/Install of New HVAC Equipment for the Year 2027 to GDS Mechanical, Inc.

WHEREAS, the South Monmouth Regional Sewerage Authority advertised for bids on September 3, 2026 on the Authority's Website pursuant to the Local Public Contracts Law 40A:11-1 et seq., and Pay to Play Laws, N.J.S.A. 19:44A-20.4, as a Fair and Open Process to Furnish HVAC Repair and Purchase/Install of New HVAC Equipment for the year 2027; and

WHEREAS, two bids were received and read aloud on Tuesday, October 6, 2026, and further examined by the Authority's Attorney and Staff; and

WHEREAS, Unitemp Mechanical Degrees, LLC submitted a letter (copy attached as Attachment A) challenging the responsiveness of the apparent low bid package submitted by GDS Mechanical, Inc. since the submitted Stockholder Disclosure Certificate did not contain a corporate seal and was not notarized; and

WHEREAS, the Authority's attorney has reviewed the low bid package submitted by GDS Mechanical, Inc. and has advised the Authority that the lack of corporate seal and notary are non-fatal, curable defects and therefore has determined that the low bid package submission by GDS Mechanical, Inc. is in fact the lowest responsive and responsible bid submission in accordance with their bid with an estimated contract amount of $241,122.50 as provided for in the contract documents.

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

1. The contract to Furnish HVAC Repair and Purchase/Install of New HVAC Equipment for the year 2027 shall be awarded to GDS Mechanical, Inc., 39 East Hanover Avenue, Suite C-2, Morris Plains, N.J. 07950 in accordance with their schedule of prices and an estimated contract amount of $241,122.50 as provided for in the contract documents.

2. The Financial Officer of the Authority certifies there are sufficient funds available to pay the compensation for said services.

3. That the Executive Director be and is hereby authorized and directed to execute said contract on behalf of the Authority.

4. That the Executive Director be and is hereby authorized and directed to take all necessary and required actions to comply with the Public Notification of a contract award in compliance with the Local Public Contracts and Pay to Play rules and regulations.

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 10/14/2026.

Ryan Krause

RYAN KRAUSE – ASSISTANT SECRETARY

UNITEMP

October 6, 2026

South Monmouth Regional Sewerage Authority
1235 Eighteenth Avenue
Belmar, NJ 07719

Attn: Mr. Michael Specht, Authority Engineer

Re: Bid for the Furnish HVAC Repair and Purchase/Install of New HVAC Equipment

Dear Mr. Specht;

Thank you for the opportunity to provide our bid for the Furnish HVAC Repair and Purchase/Install of New HVAC Equipment on October 6th, 2026.

After the review of the documentation for the apparent low bidder, **GDS Mechanical**, **Unitemp Mechanical Degrees, LLC** would like to challenge their bid due to the flaw in their bid submission as provided on the checklist within the provided bid documents.

GDS Mechanical did not notarize and seal the Stockholder Disclosure Certification. This omission should cause their bid to be non-responsive and rejected.

As per the bid proposal checklist, this document must be submitted by the bidder.

Unitemp Mechanical Degrees, LLC provided all of the required documentation that required for this bid submission.

Unitemp Mechanical Degrees, LLC provided all the required documentation as requested by the **South Monmouth Regional Sewerage Authority** and is the lowest responsive, responsible bidder.

Master HVACR Contractor License
#19HC00420100
26 Worlds Fair Drive – Unit D,
Somerset, NJ 08873 Phone:
(908)753-4800 Fax: (908) 753-7287

Unitemp Mechanical Degrees, LLC appreciates your consideration and looks forward to a positive response from the Authority.

Respectfully,

Eric Schwartz

Eric Schwartz
Sales Engineer

Unitemp Mechanical Degrees, LLC

908-753-4800 x 1400 (Office)
908-753-7287 (Fax)
908-812-2819 (Cell)

RESOLUTION #67-26

A Resolution Authorizing the Execution of a Final Quantities Contract Close Out Change Order for the Pipe Galley Pipe Coatings and Electrical Upgrades Project with Rapid Pump & Meter Service Co., Inc.

WHEREAS, The South Monmouth Regional Sewerage Authority and Rapid Pump & Meter Service Co., Inc. have previously entered a Contract dated May 19, 2025, in the amount of $1,989,510.00 to upgrade the electrical components in the existing Pipe Galley at the Settling Tanks; and

WHEREAS, said contract had a decrease cost change order awarded by Resolution #21-26 on February 11, 2026, in the amount of $262,813.23, decreasing the total contract amount to $1,726,696.77; and

WHEREAS, during construction of the project there were subsequent reductions in the scope which resulted in reduced efforts by Rapid Pump & Meter Service Co., Inc. in meeting their obligation under the Contract and decreased costs to the Authority; and

WHEREAS, after review and negotiation between the Contractor, the Authority and its Project Engineer (PS&S, Wall, NJ), the parties have mutually agreed to changes in the amended contract that are described in the Final Quantities Contract Close Out Change Order; a copy of which has been attached (Attachment A) hereto and made a part hereof wherein the Total Contract Amount is adjusted from $1,989,510.00 to $1,614,821.77; and

WHEREAS, the Authority Engineer has certified that the Contractor has provided and the Authority is in receipt of all requisite closeout documentation (including but not limited to red line as builts, all required certifications and maintenance guaranties, etc.); and

NOW THEREFORE BE IT RESOLVED by the South Monmouth Regional Sewerage Authority that the Final Quantities Contract Close Out Change Order is hereby approved for execution and payment as agreed to by the parties and that the Executive Director is herein authorized and directed to execute same.

NOW THEREFORE BE IT FURTHER RESOLVED by the South Monmouth Regional Sewerage Authority that the Authority by issuing Final Payment, has/will accepted ownership, operations and maintenance of all facilities which were constructed as part of the project.

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 OF 10-14-2026

Ryan Krause

RYAN KRAUSE – ASSISTANT SECRETARY

CCS-002

Revision 10/99

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

1. ISSUING OFFICE	2. PROJECT NO.	3. CONTRACT NO.	4. MODIFICATION NO.
SMRSA	N/A	N/A	PCO-2 –Final Quantities

5. TO (CONTRACTOR)	6. PROJECT LOCATION AND DESCRIPTION
Rapid Pump & Meter Service Co., Inc. P.O. Box AY 285 Straight St. Paterson, NJ 07509	SMRSA Wastewater Treatment Plant – Pipe Galley 1235 18th Ave. Belmar, NJ 07719

7. A proposal is required for making the hereinafter described change in accordance with specification and drawing revisions cited herein or listed in attachment hereto. Submit your proposal in space indicated on page 2, attach detailed breakdown of prime and sub-contract costs (See the clause of this contract entitled, "Changes". DO NOT start work under this proposed change until you receive a copy signed by the Contracting Officer or a directive to proceed).

10/4/26
Date

Steve Kulcsar, Director of Engineering
Type Name and Title

Signature

8. DESCRIPTION OF CHANGE: *Pursuant to the clause of this contract covering changes, the contractor shall furnish all labor and material, and all work necessary to accomplish the following described work:*

Final Quantities Change Order – Adjustments based on As-Built Final Quantities.
Credit for Site Restoration

As a result of the above, the contract price is revised as follows:

ITEM NO.	ITEM DESCRIPTION	UNIT PRICE	AS-BUILT QUANTITY	TOTAL COST
4	36" Pipe Saddle Support Replacement (Extra)	EA	1	$4,470.00
6	16" Pipe Hanger Support Replacement (Extra)	EA	1	$1,455.00
7	8" Pipe Angle Bracket Support Replacement (Extra)	EA	7	$9,905.00
8	3" Pipe Hanger Support Replacement (Credit)	EA	4	-$4,380.00
9	36" DI Pipe Flange Hardware Replacement (Partial Credit)	EA	128	-$24,375.00
10	24" DI Pipe Flange Hardware Replacement (Credit)	EA	40	-$7,800.00
11	Unforeseen Conditions (Partial Credit)	LS	N/A	-$90,150.00
11	Credit for Site Restoration (Credit)	LS	N/A	-$1,000.00

TOTAL COST OF THIS MODIFICATION -$111,875.00

The contract time is hereby: *increase* ☐ *decrease* ☐ or *remains the same* ☒ by ____ calendar days as a result of this modification.

The foregoing modification is hereby accepted:

Rapid Pump & Meter Service Co.	South Monmouth Regional SA	Richard Crane, P.E., BCEE
CONTRACTOR	OWNER	(NJPE SEAL) ENGINEER
BY:	BY: Ryan Krauss	BY: Richard P. Crane No. 40426
DATE: 10/4/26	DATE: 10/4/26	DATE: 10/07/2026

STATE OF NEW JERSEY · RICHARD P. CRANE · LICENSED PROFESSIONAL ENGINEER

APPROVAL: N/A — N/A

STATE OF NEW JERSEY — DATE

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

9. ISSUING OFFICE	10. PROJECT NO.	11. CONTRACT NO.	12. MODIFICATION NO.
SMRSA	N/A	N/A	PCO-2 –Final Quantities

13. CONTRACTOR'S PROPOSAL – CHANGE IN CONTRACT PRICE
(Detailed breakdown, attach additional sheets as necessary)

(Proposed)

Final Quantities Change Order – Adjustments based on As-Built Final Quantities.
Credit for Site Restoration

NET INCREASE	NET DECREASE	CALENDER DAYS INCREASE
$ _____	$ 111,875.00	0 DAYS

DATE:	TYPE NAME AND TITLE:	SIGNATURE
10/4/26	STEVE KULCSAR, DIRECTOR	

CONTRACT MODIFICATION PROPOSAL AND ACCEPTANCE

14. ISSUING OFFICE & PROJECT NO.	15. CONTRACT NO.	16. MODIFICATION NO.
SMRSA N/A	N/A	PCO-2 –Final Quantities

17. ORIGINAL CONTRACT BID PRICE ..... $ $1,989,510.00
TOTAL OF PREVIOUS CHANGE ORDERS ..... $ -$262,813.23
TOTAL CONTRACT COST INCLUDING CHANGE ORDERS ... $ 1,614,821.77 (Including -$111,875.00 CO)

18. NECESSITY FOR CHANGE AND REASON FOR OMISSION FROM PLANS AND SPECIFICATIONS:

N/A

19. OTHER IMPACTS RESULTANT OF THIS CHANGE:

N/A

20. RESUME OF NEGOTIATIONS OR RECOMMENDATIONS (Owner's Representative) :

N/A

DATE:	TYPE NAME AND TITLE OF OWNER'S REPRESENTATIVE:	SIGNATURE:
10/4/26	Ryan Krause, Exec. Dir.	Ryan Krause

RESOLUTION #68-26

A Resolution to Authorize Solicitation of Bids for the Access Road Improvements Project

WHEREAS, in accordance with the South Monmouth Regional Sewerage Authority's (SMRSA) Asset Management goals and objectives, the SMRSA has identified the need for improving the conditions of the SMRSA Access Road and Employee Parking Lot, and

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

WHEREAS, it has been determined that through the normal course of system operations the need has arisen to recoat piping and pipe supports; and

WHEREAS, it is anticipated that the value of said award will be approximately $450,000.00, thereby exceeding the New Jersey Pay to Play threshold of $17,500 as well as the current public bidding threshold of $53,000.00 for contracting units that employ a Qualified Purchasing Agent.

NOW, THEREFORE, BE IT RESOLVED by the South Monmouth Regional Sewerage Authority that the Executive Director be and is hereby authorized and directed to advertise the Notice to Bidders in accordance with P.L. 2025, c.072, including posting the solicitation on the Authority's official website and publishing in the Authority's official newspaper(s) when required, for the receipt of public bids, for the Access Road Improvements Project.

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 10/14/2026

Ryan Krause

RYAN KRAUSE – ASSISTANT SECRETARY

RESOLUTION #69-26

A Resolution Authorizing the Purchase of Franklin Miller Grinders and Assemblies Utilizing the North Jersey Wastewater Cooperative Pricing System

WHEREAS, the South Monmouth Regional Sewerage Authority unanimously approved Resolution #33-19 authorizing it to become a member of the North Jersey Wastewater Cooperative System ("NJWCPS") effective April 12, 2019; and

WHEREAS, membership in "NJWCPS" affects substantial economies in the purchase of goods, supplies and services thereby benefiting the Authority's ratepayers.

WHEREAS, the "NJWCPS" has entered into Contract Number B445-19 with Pumping Services, Inc. dated August 20, 2025 to furnish and deliver various manufacturer's equipment and spare parts through July 31, 2027; and

WHEREAS, the Authority has the need to purchase the Grinders and Assemblies for use in the normal course of operations; and

WHEREAS, Contract Number B445-19 includes the Franklin Miller Motor & Drives, Grinders and 3HP Motor and Drive Assemblies for use in the normal course of operations; and

WHEREAS, the Financial Officer of the Authority has certified that there are sufficient funds available to pay the compensation for said equipment.

NOW, THEREFORE, BE IT RESOLVED by the South Monmouth Regional Sewerage Authority that the Executive Director be and is hereby authorized and directed to purchase the aforementioned Franklin Miller Grinders & Assemblies (Attachment A) at a total cost of $191,797.53 utilizing the North Jersey Wastewater Cooperative System ("NJWCPS").

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 10/14/2026.

Ryan Krause

RYAN KRAUSE –ASSISTANT SECRETARY

PSI PROCESS
Employee Owned

Pumping Services, Inc.
201 Lincoln Boulevard
Middlesex, NJ 08846
(732) 469-4540
www.psiprocess.com
Electrical Contractor Bus. Permit #34EB01825300

Quotation

Quote #	042883
Quote Date	**09/25/26**
Date Printed	09/29/26
Page	1 of 1

BILL TO
000828
South Monmouth Reg SA
1235 18th Avenue
Belmar, NJ 07719

SHIP TO
South Monmouth Reg SA
1235 18th Avenue
Belmar, NJ 07719

CONTACT	PAYMENT TERMS	JOB #	INSTRUCTIONS
Lisa Kaminsky	Net 30 Days Pending Approval		
WRITTEN BY	FREIGHT TERMS	SHIP VIA	
John Baird	FREIGHT INCLUDED	OUR TRUCK - PICK-UP REQUIRED	

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
DM-T15 DIMMINUTOR OPEN CHANNEL COMMINUTOR Including: Heavy-Duty Body Housing- ductile iron Centilevered Drive Design Mechanical Seal-Severe Duty, mounted above cutters Stationary and Rotary Cutters-Hardened SS individually removed Sizing Screen-SS	2	40581.8000	EA	81,163.60
DRV-03HPSUB-230/460V-60HZ FRANKLIN MILLER MOTOR & DRIVE 3HP, 230/460V W/REDUCER ASSEM One motor in 230V & one motor in 460V. This equipment is priced in accordance with PVSC CO-OP contract #B445-19. EXP - July 31,2027	2	23594.3100	EA	47,188.62

All tariffs, duties, taxes, or related governmental charges imposed to this quote shall be the responsibility of the Buyer. The seller reserves the right to adjust pricing accordingly and bill these additional charges as a separate line item. The Buyer acknowledges and agrees to pay such adjustments as part of the total order cost.

Prices are valid for 15 days beyond the original quote date. Pumping Services, Inc. CANNOT store equipment more than one month after transmittal of our first quote. If this quote involves equipment in our shop for repair, we will contact you twice via phone and/or email and finally once by receipt requested email. Two weeks after receipt of our final email or its undeliverable return, Pumping Services, Inc. will dispose of the equipment.

SUB-TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	QUOTE TOTAL
128,352.22	**0.00**	**0.00**	**0.00**	**0.00**	**128,352.22**

Acceptance of Proposal:

The preceding prices, specifications and conditions including those on the reverse side (rev. 2004.03.09) of this page are satisfactory and hereby accepted. You are authorized to proceed.

Signature Accepted By

Print Name

Purchase Order Number

Date: __ __ /__ __ /__ __

Pumping Services, Inc.
201 Lincoln Boulevard
Middlesex, NJ 08846
(732) 469-4540
www.psiprocess.com
Electrical Contractor Bus. Permit #34EB01825300

PSI PROCESS
Employee Owned

Quotation

Quote #	042897
Quote Date	**09/29/26**
Date Printed	09/29/26
Page	1 of 1

BILL TO
000828
South Monmouth Reg SA
1235 18th Avenue
Belmar, NJ 07719

SHIP TO
South Monmouth Reg SA
1235 18th Avenue
Belmar, NJ 07719

CONTACT	PAYMENT TERMS	JOB #	INSTRUCTIONS
Lisa Kaminsky	Net 30 Days Pending Approval		
WRITTEN BY	FREIGHT TERMS	SHIP VIA	
John Baird	FREIGHT INCLUDED	OUR TRUCK - PICK-UP REQUIRED	

PRODUCT/DESCRIPTION	QUANTITY	PRICE	U/M	EXTENSION
TM14024 FRANKLIN MILLER GRINDER TASKMASTER	1	39851.0000	EA	39,851.00
DRV-03HPSUB-230/460V-60HZ FRANKLIN MILLER MOTOR & DRIVE 3HP, 230/460V W/REDUCER ASSEM	1	23594.3100	EA	23,594.31

Please confirm required voltage at time of order.

This equipment is priced in accordance with PVSC Co-Op contract #B445-19. EXP - July 31, 2027

All tariffs, duties, taxes, or related governmental charges imposed to this quote shall be the responsibility of the Buyer. The seller reserves the right to adjust pricing accordingly and bill these additional charges as a separate line item. The Buyer acknowledges and agrees to pay such adjustments as part of the total order cost.

Prices are valid for 15 days beyond the original quote date. Pumping Services, Inc. CANNOT store equipment more than one month after transmittal of our first quote. If this quote involves equipment in our shop for repair, we will contact you twice via phone and/or email and finally once by receipt requested email. Two weeks after receipt of our final email or its undeliverable return, Pumping Services, Inc. will dispose of the equipment.

SUB-TOTAL	HANDLING	MISC CHARGE	TAX	FREIGHT	QUOTE TOTAL
63,445.31	**0.00**	**0.00**	**0.00**	**0.00**	**63,445.31**

Acceptance of Proposal:
The preceding prices, specifications and conditions including those on the reverse side (rev. 2004.03.09) of this page are satisfactory and hereby accepted. You are authorized to proceed.

Signature Accepted By

Print Name

Purchase Order Number

Date: __ __ /__ __ /__ __

Terms and Conditions - Rev. 2004.03.09

All orders shall be made out to Pumping Services, Inc. ("PSI") and shall be subject to acceptance by PSI Hereafter, PSI is sometimes referred to interchangeably as the Seller and We. The purchaser of goods and services from PSI shall be referred to as the Buyer and You.

1. All transactions between Buyer and Seller shall be governed solely by the terms and conditions set forth herein, which supersede any conflicting terms and conditions of Buyer's purchase order, notwithstanding any statement in Buyer's purchase order to the contrary. Exceptions to any of Seller's terms and conditions must be contained in a typed statement received from the Buyer. Seller shall not be deemed to have waived any of its terms and conditions or to have assented to any modification or alteration of such terms and conditions unless such waiver or assent is in writing and signed by an authorized officer of Seller. No representation of any kind has been made by Seller except as set forth herein. This agreement supersedes all prior writings and negotiations with respect thereto, and Seller is obligated to furnish only the quantities and items specifically listed on its proposal. Seller assumes no responsibility for furnishing other equipment or material shown on any plans and/or in specifications for a project.

2. Seller shall not be responsible for any delays in shipping.

3. Any claim that equipment, materials or services are unacceptable or nonconforming shall be made in writing to the Seller, within ten (10) days of the delivery of the goods or the rendering of the services, and if not so made same shall be deemed waived, and such waiver shall be deemed to bind Buyer to pay Seller the full price for such equipment, materials or services. Any statement of account sent by Seller to Buyer shall be considered correct, accepted and binding upon Buyer, except for specific objections which the Buyer makes in writing to Seller within fifteen (15) days of the date of the statement. Failure to make such timely objection in writing shall be deemed an admission by Buyer that the amount set forth on the statement is due and owing to Seller and that, as of the date of the statement, there are no set-offs, credits or counterclaims which would affect the amount of such debt.

4. Any errors in pricing or calculation are subject to correction.

5. Unless otherwise noted, prices are F.O.B. shipping point. A claim for loss or damage in transit must be entered with the carrier and prosecuted by Buyer.

6. In order to secure the obligations of Buyer to Seller, Buyer hereby grants to Seller, pursuant to Article 9 of the Uniform Commercial Code, a lien upon all equipment and materials sold by Seller to Buyer. In the event Buyer shall default in any obligation owed to Seller, Seller shall have all rights of a secured party upon default as provided for in Article 9 of the Uniform Commercial Code. Buyer agrees to execute any documents deemed necessary to Seller to perfect the security interest granted herein.

7. The amount of any applicable present or future tax or other government charge upon the production, sale, shipment or use of equipment or materials ordered or sold, serviced or rented will be added for billing unless Buyer provides Seller with an appropriate exemption certificate.

8. Orders may be canceled only with the written consent of Seller and upon payment of a cancellation charge as determined by Seller. Equipment and materials may be returned only when specifically authorized and Buyer shall be charged for placing returned goods in salable condition, any sales expenses then incurred by Seller, plus a restocking charge to be determined by Seller, and any outgoing and incoming transportation costs which Seller pays.

9. SELLER DOES NOT MAKE ANY WARRANTY AS TO MERCHANTABILITY OR AS TO FITNESS OF THE EQUIPMENT OR MATERIALS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, except that title to any goods sold by Seller is not the subject of any lien, claim or encumbrance.

10. All sales shall be governed by the laws of the State of New Jersey and shall be deemed to have occurred in the State of New Jersey. The Courts of the State of New Jersey shall have exclusive jurisdiction over any cause of action arising from or connected with the sale of equipment or materials or the rendering of services by Seller to Buyer hereunder.

11. Buyer hereby agrees to pay all invoices when due. Any invoice not so paid will accrue interest at the rate of one and one-half percent (1.5%) per month calculated from the date of each invoice. If Buyer fails to pay to Seller any amount when due, then all outstanding amounts shall, without demand, become immediately due and payable by Buyer to Seller. If, after default, the matter is referred by Seller to an attorney for collection, then, without demand, there shall be added to the amount due, attorneys' fees equal to twenty percent (20%) of the balance due, plus all costs of suit, including deposition costs, repossession/retaking fees, transcript costs, the cost of experts' reports, and expert witness fees.

12. Seller may, in its sole discretion, decline to deliver or provide equipment, materials or services except for cash, or stop equipment or materials in transit, whenever Seller has any reasonable doubt as to Buyer's ability to pay for such equipment, materials or services. Pro-rata payments shall become due with partial shipments. Where Buyer is responsible for any delay in shipment, the date of the completion of the equipment or materials shall be the date of shipment for purposes of payment. Completed equipment and materials shall be held at Buyer's cost and risk, and Buyer shall be responsible for all storage and insurance costs.

13. Seller shall not be liable to Buyer or to any other person for any loss, damage or expense of any kind or for direct or consequential damages relative to, arising from or caused directly or indirectly by any equipment, materials or services or any supplies or accessories or the use thereof, or any deficiency, defect or inadequacy thereof, or any delay in delivery or installation thereof, it being agreed that the extent of Seller's liability, express or implied, shall be limited to adjustment, repair or parts replacement as provided herein.

14. Equipment or parts manufactured by others but furnished, assembled, packaged or installed by Seller shall be repaired or replaced only to the extent of the original manufacturer's warranty. Seller's warranty on repairs/service is 90 days from the date of service. Seller, upon receipt of a customer request for service or repairs under its warranty, shall, during normal working hours, make the necessary adjustment, repairs and parts replacements without charge to Buyer. Any service, repairs or parts or replacement of any equipment necessitated by loss or damage resulting from causes other than normal wear and tear to the equipment are not covered by this warranty, and shall be invoiced to Buyer at Seller's then prevailing rates. No warranty shall apply to equipment which has been altered or repaired by anyone except Seller's authorized employees, and Seller shall not be liable in any event for alterations or repairs made by others, except those made with its written consent. Explicitly excluded from this warranty are pump wear parts and hoses installed in bypass pumping.

15. All services performed by Seller shall be charged on a time and materials basis unless a different charge is agreed to in writing in advance of such service. All field service involving sewage pumps and/or confined spaces require two (2) servicemen. Charges for services performed shall commence when Seller begins preparations at its shop and end upon the last serviceman's return. Travel time is billed at the same rate. Boom equipped service trucks, confined space entry, work at landfills or hazardous waste sites, mechanics and helpers, and all rental equipment and material utilized will be billed at Seller's then prevailing rates. All unscheduled service requested by Buyer without at least one business day's notice shall be charged at one and one half (11/2) times the Seller's then prevailing rates. There shall be a minimum charge for emergency service, which charge is subject to change without notice. Charges for emergency service commence when the servicemen leave home and end upon their return, if applicable

IN ADDITION TO THOSE TERMS AND CONDITIONS LISTED ABOVE, THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS SHALL APPLY TO RENTAL TRANSACTIONS AND A RENTAL AGREEMENT IS UNDERSTOOD TO EXIST UNDER THE TERMS AND CONDITIONS LISTED BELOW IF EQUIPMENT IS RENTED BY BUYER REGARDLESS OF WHETHER BUYER SIGNS A SPECIFIC RENTAL CONTRACT (PSI IS HEREAFTER REFERRED TO AS "LESSOR" AND BUYER AS "LESSEE"):

16. LESSEE shall not encumber the rental contract or the equipment or permit the equipment to be removed to a location other than the address shown on the contract or credit application, or permit any others to use the equipment without LESSOR'S prior written consent.

17. LESSEE agrees to properly care for the equipment and to use it within its rated capacity, to restrict its use to LESSEE's qualified personnel who have been previously instructed in proper equipment operation, to prohibit anyone other than LESSOR's authorized personnel to repair or adjust the equipment, and to notify LESSOR immediately of accidents, disabilities, failures or similar information concerning the equipment. LESSEE further agrees to pay for all damages to the equipment resulting from improper use or abuse of the equipment upon receipt of invoices therefor from LESSOR for LESSOR's cost and expense of such repair. LESSEE shall be responsible for all ordinary maintenance of the equipment, including supplying fuel, oil, grease and water and daily checking of the general condition, including oil level, cooling system and batteries, recharging batteries, etc. LESSOR will service the equipment so as to maintain it in working condition, and LESSEE agrees to make the equipment available for such servicing by LESSOR at reasonable times during business hours. LESSEE agrees to pay the difference between the straight use and overtime use for mechanic's time in performing such servicing.

18. LESSEE agrees that LESSOR shall not be liable to LESSEE or the rental contract impugned based on LESSOR'S failure to repair the equipment if disabled or furnish substitute equipment for any reason whatsoever. LESSOR shall, in no event, be liable for special or consequential damages of any nature whatsoever or however caused.

19. The equipment is leased F.O.B. LESSOR's warehouse, and LESSEE agrees not to remove the equipment to a location other than that shown on the contract or credit application without the prior written consent of LESSOR.

20. LESSEE agrees at the termination of the contract to return, at LESSEE's expense, the equipment to LESSOR's warehouse in the same condition as when received by LESSEE, reasonable wear and tear excepted.

21. To the fullest extent permitted by law, LESSEE shall indemnify and hold harmless LESSOR and all of its agents, servants and employees from and against any and all claims, damages, loss, expenses and attorneys' fees arising out of or resulting from the operation, maintenance and use of the equipment.

22. A) LESSEE shall provide and pay for all risk insurance against physical loss or damage to the equipment in an amount equal to the full insurable value of the equipment. Such policies shall name LESSOR and its assigns as an additional insured, as their interests may appear.

B) LESSEE also agrees to provide and pay, at its own cost and expense, for comprehensive general liability insurance, including contractual liability coverage, which insures both LESSEE and LESSOR and their agents, servants and employees for any and all claims, accidents, liability, damages, loss and expenses arising out of or in any way resulting from the operation, maintenance and use of the equipment rented under this agreement, that results in bodily injury, sickness, disease, death or injury to or destruction of property, including the loss of use resulting therefrom. The insurance herein shall be primary insurance for LESSOR and LESSEE and shall be in an amount not less than $1,000,000 combined single limit for bodily injury or property damage.

C) LESSEE shall furnish LESSOR with certificates of insurance evidencing the coverage's set forth above, which shall provide for thirty (30) days prior written notice by certified mail, return receipt requested, to LESSOR of any cancellation or change reducing any such coverage. The certificates of insurance shall specifically state that LESSOR is an additional insured under LESSEE's policy of insurance as reflected in Paragraphs A and B above, and that the coverage for LESSOR is primary coverage, and not excess to or concurrent with any other insurance coverage that may be available to LESSOR. The insurance so provided shall be effective during the period from the moment of delivery of each item of equipment to LESSEE until the moment of return or surrender of possession of the last such item of equipment to LESSOR or his authorized representative.

23. If LESSEE fails to pay any rental or other sum payable hereunder when due or if LESSEE becomes subject to any state or federal insolvency, bankruptcy, receivership, trusteeship or similar proceeding, or if LESSEE shall default in any other term of this contract, LESSOR may immediately terminate this contract by notice in writing to LESSEE and repossess all items of equipment wherever they may be found, but LESSEE shall nevertheless remain liable for all sums then due. The remedies provided herein in favor of LESSOR shall not be deemed exclusive but shall be cumulative and shall be in addition to all other remedies in LESSOR's favor existing at law or in equity. Any notice hereunder shall be deemed sufficiently given if in writing and delivered to LESSEE personally or sent by mail addressed to LESSEE at the address set forth on the contract or credit application.

24. Any option to purchase the equipment upon any basis whatsoever given by LESSOR to LESSEE must be a separate written option duly signed by an officer of LESSOR. Unless such a written option is actually provided to LESSEE, it is understood that no option of any kind, written or oral, has been provided.

25. All rates on gas and diesel driven equipment are based on an 8 hour day, 40 hour week, and 160 hour month. Overtime shall be charged by the hour at one and one-half (11/2) the then applicable rates. A rental month is 28 calendar days.

26. Rental starts immediately upon delivery of the equipment to LESSEE at LESSOR's warehouse. Rental ends upon return of the last item of equipment to LESSOR's warehouse. No allowance shall be made for Sundays, holidays, or time in transit, or for any period of time the equipment may not be in actual use while in LESSEE's possession. All transportation or trucking charges are to be paid by LESSEE.

27. LESSEE covenants and agrees to make a complete inspection within 24 hours after receipt of the equipment. Any claims for defects shall be made within such 24-hour period, and if no such claims are made within such 24-hour period, then said equipment shall be deemed to be in good, safe and serviceable condition, and fit for its intended uses, and LESSEE's right to make a claim for defects shall be deemed waived.

28. Neither the whole, nor any part of the equipment hereby leased, shall be sublet, or suffered to by sublet, by LESSEE.

29. The failure by LESSOR at any one or more times to insist upon strict performance by LESSEE of the terms and/or conditions of this agreement shall not be construed as a waiver of LESSOR's right to demand strict compliance with and performance under all terms and/or conditions hereunder. Notice of said demand for strict compliance is hereby waived and time is expressly made of the essence hereunder.

30. All engine driven equipment is delivered full of fuel. On return, LESSOR shall refill the machinery and LESSEE shall be responsible for payment for the fuel used at LESSOR's then prevailing rates.

RESOLUTION #70-26

Resolution Promoting Mr. Douglas Ward
to the Position of Mechanic

WHEREAS, the Executive Director has consulted with the Management Team and subsequently recommended to the Human Resource Committee of the South Monmouth Regional Sewerage Authority that the need exists to promote a qualified employee to the position of Mechanic; and

WHEREAS, Mr. Douglas Ward, currently serving as a Journeyman I, has successfully completed all required qualifications, training, and experience necessary to perform the duties of the position of Mechanic; and

WHEREAS, after reviewing Mr. Douglas Ward's qualifications and demonstrated performance, the Executive Director recommends that Mr. Douglas Ward be promoted to the position of Mechanic; and

WHEREAS, it is in the best interest of the Authority to promote Mr. Douglas Ward to the position of Mechanic.

NOW, THEREFORE, BE IT RESOLVED that the South Monmouth Regional Sewerage Authority approves the promotion of Mr. Douglas Ward to the position of Mechanic effective October 26, 2026, at a salary of $40.12 per hour as further described in the applicable collective bargaining agreement.

BE IT FURTHER RESOLVED that the Director of Human Resources is hereby authorized and directed to take all actions necessary to implement this promotion and make the appropriate changes to Mr. Douglas Ward's employment status and records.

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 10-14-26.

Ryan Krause

RYAN KRAUSE – ASSISTANT SECRETARY