

**WESTERN MONMOUTH UTILITIES AUTHORITY**  
**103 Pension Road, MANALAPAN, NJ 07726**  
**APRIL 11, 2023 @ 6:30PM**  
**WORKSHOP MEETING**

I. OPEN MEETING – SUNSHINE LAW

II. PLEDGE OF ALLEGIANCE

III. PUBLIC COMMENT

a) Any member of the Public

IV. CHIEF EXECUTIVE OFFICER

V. DISCUSSION

a) Salary Increase for Scott Di Benedetto

b) Appointing Kleinfelder Environmental Engineer for NJPDES Permit

c) Appointing Kleinfelder for Development and Implementation of a Watershed and Lake Protection Plan for Duhernal Lake in Support of TMDL Initiatives

VI. RESOLUTIONS

23-63 Authorizing Salary Increase for Scott Di Benedetto, Chief Financial Officer

23-64 Appointing Environmental Engineer for NJPDES Permit Consulting Services

23-65 Appointing Kleinfelder Environmental Engineer for Development and Implementation of a Watershed and Lake Protection Plan for Duhernal Lake in Support of TMDL Initiatives

VII. CONSENT AGENDA: All matters listed below under "Consent Agenda" are considered routine by the Authority Commissioners and will be enacted by one (1) Motion in the form listed below. There will be no separate discussion on these items. If discussion is desired on any item, that item will be considered separately.

23-66 Authorizing CME Associates to Advertise and Receive Bids for the Final Clarifier Rehabilitation

23-67 Granting Approval to Suncrest Builders, LLC, Project #803

23-67A Authorizing Execution of Temporary Right of Entry and Access Agreement with Earle Asphalt

VIII. BILL LIST

IX. OTHER AUTHORITY BUSINESS

X. CLOSED SESSION

23-68 Authorizing the Commissioner to go into Closed Session for the Purpose of Discussing Litigation and/or Personnel and they will/will not return to Public Session

XI. ADJOURN

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# RUTGERS

School of Public Affairs  
and Administration | Newark



STATE OF NEW JERSEY  
CIVIL SERVICE COMMISSION

March 2023

Dear Scott J. Di Benedetto

The New Jersey Civil Service Commission (CSC) and Rutgers University, School of Public Affairs and Administration (SPAA) are pleased to inform you that you meet all the requirements for attaining the Certified Public Manager (CPM) designation. By completing the program and receiving the designation, you have joined tens of thousands of other professionals in 41 states and jurisdictions who have earned this distinguished certification. You are now authorized to use the CPM designation for professional purposes.

As a CPM graduate you will receive 30.2 Continuing Education Credits (CEUs) through the Rutgers Division of Continuing Education. Additionally, you can receive up to (15) undergraduate credits towards a Bachelors of Arts degree in Public and Nonprofit Administration or (9) graduate credits toward a Master of Public Administration degree. Completion of CPM does not guarantee admission to either program. Students must apply and be accepted into their desired program in order for credits to be applied.

The New Jersey Department of Community Affairs, Division of Local Government Services has approved the following continuing education credit for various officials licensed by the Division: one CEU for Fire Administration and nine CEUs for Municipal & County Finance Officer, Qualified Purchasing Agent, Public Works Manager, Tax Collector, and Municipal Clerk. Certified Public Accountants can also use CPM toward their CEUs. Please contact Jane Sharp, Rutgers Director of the CPM program, at [cpmspaa@Newark.Rutgers.edu](mailto:cpmspaa@Newark.Rutgers.edu) to arrange for DCA specific certificates.

SPAA cannot guarantee that other divisions of Rutgers University or other institutions of higher learning will accept CPM transfer credits toward their degree programs. Please contact Ms. Sharp to arrange for non-credit transcripts and/or a letter of credit equivalency for other institutions of higher learning.

We encourage you to join professional organizations to advance your knowledge and networking base in public administration. The American Society for Public Administration (ASPA) includes membership in the New Jersey ASPA chapter. Membership and benefits information can be found at <http://www.aspanet.org>. Membership and benefits information for the Academy of Certified Public Managers can be found at <http://cpmconsortium.org/AACPM-Membership>.

We congratulate you on successfully completing the CPM program. In fall 2023, we will schedule an in-person graduation. The graduation date has yet to be determined but we will be in touch when we have more details.

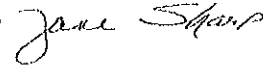
Good luck and we hope to see you at the graduation.

Sincerely yours,



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LaVida F. Stalsworth, CPM  
New Jersey CPM Program Director  
State of New Jersey  
Civil Service Commission



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Jane Sharp, MPA  
Rutgers CPM Program Director  
School of Public Affairs and Administration (SPAA)  
Rutgers University-Newark

Vc



SENT VIA EMAIL ONLY

March 6, 2023

Stephen Bagadinski, PE  
Engineering Services Director  
Western Monmouth Utilities Authority  
103 Pension Road  
Manalapan, NJ 07726

RE: Proposal for Services  
Development and Implementation of a Watershed and Lake Protection Plan for Duhernal  
Lake in Support of TMDL Initiatives

Dear Steve:

Thank you for the opportunity to offer our services in connection with the above-referenced matter. This letter will provide our proposal to provide the required services.

The New Jersey Department of Environmental Protection (NJDEP) has awarded a grant to the Western Monmouth Utilities Authority (WMUA) for completion of the above-referenced project. Preparation of a final agreement between NJDEP and WMUA is underway and is expected to be completed soon.

The project proposal submitted to NJDEP and the Agreement identify the detailed scope of work to be completed. Within that scope are various subtasks to be completed by Kleinfelder. The tasks within which various subtasks are to be completed by Kleinfelder, and the proposed budget within each task for Kleinfelder's effort, are outlined below.

<u>Task Number</u>	<u>Task Title</u>	<u>Kleinfelder Budget</u>
I	Nonpoint Source Load Assessment	\$40,000
II	Point Source Load Assessment	\$5,000
III	Lake Sediment Internal Nutrient Loading Assessment	\$38,000
IV	Total Loading Assessment	\$22,000
V	Implementation	\$20,000
VI	Monitoring/Testing	\$80,000
VIII	Final Report and Watershed Plan	\$30,000
	Total	\$235,000

Within Task II are two additional subtasks that will determine the phosphorus load reduction, and the cost to do so, that can be achieved at the WMUA wastewater treatment plant via (1) optimization of existing treatment processes, and (2) installation of new treatment processes. Budgets of \$20,000 and \$10,000, respectively, were included in the project proposal for these two tasks. The proposal to NJDEP is silent about the consultant to be used for these two subtasks, but we had discussed with you that WMUA may wish to retain Kleinfelder to provide these services. We are willing to do so within the total prescribed budget of \$30,000 if WMUA chooses to retain Kleinfelder to complete these subtasks.

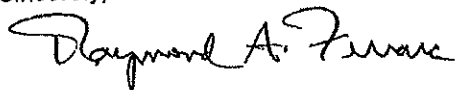
Stephen Bagadinski, PE

Page 2 of 2

March 6, 2023

We are prepared to begin work upon your authorization. Our work will be conducted in accordance with the attached Client Professional Services Agreement and Hourly Billing Rates. Please have an authorized representative execute the Client Professional Services Agreement and return it to me. If you have any questions or need additional information, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Raymond A. Ferrara". The signature is written in a cursive style with a large, prominent "R" at the beginning.

Raymond A. Ferrara, Ph.D.  
Chief Professional

Enclosures



## CLIENT PROFESSIONAL SERVICES AGREEMENT

This Agreement is made on: March 6, 2023, between Western Monmouth Utilities Authority (Client) and Kleinfelder, Inc. (Kleinfelder). Client hereby appoints Kleinfelder to provide certain Services (as defined below), and Kleinfelder hereby agrees to perform the Services, on the following terms and conditions:

### 1. SCOPE OF SERVICES

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Client engages Kleinfelder to provide, and Kleinfelder agrees to provide, the professional services as set forth in Kleinfelder's proposal dated March 6, 2023 (Proposal)

### 2. SCHEDULE AND PAYMENT

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Kleinfelder shall perform the Services, and Client shall pay Kleinfelder, in accordance with the schedule and payment basis set forth in the Proposal.

### 3. GENERAL CONDITIONS AND ADDENDA

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THE GENERAL CONDITIONS ON PAGE 2 CONTAIN INDEMNIFICATION, LIMITATION OF LIABILITY AND OTHER IMPORTANT PROVISIONS AFFECTING THE PARTIES' LEGAL RIGHTS AND OBLIGATIONS.

Client and Kleinfelder have read, understand, and agree to this Agreement, the General Conditions, the Indemnity and Limitation of Liability provisions located on Page 2, and all Proposal, Fee Schedule and addenda identified herein.

This Agreement includes the terms herein, General Conditions and any Proposal, Fee Schedule and addenda identified herein, which taken together apply to all services undertaken pursuant to this Agreement, represent the parties' entire agreement of and supersedes all agreements on the same subjects between the parties, either oral or in writing, including any Client work or purchase order.

This Agreement is governed and construed in accordance with the laws of the state where the Services are performed. The parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of such state and waive any right to object to any proceedings being brought in those courts. The parties hereby expressly waive any and all rights to trial by jury.

EXECUTED by the parties as of the date first written above:

CLIENT:

KLEINFELDER:

By: \_\_\_\_\_

By: 

Printed Name: \_\_\_\_\_

Printed Name: Raymond A. Ferrara

Title: \_\_\_\_\_

Title: Chief Professional

## CLIENT PROFESSIONAL SERVICES AGREEMENT – GENERAL CONDITIONS

1. **Standard of Care.** Kleinfelder will perform its Services in a manner consistent with that level of care and skill ordinarily exercised by other members of Kleinfelder's profession practicing in the same locality, under similar conditions and at the date the Services are provided. Kleinfelder makes no representation, guarantee or warranty, express or implied, regarding the Services, or any communication (oral or written), certification, report, opinion, or instrument of Service provided under or pursuant to this Agreement.
2. **Insurance.** Kleinfelder will maintain worker's compensation, commercial general liability, automobile liability and professional indemnity insurance coverage. Client will maintain adequate insurance coverage and will require and verify any contractors or parties it hires to have adequate insurance coverage. Client agrees that its failure to comply with this clause invalidates any indemnity by Kleinfelder hereunder.
3. **Pricing and Payment.** The hourly rates charged for Kleinfelder's Services are adjusted annually in January of each year to reflect changes in the various elements that comprise such hourly rates. Kleinfelder reserves the right to periodically adjust its fee schedule. Except as otherwise provided in the first page of this agreement or Proposal, Client shall pay invoices upon receipt. Invoices not paid within thirty (30) days of invoice date incur a fee of 1½ % per month from the date of invoice and suspension by Kleinfelder of all Services.
4. **Prevailing Wages.** It is Client's legal responsibility to determine whether the Project is covered under prevailing wage regulations. Unless Client specifically informs Consultant in writing that the Project is a prevailing wage project and is identified as such in Consultant's Scope of Services, Client agrees to defend, indemnify and hold harmless Consultant from and against all liabilities, losses, claims, costs and damages (including reasonable costs and attorneys fees), resulting from a determination that the Project was covered under prevailing wage regulations.
5. **Termination.** Either party may terminate this Agreement at any time upon written notice, whether for cause or for convenience, in which event Client shall pay Kleinfelder for such portion of the Services performed and materials provided up to the date of termination.
6. **Performance.** Kleinfelder will perform the Services as an independent contractor and will not act as Client's agent or employee. The parties do not intend to create, and nothing in this Agreement will be construed to create, any special relationship or fiduciary duty. Kleinfelder will be subject to and operate in compliance with all federal, state and local laws and regulations. Client agrees that Kleinfelder will not be responsible for the means, methods, techniques, sequences or procedures of construction, for constant or exhaustive inspection of construction work, or for the safety procedures employed by any party other than its own employees and subcontractors. Kleinfelder will only sign certifications relating to the Services if Kleinfelder agreed in writing prior to the commencement of the Services to provide them. Such certifications are statements of professional opinion only. Kleinfelder will not be liable for delay or failure to perform its Services caused directly or indirectly by circumstances beyond its control, including but not limited to, acts of God, fire, flood, war, sabotage, accident, labor dispute, shortage, government action or inaction, changed conditions, site inaccessibility, or delays due to actions or inactions of Client or others.
7. **Client Responsibilities.** Client agrees to provide all available material, data, and information pertaining to the Services, including, without limitation, (i) composition, quantity, toxicity, or potentially hazardous properties of any material known or believed to be present at any site, (ii) hazards that may be present, (iii) nature and location of underground or otherwise not readily apparent utilities, (iv) summaries and assessments of site past and present compliance status, (v) status of any judicial or administrative action concerning the site or Project, and (vi) Client's relevant benchmarks, plans, maps, and property ownership records. Client will ensure the cooperation of Client's employees, contractors and consultants ("Client Parties") with Kleinfelder. Kleinfelder is entitled to rely upon the accuracy and completeness of all information given by Client Parties.
8. **INDEMNITY; LIMITATION OF LIABILITY.** Client will defend, indemnify and hold harmless Kleinfelder, its officers, directors, parent, affiliates, shareholders and employees, from and against any all claims, demands, causes of action, damages or other liabilities, including but not limited to attorney's fees and other legal expenses reasonably incurred by Kleinfelder (collectively, "Claims"), that arise from performance of the Services or from Kleinfelder's acts, errors or omissions in connection with the Project or this Agreement, excepting Claims arising from the sole negligence or willful misconduct of Kleinfelder. The maximum aggregate liability of Kleinfelder in connection with this Agreement and all amendments thereto, whether based in contract or tort or otherwise in law or equity, will be limited to the greater of the compensation actually paid to Kleinfelder for the Services hereunder or \$50,000, and Client hereby releases Kleinfelder from any liability above such amount. Upon Client's written request, the parties may negotiate and enter a written amendment in accordance with clause 11 herein to increase the amount of this limitation of liability in exchange for an increased payment to Kleinfelder. As used in this clause 8, "Kleinfelder" includes Kleinfelder, its affiliates, subcontractors, and each of their respective partners, officers, directors, shareholders and employees. Neither party will be liable to the other for any special, incidental, indirect, exemplary, punitive or consequential damages however arising incurred by either Kleinfelder or Client or for which either may be liable to a third party.
9. **Reliance.** The documents provided by Kleinfelder to Client under this Agreement may be based on information obtained from sources outside Kleinfelder's control. Other than the application of prudent professional care in their evaluation, Kleinfelder does not warrant, expressed or implied the accuracy thereof. All documentation furnished to Client is intended for the benefit of the Client for the purpose stated herein and is not intended or represented to be suited for reuse by Client or others. Any reuse or provision of the documents to others without the specific written consent of Kleinfelder for the specific purposes intended will be at user's sole risk and without liability and legal exposure to Kleinfelder.
10. **Hazardous Materials; Samples.** Kleinfelder will not take title to or be liable for any hazardous materials found at any project site. Any risk of loss with respect to all materials remains with the Client or the site owner, who will be considered the generator of such materials, execute all manifests as the generator of them, and be liable for the arrangement, transportation, treatment, and disposal of all material. All samples remain the Client's property. Client agrees to promptly, at its cost, remove and lawfully dispose of samples, cuttings, and hazardous materials.
11. **Amendments, Changes, Assignment, Waiver, Compliance.** This Agreement represents the entire agreement of the parties, and may be modified only in a writing signed by both parties. To the extent of any inconsistency between this Agreement and any other document, the provisions of this Agreement will always prevail. Any preprinted terms and conditions on forms used by either party in the administration of this Agreement are void and shall not act to supplement or replace these Terms and Conditions. Neither party may assign this Agreement without the other's prior written consent. Waiver of any term, condition or breach of this Agreement will not operate as a waiver of any other term, condition or breach. Client and Kleinfelder shall abide by 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on race, color, religion, sex or national origin. Covered contractors and subcontractors shall take affirmative action to employ and advance individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.



### HOURLY BILLING RATES

<u>Employee</u>	<u>Rate</u>
Administrative Support	\$100
Bradley, Timothy D.	\$295
Contreras, Felipe	\$265
Cosgrove, James F.	\$295
Dovel, Erin L.	\$160
Ferguson, Colin	\$210
Ferrara, Raymond A.	\$385
Friedlich, Brian J.	\$235
Gilvey, Caitlin	\$ 75
Jenkins, Michael J.	\$115
Joy, Nicole E.	\$165
Lim, Sunny	\$125
MacRory, Rory G.	\$195
Nappi, Jordan R.	\$135
Nettuno, Chelsey A.	\$115
Nexon, Michael L.	\$220
Paccione, Brooke	\$115
Roy, Tushar	\$235
Schwarz, Joseph W.	\$150
Sessa, Alphonse J.	\$170
Strang, Laura	\$140

Billing rates are subject to increase during each year. Project related expenses including travel, rental vehicles and equipment, computer charges, safety equipment, disposal of waste materials, telephone charges, messenger and delivery charges, printing, and expendable supplies acquired specifically for the project will be billed at cost. Use of Kleinfelder owned vehicles or personal vehicles will be billed at the current IRS Standard Mileage Rate. Fees for subcontractors retained by Kleinfelder specifically for the project and on behalf of the client will be billed at cost plus ten percent.



**AUTHORIZING SALARY INCREASE FOR SCOTT DIBENEDETTO, CHIEF FINANCIAL OFFICER**

**WHEREAS**, the Chief Executive Officer has been notified by Rutgers University, School of Public Affairs and Administration that Scott DiBenedetto the Chief Financial Officer has completed the requirements for attaining the Certified Public Manager designation, and

**WHEREAS**, he is entitled to a \$2,500.00 increase which shall be effective April 1, 2023, and

**NOW, THEREFORE, BE IT RESOLVED** by the Commissioners of the Western Monmouth Utilities Authority as follows:

1. Scott DiBenedetto is hereby approved for a salary increase of \$2,500.00 effective April 1, 2023.
2. The Clerk is hereby authorized and directed to forward certified copies of this Resolution to:
  - a) Brian J. Valentino, Chief Executive Officer
  - b) Scott DiBenedetto, Chief Financial Officer
  - c) Vita Mazzola, Accountant
  - d) Jennifer Rivera, Human Resources

**DATE: APRIL 11, 2023**

<u>Commissioner</u>	<u>Motion</u>		<u>Recorded Vote</u>			
	<u>1st</u>	<u>2<sup>nd</sup></u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
<b>MENDEZ</b>						
<b>PERNICE</b>						
<b>ROSEN</b>						
<b>MUSICH</b>						

## RESOLUTION APPOINTING ENVIRONMENTAL ENGINEER FOR NJPDES PERMIT CONSULTING SERVICES

**WHEREAS**, there exists a need for an Environmental Engineering Firm on behalf of the Western Monmouth Utilities Authority in regard to the NJPDES Discharge to Service Water and Discharge to Groundwater Permits; and

**WHEREAS**, under the provisions of N.J.S.A. 40:14B-18, the Western Monmouth Utilities Authority may appoint Professionals; and

**WHEREAS**, the Local Public Contracts Law, N.J.S.A. 40:F:11-5(1)(a)(i) permits the Western Monmouth Utilities Authority to award a contract for Consultants without public advertising for bids and bidding; and

**WHEREAS**, funds are or will be available for this purpose; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners of the Western Monmouth Utilities Authority that Kleinfelder, be and is hereby appointed as Environmental Consultant to the Western Monmouth Utilities Authority for the year ending January 31<sup>st</sup>, 2023 under a non-fair and open contract, in accordance with N.J.S.A. 19:44A-20.5. The contract was initially to study the effects of a proposed Phosphorous limit and is being amended to include the effect of a proposed Nitrates limit in the WMUA discharge permit. We are hereby requesting to authorize \$50,000.00, to continue to evaluate and provide professional services for the proposed nitrate limit.

**BE IT FURTHER RESOLVED** that the Chairman be and the same is hereby authorized to execute a contract with Kleinfelder, upon approval of same by the Commissioners; and

**BE IT FURTHER RESOLVED** that the firm of Kleinfelder is required to comply with the requirements of P.L. 1975 c.127. (N.J.A.C. 17:27); and

**BE IT FURTHER RESOLVED** that the firm of Kleinfelder shall certify that they have made no contribution that would bar the award of this contract pursuant to P.L. 2004, c.19 and shall not contribute reportable under P.L. 1973, c.83 to any municipal or county candidate or political party committee during the term of the contract and shall file a Business Entity Disclosure Certification with the Western Monmouth Utilities Authority; and

**BE IT FURTHER RESOLVED** that a copy of this Resolution be published in an official newspaper designated by the Authority as required by law within ten (10) days from the date of adoption:

**BE IT FURTHER RESOLVED** that the Secretary is authorized to forward copies of the within Resolution, certified to be a true copy to:

1. Kleinfelder
2. James Carr, Chief Operating Officer
3. Tim Van Pelt, Regulatory Compliance Director

**DATE: APRIL 11, 2023**

<u>Commissioner</u>	<u>Motion</u>		<u>Recorded Vote</u>			
	<u>1st</u>	<u>2nd</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
<b>MENDEZ</b>						
<b>PERNICE</b>						
<b>ROSEN</b>						
<b>MUSICH</b>						

## CERTIFICATION OF AVAILABILITY OF FUNDS

Date: 4/4/2023

Contracts awarded for periods not coinciding with the fiscal year will be charged to the respective budgets in accordance with the time at which the goods are received or services rendered. Also, contracts awarded which are limited to a maximum quantity at a specified unit price will have funds committed from the current year's budget to the extent that they are expected to be utilized in the current fiscal year. Accordingly, both commitments beyond the current fiscal year and commitments for the remainder of contracts limited to a maximum quantity at a specified unit price will, to the best of my knowledge, be appropriated in future budgets by subsequent governing bodies.

I, Scott Di Benedetto, Chief Financial Officer of the Western Monmouth Utilities Authority, do hereby certify to the best of my knowledge as follows:

I have examined the Revenue Fund accounts of Western Monmouth Utilities Authority in order to determine if sufficient funds are available for:

**Environmental Consultant – Kleinfelder NJPDES Discharge Permit Consulting**

**The projected cost is not to exceed \$50,000.00**

I have determined that the amount of **\$50,000.00** is available and properly chargeable to the following general ledger account in the current fiscal year's budget and that the balance is chargeable to subsequent budgets in accordance with the above:

<b>1-600-605 – Engineering Fees</b>	<b>\$50,000.00</b>
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I have determined that the above-described expenditure may be authorized by the Commissioners against the aforesaid accounts in the amounts specified for each.

Now therefore, based on the foregoing, I do hereby certify that adequate funds are currently available, or will be available to the best of my knowledge, for the purposes in the amounts and accounts specified above.



---

Scott Di Benedetto  
Chief Financial Officer

**RESOLUTION APPOINTING KLEINFELDER ENVIRONMENTAL ENGINEER FOR DEVELOPMENT AND IMPLEMENTATION OF A WATERSHED AND LAKE PROTECTION PLAN FOR DUHERNAL LAKE IN SUPPORT OF TMDL INITIATIVES**

**WHEREAS**, there exists a need for an Environmental Engineering Firm on behalf of the Western Monmouth Utilities Authority in regard to the Development and Implementation of a Watershed and Lake Protection Plan for Duhernal Lake in Support of TMDL Initiatives; and

**WHEREAS**, under the provisions of N.J.S.A. 40:14B-18, the Western Monmouth Utilities Authority may appoint Professionals; and

**WHEREAS**, the Local Public Contracts Law, N.J.S.A. 40:F:11-5(1)(a)(i) permits the Western Monmouth Utilities Authority to award a contract for Consultants without public advertising for bids and bidding; and

**WHEREAS**, funds are or will be available for this purpose; and

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners of the Western Monmouth Utilities Authority that Kleinfelder, be and is hereby appointed as Environmental Consultant to the Western Monmouth Utilities Authority for the year ending January 31<sup>st</sup>, 2024 under a non-fair and open contract, in accordance with N.J.S.A. 19:44A-20.5. The contract is for the Development and Implementation of a Watershed and Lake Protection Plan for Duhernal Lake in Support of TMDL Initiatives at a cost of \$230,000.00, and

**BE IT FURTHER RESOLVED** that the Chairman be and the same is hereby authorized to execute a contract with Kleinfelder, upon approval of same by the Commissioners; and

**BE IT FURTHER RESOLVED** that the firm of Kleinfelder is required to comply with the requirements of P.L. 1975 c.127. (N.J.A.C. 17:27); and

**BE IT FURTHER RESOLVED** that the firm of Kleinfelder shall certify that they have made no contribution that would bar the award of this contract pursuant to P.L. 2004, c.19 and shall not contribute reportable under P.L. 1973, c.83 to any municipal or county candidate or political party committee during the term of the contract and shall file a Business Entity Disclosure Certification with the Western Monmouth Utilities Authority; and

**BE IT FURTHER RESOLVED** that a copy of this Resolution be published in an official newspaper designated by the Authority as required by law within ten (10) days from the date of adoption:

**BE IT FURTHER RESOLVED** that the Secretary is authorized to forward copies of the within Resolution, certified to be a true copy to:

1. Kleinfelder
2. James Carr, Chief Operating Officer
3. Stephen Bagadinski, Engineering Services Director

**DATE: APRIL 11, 2023**

<u>Commissioner</u>	<u>Motion</u>		<u>Recorded Vote</u>			
	<u>1st</u>	<u>2nd</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
<b>MENDEZ</b>						
<b>PERNICE</b>						
<b>ROSEN</b>						
<b>MUSICH</b>						

## CERTIFICATION OF AVAILABILITY OF FUNDS

Date: 4/4/2023

Contracts awarded for periods not coinciding with the fiscal year will be charged to the respective budgets in accordance with the time at which the goods are received or services rendered. Also, contracts awarded which are limited to a maximum quantity at a specified unit price will have funds committed from the current year's budget to the extent that they are expected to be utilized in the current fiscal year. Accordingly, both commitments beyond the current fiscal year and commitments for the remainder of contracts limited to a maximum quantity at a specified unit price will, to the best of my knowledge, be appropriated in future budgets by subsequent governing bodies.

I, Scott Di Benedetto, Chief Financial Officer of the Western Monmouth Utilities Authority, do hereby certify to the best of my knowledge as follows:

I have examined the Revenue Fund accounts of Western Monmouth Utilities Authority in order to determine if sufficient funds are available for:

### **Environmental Consultant – Duhernal Lake Implementation & Protection Plan**

**The projected cost is \$230,000.00**

I have determined that the amount of **\$230,000.00** is available and properly chargeable to the following general ledger account in the current fiscal year's budget and that the balance is chargeable to subsequent budgets in accordance with the above:

**1-600-630 – Grants – Duhernal Lake (Reimbursable)                      \$230,000.00**

I have determined that the above-described expenditure may be authorized by the Commissioners against the aforesaid accounts in the amounts specified for each.

Now therefore, based on the foregoing, I do hereby certify that adequate funds are currently available, or will be available to the best of my knowledge, for the purposes in the amounts and accounts specified above.



---

Scott Di Benedetto  
Chief Financial Officer



**AUTHORIZING CME ASSOCIATES TO ADVERTISE AND RECEIVE BIDS FOR THE FINAL CLARIFIER REHABILITATION**

WHEREAS, CME Associates has requested to advertise and receive bids for the Final Clarifier Rehabilitation, and;

WHEREAS, the Commissioners of the Western Monmouth Utilities Authority hereby authorize CME Associates to advertise and receive bids, as follows, and

- |                                   |                              |
|-----------------------------------|------------------------------|
| 1. Permission to Receive Bids     | April 11, 2023               |
| 2. Projected Advertised Newspaper | April 20, 2023 (on or about) |
| 3. Receive bids                   | May 18, 2023                 |
| 4. Award Project                  | June 13, 2023                |

THEREFORE, BE IT RESOLVED by the Commissioners of the Western Monmouth Utilities Authority as follows:

1. CME Associates is hereby authorized to advertise, and receive bids for the Final Clarifier Rehabilitation.
2. The Clerk is authorized to forward copies of this resolution, certified to be a true copy to:
  - a) Coleen Weber, Director of Finance and Administration
  - b) James Carr, Chief Operation Officer
  - c) Stephen Bagadinski, Engineering Services Director

**DATE: APRIL 11, 2023**

<u>Commissioner</u>	<u>Motion</u>		<u>Recorded Vote</u>			
	<u>1st</u>	<u>2nd</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
<b>MENDEZ</b>						
<b>PERNICE</b>						
<b>ROSEN</b>						
<b>MUSICH</b>						

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



March 30, 2023

BRUCE M. KOCH, PE, PP, CME  
LOUIS J. PLOSKONKA, PE, CME  
TREVOR J. TAYLOR, PE, PP, CME  
BEHRAM TURAN, PE, LSRP  
LAURA J. NEUMANN, PE, PP  
DOUGLAS ROHMEYER, PE, CFM, CME  
ROBERT J. RUSSO, PE, PP, CME  
JOHN J. HESS, PE, PP, CME  
KEITH CHIARAVALLO, PE, CME

Mr. Brian Valentino, Chief Executive Officer  
Western Monmouth Utilities Authority  
103 Pension Road  
Manalapan, NJ 07726

**Re: Proposed Bid Schedule  
Final Clarifier Rehabilitation  
Western Monmouth Utilities Authority  
Our File No.: PWM00327.01**

Dear Mr. Valentino:

In accordance with our previous authorization, bid plans and specifications have been prepared for the above referenced Project. Accordingly, our office is finalizing the bid plans and specifications to solicit bids in accordance with N.J.S.A. 40A:11-1. We are herein requesting permission to proceed with bidding of the Project. The proposed bidding schedule is as follows:

Permission to Receive Bids	April 11, 2023
Project Advertised	April 20, 2023 (on or about)
Receive Bids	May 18, 2023
Award Project	June 13, 2023

Should you have any questions concerning this matter, please do not hesitate to contact this office.

Very truly yours,  
CME ASSOCIATES

Michael Dziubeck, P.E.  
Consulting Engineers Office

MD/md

cc: Coleen Weber, Office Manager  
Jim Carr, Chief Operating Officer  
Scott DiBenedetto, Chief Financial Officer  
Steve Bagadinski, P.E. Engineering Services Director

**GRANTING APPROVAL TO SUNCREST BUILDERS, LLC  
PROJECT #803**

**WHEREAS**, the applicant; Suncrest Builders, LLC has applied to the Western Monmouth Utilities Authority for approval in connection with its Application #803, located in Block #171, Lots 22.01 & 22.02 in the Township of Marlboro.

**WHEREAS**, Suncrest Builders, LLC consists of two (2) single family homes, and

**WHEREAS**, the applicant proposes to construct approximately 309 liner feet of 8-inch diameter PVC SDR-35 gravity sanitary sewer to service two (2) proposed single family homes along Crine Road. The applicant will make connection to the WMUA Sewerage Collection System via an existing manhole on Condor Drive. The flow will then go to the Eagles Nest Pump Station and ultimately to the Pine Brook Wastewater Treatment Plant.

**WHEREAS**, CME Associates recommends that this application for connection to WMUA's sanitary sewer facilities be granted Approval subject to the following:

- a. Conformance with the Rules and Regulations of the NJDEP, WMUA and all other applicable regulatory agencies
- b. Payment of all application, escrow and connection fees of the WMUA
- c. Payment of all other fees of other Governmental and/or regulatory agencies having jurisdiction over same
- d. Applicant obtaining all required permits including: NJDEP TWA for the proposed Sewer extension
- e. Applicant is required to furnish sufficient performance guarantees in the amounts \$33,894.81 and \$3,766.09 representing the 90% bond portion and 10% cash portion, respectively, to guarantee construction of the improvements described in the application. No construction work may begin until the required performance bond is submitted and approved by the Authority. The posting of a performance guarantee must be in the form acceptable to the Authority Attorney;
- f. The applicant shall furnish the required escrow for construction observation in the amount of \$4,023.60 in accordance with the Authority's Rules and Regulations. If applicable, the applicant may be required to post additional fees to cover extra work or overtime costs as documented by the Authority and/or its Consulting Engineer.
- g. Submittal of an acceptable insurance certificate naming the WMUA and its Consulting Engineer additionally insured;
- h. Applicant's attendance at a preconstruction meeting.

Upon the Authority granting approval of the Application, construction on the project shall start within two (2) years of the date of the resolution by the Authority granting approval. If construction does start within two (2) years of the date of the Resolution by the Authority granting approval, the Approval will automatically expire unless the Authority acts, by Resolution, to extend the time period.

**NOW, THEREFORE, BE IT RESOLVED** by the Commissioners of the Western Monmouth Utilities Authority that the application for approval in connection with Suncrest Builders, LLC, Project #803 is hereby granted, subject to any and all conditions set forth in this resolution, as well as any conditions set forth in the report of the Consultant Engineer, dated March 30, 2023.

**BE IT FURTHER RESOLVED** that the Clerk is authorized to forward copies of this Resolution, certified to be a true copy, to

- 1) Suncrest Builders, LLC, Project #803
- 2) CME Associates. Consultant Engineer

**DATE: APRIL 11, 2023**

<u>Commissioner</u>	<u>Motion</u>		<u>Recorded Vote</u>			
	<u>1<sup>st</sup></u>	<u>2<sup>nd</sup></u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
<b>MENDEZ</b>						
<b>PERNICE</b>						
<b>ROSEN</b>						
<b>MUSICH</b>						



March 30, 2023

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

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

Ms. Coleen Weber, Office Manager  
Western Monmouth Utilities Authority  
103 Pension Road  
Manalapan, NJ 07726

**Re: Engineer's Report  
Suncrest Builders, LLC  
Block 171, Lots 22.01 and 22.02  
WMUA No. 803  
Our File No. PWMS0171.01**

Dear Ms. Weber:

Please be advised that we have prepared an Engineer's Report for the above referenced Project attached herewith.

Should you have any questions regarding this matter, please do not hesitate to contact this office.

Very truly yours,  
**CME ASSOCIATES**

Michael Dziubeck, P.E.  
Consulting Engineer's Office

MD/eg

Enclosure: ALL

cc: Brian Valentino, Chief Executive Officer  
James Carr, Chief Operating Officer  
Stephen Bagadinski, P.E. Engineering Services Director  
Scott DiBenedetto, Chief Financial Officer  
Francis Borin, Esq.





WESTERN MONMOUTH UTILITIES AUTHORITY  
ENGINEER'S REPORT FOR  
**CRINE ROAD SUNCREST LLC**  
WMUA Application No. 803  
CME File No. PWMS0171.01  
March 30, 2023  
Page 1 of 4

MUNICIPALITY: \_\_\_\_\_ Manalapan  Marlboro (  PBWTP \_\_\_\_\_ BRSA)  
\_\_\_\_\_ Freehold \_\_\_\_\_ Englishtown

Block(s) # 171 Lot(s) # 22.01 & 22.02

APPLICATION TYPE: \_\_\_\_\_ Single /  Complex \_\_\_\_\_ Minor /  Major

APPLICANT Suncrest Builders, LLC

APPLICANT'S ADDRESS 21 Kilmer Drive, Suite E  
Morganville, NJ 07751

ENGINEER Crest Engineering Associates Inc.

ENGINEER'S ADDRESS 100 Rike Drive  
Millstone Township, NJ 08535  
Phone: (609) 448 - 5550

PROJECT NAME Crine Road Suncrest LLC

LOCATION Block 171, Lots 22.01 & 22.02

PURPOSE Construction of approximately 309 linear feet of 8-inch sanitary sewer main along Crine Road to service two (2) single family homes.

CAPACITY: No. of Units Two (2) Single Family Homes

Flow 600 GPD



WESTERN MONMOUTH UTILITIES AUTHORITY  
ENGINEER'S REPORT FOR  
CRINE ROAD SUNCREST LLC  
WMUA Application No. 803  
CME File No. PWMS0171.01  
March 30, 2023  
Page 2 of 4

**SUPPORTING DOCUMENTS:**

- Location Map (see attached)
- Engineer's Report dated: 12/23/2023
- Engineer's Estimate dated: 3/30/2023
- Plans dated: 12/23/2022, last revised: 3/17/2023, consisting of: 2 sheets
- Architectural Plans prepared by: None
- Other:

**APPLICATION REVIEW:**

The applicant proposes to construct approximately 309 linear feet of 8-inch diameter PVC SDR-35 gravity sanitary sewer to service two (2) proposed single family homes along Crine Road. The applicant will make connection to the WMUA Collection System via an existing manhole on Condor Drive. The flow will then go to the Eagles Nest Pump Station and ultimately to the Pine Brook Wastewater Treatment Plant.

**ISSUES:**

- Developer's Agreement with Covenant
- Privately-Owned Sanitary Sewers
- Privately-Owned Pumping Station(s)
- Cost Sharing / Reimbursement
- Easements / Transfers of Ownership
- Deed Restriction
- Hold Harmless and Indemnification Agreement
- Performance and Maintenance Guarantees
- Construction Services Fees (Inspection Fees) 15%
- Insurance Requirements
- Record Drawings

**PERMITS:**

- NJDEP TWA
- NJDEP LURP
- NJDEP Other
- NJDOT Road
- Monmouth County Road
- Municipal Road
- Other



WESTERN MONMOUTH UTILITIES AUTHORITY  
ENGINEER'S REPORT FOR  
CRINE ROAD SUNCREST LLC  
WMUA Application No. 803  
CME File No. PWMS0171.01  
March 30, 2023  
Page 3 of 4

**DOWNSTREAM CAPACITY:**

Adequate /  Inadequate  
 N/A Cost Sharing

**PLAN REVISIONS:**

None

**SAFETY:**

The Applicant must instruct the Contractors hired to install the sanitary sewer main that they are fully responsible for site safety. The Contractors must contact the Municipal Police Safety Director to insure proper compliance with safety laws and shall fully comply with all OSHA requirements.

**RECOMMENDATIONS:**

We recommend that this application for connection to WMUA's sanitary sewer facilities be granted Final Approval subject to the following:

- a. Conformance with the Rules and Regulations of the NJDEP, WMUA and all other applicable regulatory agencies;
- b. Payment of all application, escrow, and connection fees of the WMUA;
- c. Payment of all other fees of other governmental and/or regulatory agencies having jurisdiction over same;
- d. Applicant obtaining all required permits including; NJDEP TWA for the proposed sewer extension;
- e. Applicant is required to furnish sufficient performance guarantees, in the amounts of \$33,894.81 and \$3,766.09 representing the 90% bond portion and 10% cash portion, respectively, to guarantee construction of the improvements described in the application. No construction work may begin until the required performance bond is submitted and approved by the Authority. The posting of a performance guarantee must be in form acceptable to Authority Attorney;
- f. Applicant shall furnish the required escrow for construction observation in the amount of \$4,023.60 in accordance with the Authority's Rules and Regulations. If applicable, the Applicant may be required to post additional fees to cover extra work or overtime costs as documented by the Authority and/or its Consulting Engineer;
- g. Submittal of an acceptable insurance certificate naming the WMUA and its Consulting Engineer additionally insured and;
- h. Applicant's attendance at a preconstruction meeting.



**WESTERN MONMOUTH UTILITIES AUTHORITY  
ENGINEER'S REPORT FOR  
CRINE ROAD SUNCREST LLC  
WMUA Application No. 803  
CME File No. PWMS0171.01  
March 30, 2023  
Page 4 of 4**

Upon the Authority granting approval of the Application, construction on the project shall start within two (2) years of the date of the resolution by the Authority granting approval. If construction does not start within two (2) years of the date of the Resolution by the Authority granting approval, the Approval will automatically expire unless the Authority acts, by Resolution, to extend the time period.

---

Michael Dziubeck, P.E.  
Consulting Engineer's Office

MD/eg

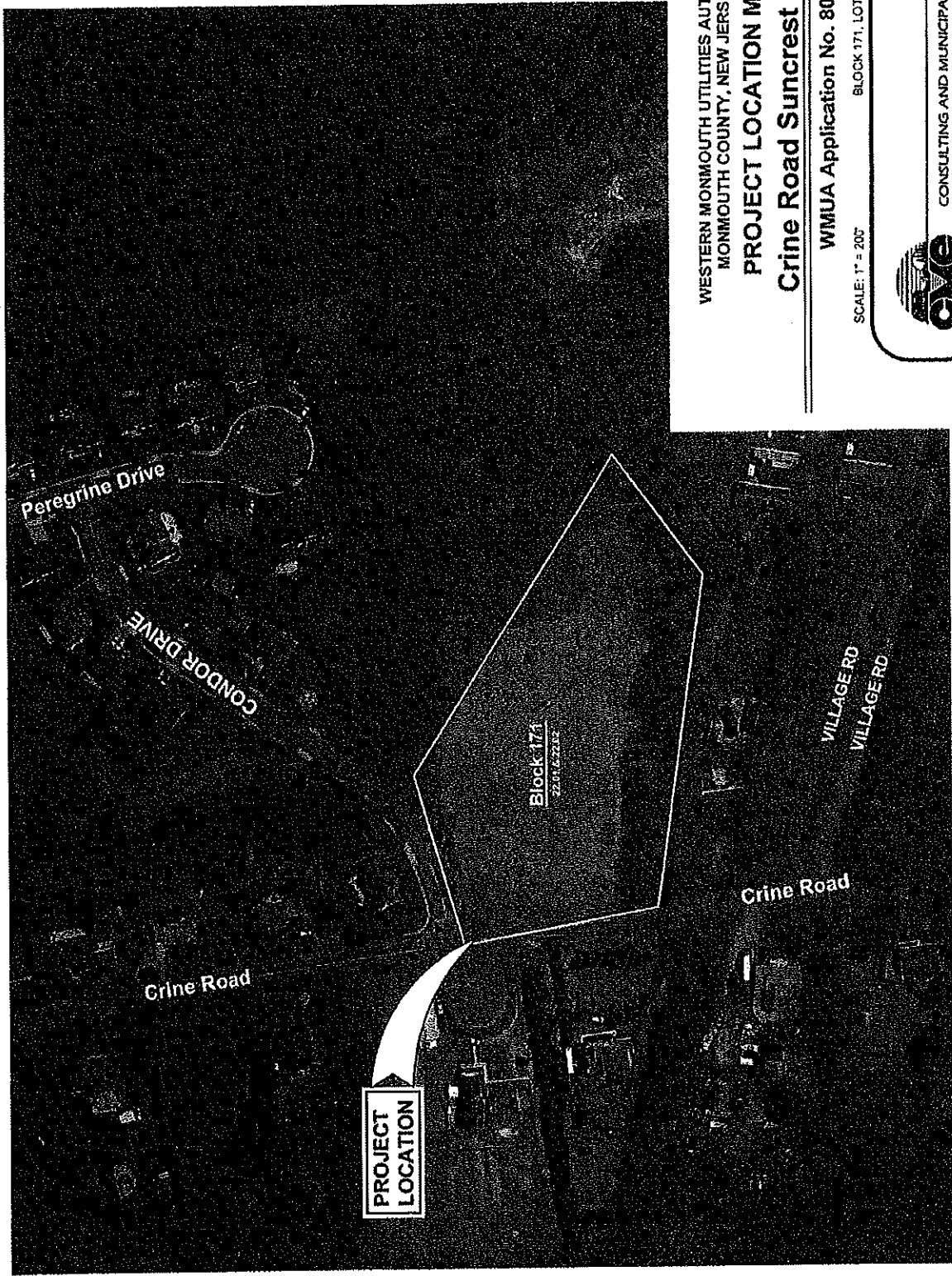
**ENGINEERS ESTIMATE & PERFORMANCE GUARANTEE ESTIMATE  
FOR SANITARY SEWER IMPROVEMENTS  
WESTERN MONMOUTH UTILITIES AUTHORITY**

DATE: 3/30/2023

PROJECT NAME: Crine Road Suncrest LLC  
WMUA PROJECT NO.: 803  
OUR FILE NO.: PWMS0171.01

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
3 8" PVC, SDR 35 (10'-12')	309 LF	\$45.00	\$13,905.00
19 CONNECT TO EXISTING MANHOLE (CORE DRILL)	1 UN	\$1,800.00	\$1,800.00
22 MANHOLE STANDARD (10'-12')	1 UN	\$3,300.00	\$3,300.00
29 WATERTIGHT MANHOLE COVER	1 UN	\$400.00	\$400.00
30 4" SCH 40. PVC LATERAL	30 LF	\$20.00	\$600.00
31 4" SCH 40. PVC CLEANOUT W/ BRASS CAP	3 UN	\$350.00	\$1,050.00
32 SCH 40. PVC WYE	3 UN	\$100.00	\$300.00
34 STONE BEDDING	26 TN	\$18.00	\$468.00
35 SELECT BACKFILL (1' OVER PIPE)	122 CY	\$15.00	\$1,830.00
36 TEMPORARY PAVEMENT REPAIR	5 SY	\$25.00	\$125.00
37 PERMANENT PAVEMENT RESTORATION	5 SY	\$18.00	\$90.00
38 EASEMENT / R.O.W RESTORATION	343 SY	\$3.00	\$1,029.00
39 SEWER TESTING	309 LF	\$1.00	\$309.00
40 T.V. INSPECTION	309 LF	\$2.00	\$618.00
41 TRAFFIC CONTROL	1 LS	\$1,000.00	\$1,000.00
<b>ESTIMATED CONSTRUCTION COST</b>			<b>\$26,824.00</b>
<b>ADMINISTRATIVE COSTS</b>			
TOTAL ANTICIPATED INSPECTION FEES (16% OF ESTIMATED CONSTRUCTION COST)			\$4,023.60
AS-BUILT DRAWINGS (2% OF ESTIMATED CONSTRUCTION COST)			\$538.48
<b>TOTAL COST</b>			<b>\$31,384.08</b>
PERFORMANCE GUARANTEE (120% OF TOTAL COST)			\$37,660.90
SURETY BOND @ 90% OF PERFORMANCE GUARANTEE			\$33,894.81
CASH BOND @ 10% OF PERFORMANCE GUARANTEE			\$3,766.09
INSPECTION FEE (15% OF TOTAL ESTIMATE CONSTRUCTION COSTS)			\$4,023.60





WESTERN MONMOUTH UTILITIES AUTHORITY  
MONMOUTH COUNTY, NEW JERSEY  
**PROJECT LOCATION MAP**  
**Crine Road Suncrest LLC**

WMUA Application No. 803

SCALE: 1" = 200'      BLOCK 171, LOTS 22.01 & 22.02



CONSULTING AND MUNICIPAL ENGINEERS

PWMS0171.01

**RESOLUTION AUTHORIZING EXECUTION TEMPORARY RIGHT OF ENTRY AND  
ACCESS AGREEMENT WITH EARLE ASPHALT COMPANY TO USE PORTION OF LLOYD  
ROAD PUMP STATION PROPERTY IN CONNECTION WITH MARLBORO WATER MAIN  
PROJECT**

**WHEREAS**, the Western Monmouth Utilities Authority (the “WMUA”) is a public body formed pursuant to and in accordance with the Municipal and County Utilities Authority Law, N.J.S.A. 40:14B-1, et seq., and possesses the powers set forth therein; and

**WHEREAS**, the WMUA is empowered to adopt the within Resolution pursuant to and under the Municipal and County Utilities Authority Law, N.J.S.A. 40:14B-1, et seq.; and

**WHEREAS**, the WMUA is the owner of certain real property designated as Block 143, Lot 1.03. on the official tax map of the Township of Marlboro, which is located on Lloyd Road in the Morganville section of the Township (the “Property”), upon which it maintains and operates the Lloyd Road Pump Station (the “Pump Station”); and

**WHEREAS**, Earle Asphalt Company (“Earle”) is installing water mains pursuant to a contract with the Township of Marlboro (“Township”) in close proximity to the Property (the “Water Main Project”) and would like to use a portion of the Property on a temporary basis to store equipment and material to be used in connection with the Water Main Project; and

**WHEREAS**, the WMUA and Earle have engaged in negotiations relative to the limitations on Earle’s right of entry and access to the Property; and

**WHEREAS**, the WMUA is amendable to granting a temporary right of entry to Earle to allow use of a specific and limited portion of the Property for the particular purpose stated in and pursuant to the terms of a Temporary Right of Entry and Access Agreement, a copy of which is attached hereto as Exhibit A (the “ROE Agreement”); and

**WHEREAS**, the WMUA has determined that the ROE Agreement is in the best interest of the WMUA and the Township of Marlboro;

**NOW, THEREFORE, BE IT RESOLVED** by the Commissioners of the Western Monmouth Utilities Authority as follows:

1. That the Executive Director is hereby authorized to execute the ROE Agreement with Earle Asphalt Company, in the form substantial as set forth in Exhibit A attached hereto.
2. That the Executive Director, in consultation with General Counsel, shall be authorized to execute any documents related to the ROE Agreement.
3. That, upon execution, the ROE Agreement shall be available in the Office of the Executive Director for review by the public.
4. That the Clerk is hereby authorized to forward copies of this Resolution to:
  - a. Township of Marlboro
  - b. Earle Asphalt Company
  - c. Frank Born, Esq.
  - d. James Carr, Chief Operating Officer

**DATE: April 11,2023**

<u>Commissioner</u>	<u>Motion</u>		<u>Recorded Vote</u>			
	<u>1<sup>st</sup></u>	<u>2<sup>nd</sup></u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
<b>MUSICH</b>						
<b>PERNICE</b>						
<b>MENDEZ</b>						
<b>ROSEN</b>						

**23-67A**

**TEMPORARY LICENSE AND RIGHT OF ENTRY AGREEMENT**

This Agreement ("Agreement") is made as of this 30th day of March, 2023 by and between the **WESTERN MONMOUTH UTILITIES AUTHORITY**, a public body politic and corporate and existing under the provisions of N.J.S.A. 40:14B-1 et seq., with an address at 103 Pension Road, Manalapan, New Jersey (the "Grantor"), and **EARLE ASPHALT COMPANY**, with a mailing address at P.O. Box 556, Farmingdale, New Jersey (the "Grantee").

**WITNESSETH**

**WHEREAS**, Grantor is the owner of certain real property designated as Block 143, Lot 1.03. on the official tax map of the Township of Marlboro, which is located on Lloyd Road in the Morganville section of the Township (the "Property"), upon which Grantor maintains and operates the Lloyd Road Pump Station (the "Pump Station"); and

**WHEREAS**, Grantee is installing water mains pursuant to a contract with the Township of Marlboro ("Township) in close proximity to the Property (the "Water Main Project") and would like to use a portion of the Property on a temporary basis to store equipment and material to be used in connection with the Water Main Project, at the location more particularly described on Schedule "A" annexed hereto and incorporated herein; and

**WHEREAS**, the Parties have reached an agreement as to their rights, duties and responsibilities regarding the temporary right of entry and access authorized hereunder; and,

**WHEREAS**, Grantor grants to Grantee the right of entry and access to the Property, subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, the Parties hereto for good and valuable consideration intending to be legally bound do hereby agree as follows:

**1. Grant of Access.**

(a) Grantor hereby grants Grantee a non-exclusive, revocable license to enter onto the Property for the sole and limited purpose as set forth in Section 2 hereof ("License"). This License only covers the location(s) on the Property as set forth on Schedule A (the "License Area") and does not authorize any activities not directly connected to and/or necessary for the purpose stated herein.

(b) Grantee agrees that it has been granted only a License by Grantor to enter upon and use the Property for the specific purposes set forth herein and that it does not and shall not claim

at any time any interest or estate of any kind or extent whatsoever in and to the Property, nor any exclusive privilege or right to enter onto the Property by virtue of this License. Nothing herein shall be deemed or construed to create a partnership, joint venture or agency relationship between the Parties.

2. **Term.** Upon full execution the Agreement, and delivery of the certificates of insurance required by Section 6 hereof, Grantee and its authorized agents, employees, servants, and contractors shall be authorized to enter onto the Property and utilize the License Area at all times until the Water Main Project has been completed, but in no case for longer than 90 Calendar Days. Termination of the right of access shall not alter, change, or extinguish any rights or responsibilities of the Parties under this Agreement, which shall continue to survive including, but not limited to, Grantor's obligation to restore the Property to its original condition.

3. **Scope of Work.**

(a) Subject to the terms and conditions contained herein, Grantor hereby grants to Grantee, its authorized representatives, designees, contractors, and agents, permission to utilize the License Area for the sole and limited purpose of: (i) storing pipe, materials and equipment needed in connection with the Water Main Project, including dense graded aggregate and clean stone that will be used as backfill material; and (ii) temporarily stockpiling excavated soil and asphalt removed from the pipe trench each day on tarps, which material shall be removed from the License Area at the end of each day (collectively, the "Work"). Grantee shall use all reasonable efforts to conduct the Work in a manner that minimizes, to the maximum extent practicable, any inconvenience to and/or interference with Grantor's use and occupancy of the Property.

(b) Grantee shall ensure that the Work authorized by this Agreement is conducted in accordance with all applicable laws, regulations, permits and other government requirements, including but not limited to those promulgated by the New Jersey Department of Environmental Protection ("NJDEP") and the U.S. Occupational Safety and Health Administration ("OSHA"). Grantee shall not, while performing the Work, cause or contribute to any environmental contamination, and/or release of hazardous substances, at the Property. Grantee agrees to immediately notify Grantor of any release of any material at, or damage to any real and/or personal property occasioned by Grantee's entry onto or use of the Property.

(c) In the event of the failure of Grantee and/or its agents, designees, representatives, contractors, subcontractors or professionals to comply with the terms and conditions contained

herein, Grantor may serve upon Grantee written notice to cure such condition within five (5) calendar days of the date of the notice. In the event that such condition is not cured within such five (5) calendar day period, or if such condition cannot be cured within such time, failure to take good faith and continuous efforts to cure such condition, Grantor may serve a notice of termination of this Agreement resulting in immediate termination of access to the Property. Grantor shall not be liable for any damage incurred by Grantee by reason of the termination of this Agreement in accordance with the provisions of this Section as a result of the failure of Grantee to comply with the terms of this Agreement.

3. **Storage/Handling.** Other than the infrastructure, materials and equipment authorized by Section 2 above, Grantee shall not store any materials or equipment on the Property without the written consent of Grantor. Grantee shall not transmit, store, handle or dump any toxic or hazardous wastes or hazardous substances anywhere on the Property, nor shall Grantee violate any environmental or land use laws, or any other applicable law as such may apply to the Property or the Work being undertaken at the Property pursuant to the Agreement. Grantee shall be considered the “generator” of any excavated soil, asphalt or similar material temporarily stockpiled within the License Area as authorized by Section 2 above, which material shall be transported and disposed of at Grantee’s sole cost and expense to a regulated disposal facility in accordance with the terms and conditions of this License and all applicable laws in a manner satisfactory to Grantor.

4. **Repair & Restoration.** Grantee shall restore and/or repair, at its sole cost and expense, any damage to the Property resulting from or arising out of the Work or entry onto the Property, at the earlier of:

- a. completion of the Work; or,
- b. upon termination of this Agreement.

Grantee shall restore the Property to its condition prior to the commencement of the Work. If Grantee shall fail to make such repairs or restoration within a reasonable time, then, after written notice to Grantee, Grantor shall have the right to make such repairs or restoration as may be required in Grantor’s sole and reasonable discretion and Grantee shall reimburse Grantor for its costs and expenses in connection with such work and the collection of reimbursement therefore.

5. **Assumption of Risk; Indemnification; Defense against Claims.** Grantee agrees to assume any and all risk of loss of damage of any kind whatsoever to property or injury to or

death (including wrongful death) of persons arising out of Grantee's entry upon and use of the Property. In the event of such loss or damage, the Grantee shall forthwith repair, replace and make good the property of Grantor or of any third person or entity so lost or damaged without cost or expense to Grantor or such third person or entity. Grantee shall itself and shall also require its contractors to indemnify, defend and hold harmless Grantor and each and every one of its officers, officials, agents, professionals, designees, servants, representatives employees, successors and assigns (for purposes of this paragraph, the "Grantor Indemnified Parties") from and against any and all claims and demands, just or unjust, of third persons or entities arising or alleged to arise out of or as a result of the Work or out of or as a result of the acts or omissions of Grantee, its officers, agents, employees, contractors, subcontractors, consultants and representatives, and for all expenses incurred by it in the defense (including Grantor's counsel fees), settlement or satisfaction thereof including, without limitation thereto, claims and demands for death, for personal injury or for property damage, contamination, discharges, releases, spills, direct or consequential, whether they arise from the acts or omissions of Grantee, its officers, agents, employees, contractors, subcontractors, consultants or representatives, or otherwise arising out of the Work. Liability for release of any contaminants shall include, without limitation, all claims and demands arising out of or in connection with the release of any hazardous substance by Grantee, and/or the exacerbation of pre-existing environmental conditions by Grantee and shall be limited solely to releases, discharges or exacerbations caused by Grantee or its authorized representatives and agents (including any and all of its consultants, contractors, and their respective employees) in the exercise of its rights under this License.

6. **Insurance Requirements.** During the term of this Agreement, Grantee shall maintain, or cause its contractor(s) or subcontractor(s) to maintain, in its own name and at its own cost and expense, (i) general liability insurance which covers any and all losses and damages that may arise or are based upon negligence, misconduct, or omission of Grantee, with coverage to include Contractual Liability, Personal Injury and Property Damage, in an amount not less than \$3,000,000 combined Single limit per occurrence and \$3,000,000 in the aggregate; and (ii) automobile insurance in an amount not less than \$3,000,000 per accident. The policies shall include contractual liability endorsement covering the risks and indemnities Grantee has assumed under the terms and conditions of this Agreement. Moreover, such liability insurance shall not contain an exclusion from liability for explosion, collapse, underground property damage hazard



and shall not contain any provisions or exclusions from liability not forming part of the standard and unendorsed liability insurance policy.

Prior to the commencement of the Work, Grantee shall deliver and/or cause its contractor(s) and/or subcontractor(s) to deliver to Grantor a certificate from an insurer authorized to do business and who is in good standing in the State of New Jersey, evidencing policies of the above insurance coverage, and an endorsement to the applicable policies naming Grantor as an additional insured. Such certificate shall provide that the carrier will give sixty (60) calendar days' prior written notice of any modification, non-renewal or cancellation. Such insurance shall be maintained throughout the term of this Agreement.

7. **Access Restricted to Use of Property.** This Agreement is not intended to grant permission to enter upon, use or occupy property other than that specifically identified herein, nor is it intended to create a right of access for the public or any third party or relieve Grantee of any laws, ordinances, rules or regulations or their responsibility to procure and maintain in effect all the requisite permissions, consents and approvals.

8. **Assignment.** Grantee shall not assign this Agreement or any rights hereunder without the prior written consent of Grantor, which consent may be withheld at the absolute discretion of Grantor.

9. **Construction.** Grantor and Grantee acknowledge that this Agreement has been negotiated at arm's length and, therefore, agree that any rule of construction of contracts resolving any ambiguities against the drafting party is waived and shall be inapplicable to this document. If any part of this Agreement is for any reason found to be unenforceable, all of the remaining portions nevertheless remain enforceable.

10. **Waiver or Breach of Term.** The waiver of any breach of any term or condition of this Agreement does not waive any other breach of that term or condition or of any other term or condition.

11. **Authorization to Execute.** Each person executing this Agreement represents that the execution of this Agreement has been duly authorized by the party on whose behalf the person is executing this Agreement and that such person is authorized to execute the Agreement on behalf of such party.

12. **Notice.** All notices to be provided by Grantor to Grantee or by Grantee to Grantor shall be in writing and provided as follows. A Party may change its representatives upon written notice to the other Party.

*As to Grantor:*

James Carr, Chief Operating Officer  
Western Monmouth Utilities Authority  
103 Pension Road  
Manalapan, New Jersey 07726  
[JCarr@wmua.manalapan.nj.us](mailto:JCarr@wmua.manalapan.nj.us)

with a copy to:

Francis J. Borin, Esq., General Counsel  
DeCotiis, FitzPatrick, Cole & Giblin, LLP  
61 South Paramus Road  
Paramus, NJ 07652  
[fborin@decotiislaw.com](mailto:fborin@decotiislaw.com)

*As to Grantee:*

with a copy to:

13. **Electronic Execution in Counterparts.** This Agreement may be executed in counterparts using electronically transmitted separate signature pages, which shall together constitute a single Agreement. Notwithstanding the foregoing, each Party shall also deliver original blue-ink signature pages to the other Party.

14. **Entire Agreement.** The entire agreement between the Parties is contained herein and no modification hereof shall be effective unless in writing, signed by the Party to the charged therewith.

15. **Waiver.** The failure of any Party to insist upon strict performance of any provisions of the Agreement shall not be deemed a waiver of its right thereafter to insist upon the strict performance of that or any other provisions of this Agreement.

16. **Governing Law.** This Agreement shall be deemed entered into in the State of New Jersey and all the rights of the Parties hereunder shall be construed and governed by the laws of the State of New Jersey or such Federal laws as are applied to New Jersey residents for contracts entered into and to be wholly performed in the State. Any dispute shall be resolved in New Jersey State courts or Federal courts located in the State of New Jersey.

17. **Enforcement.** If either Party shall be required to bring any legal proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to an award for all filing fees, court costs and reasonable attorney's fees in connection with such proceedings.

18. **Headings.** The paragraph headings in the Agreement are used only as a matter of convenience or reference and are not to be given any effect whatsoever in construing this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and sealed on the date first above written.

WITNESS:

WESTRN MONMOUTH UTILITIES  
AUTHORITY

\_\_\_\_\_

BY:

\_\_\_\_\_

Brian J. Valentino, CEO

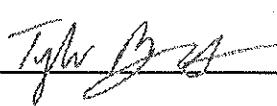
WITNESS:

EARLE ASPHALT COMPANY

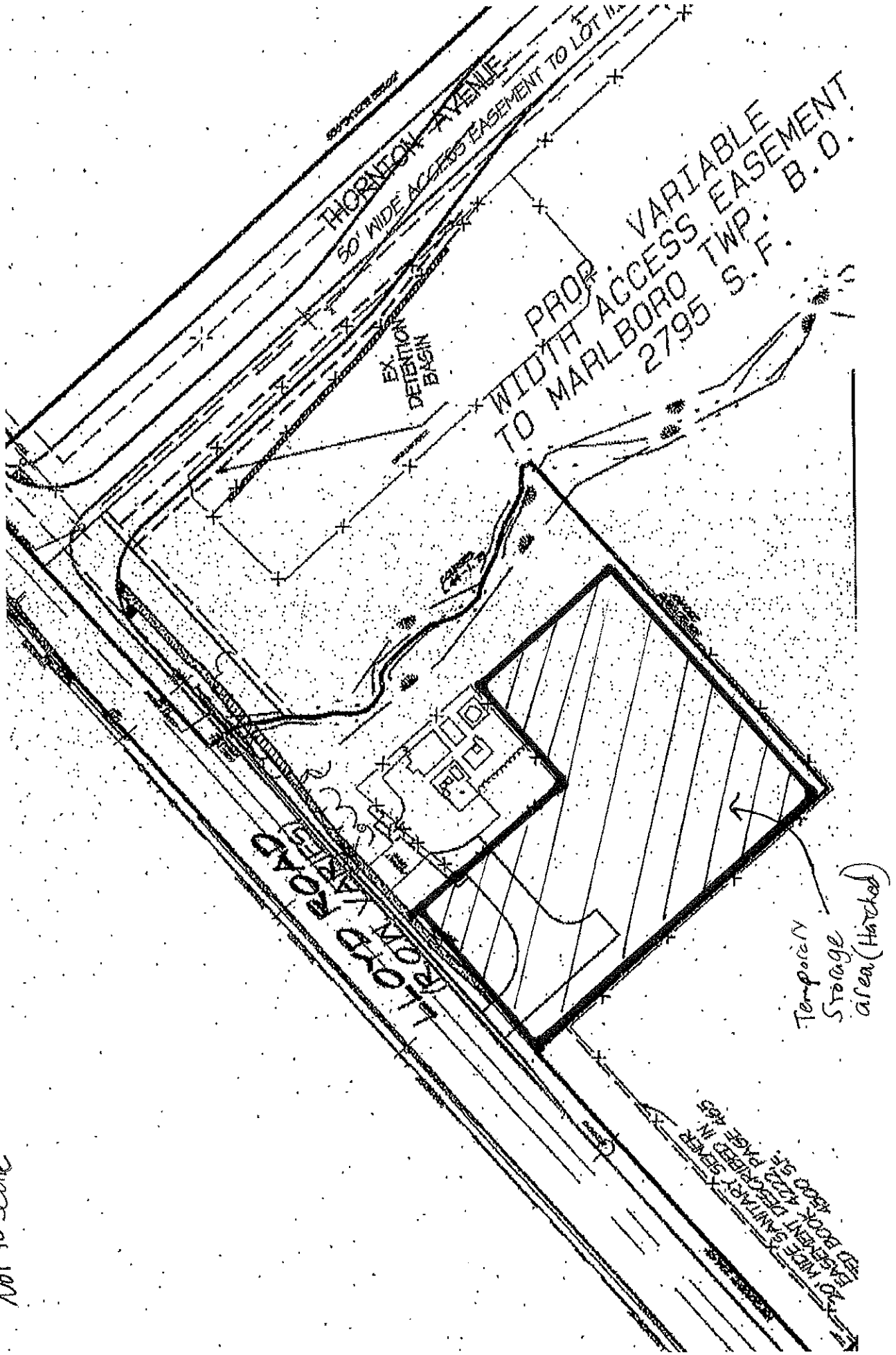
\_\_\_\_\_

BY:

\_\_\_\_\_



Schedule A  
NOT TO SCALE





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Liberty Insurance Associates, Inc. 525 State Route 33 Millstone Twp. NJ 08535		<b>CONTACT NAME:</b> Lisa Macaluso <b>PHONE (A/C, No, Ext):</b> (732) 792-7000 <b>E-MAIL ADDRESS:</b> lmacaluso@lianet.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> Earle Asphalt Co P O Box 556 Farmingdale NJ 07727		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Great American E&S Ins Co <b>INSURER B:</b> Hanover Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 23-24 EAC                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OPAGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
A	Pollution	X		CSE862983914	3/21/2023	3/21/2024	\$5,000,000/Occ	\$10,000,000/Agg
B	Equipment Floater			RHY-H537148	3/21/2023	3/21/2024	Leased/rented \$1,000,000	Owned-Scheduled

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: BLK143, Lot 1.03, Marlboro Township, NJ Temporary Access to store equipment and material to be used in connection with The Water Main Project. Western Monmouth Utilities Authority is included as additional insured if required in a written contract with our insured subject to the policy terms and conditions. Certificate holder will be provided with a 60 day prior written notice of any modification, non-renewal or cancellation.

**CERTIFICATE HOLDER****CANCELLATION**

Western Monmouth Utilities Authority 103 Pension Road Manalapan, NJ 07726	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Lisa Macaluso/LMACAL <i>Lisa Macaluso</i>
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EARLASP-01

KCONVERSE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Valley Forge Captive Advisors 630 Freedom Business Center Drive Suite 203 King Of Prussia, PA 19406	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(610) 458-3659</b>		<b>FAX (A/C, No): (484) 965-9627</b>
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  <b>Earle Asphalt Company</b> 1800 Route 34, Bld 2, Ste 205 Wall, NJ 07719	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Zurich American Insurance Company</b>		<b>16535</b>
	<b>INSURER B : XL Specialty Insurance Company</b>		<b>37885</b>
	<b>INSURER C : Great American Insurance Company</b>		<b>16691</b>
	<b>INSURER D :</b>		
	<b>INSURER E :</b>		

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

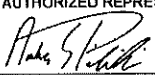
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			GLO0081960	3/1/2023	3/1/2024	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COM/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			BAP0081961	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			US00083090LI23A	3/1/2023	3/1/2024	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC0081959	3/1/2023	3/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Commercial Excess/Um			TUE2465717	3/1/2023	3/1/2024	Limit	13,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Western Monmouth Utilities Authority is included as additional insured but only when required by written contract and per policy terms and conditions. Sixty (60) calendar days' prior written notice of any modification, non-renewal or cancellation included.

### CERTIFICATE HOLDER

### CANCELLATION

<b>Western Monmouth Utilities Authority</b> 103 Pension Road Manalapan, NJ 07726	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**AUTHORIZING THE COMMISSIONERS TO GO INTO CLOSED  
SESSION FOR THE PURPOSE OF DISCUSSING MATTERS  
PURSUANT TO N.J.S.A. 10:4-12(b)**

WHEREAS, in order to exclude the public from a discussion of a matter as provided in N.J.S.A. 10:4-12(b), the Commissioners must first adopt a resolution stating the general nature of the subject or subjects to be discussed and the time and circumstance when such discussion can be disclosed to the public. N.J.S.A. 10:4-13

WHEREAS, the Commissioners find it necessary to adjourn to closed session and will/will not return to public session, and

WHEREAS, the Commissioners went into Closed Session to discuss Personnel and litigation.

NOW THEREFORE BE IT RESOLVED, the Commissioners have adjourned the public portion of the meeting, and are beginning the closed session meeting, and will/will not return to open session.

**DATE: APRIL 11, 2023**

<u>Commissioner</u>	<u>Motion</u>		<u>Recorded Vote</u>			
	<u>1st</u>	<u>2nd</u>	<u>Aye</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
<b>MENDEZ</b>						
<b>PERNICE</b>						
<b>ROSEN</b>						
<b>MUSICH</b>						