

# STONY BROOK REGIONAL SEWERAGE AUTHORITY

## **Agenda**

**STONY BROOK REGIONAL SEWERAGE AUTHORITY**

AGENDA: Meeting #525, September 28, 2015

TIME: 7:30 PM

LOCATION: Conference Room, Operations Building, Princeton, NJ

525.01 “Pursuant to Section 13 of the Open Public Meetings Act, adequate notice of the time and place of this meeting was filed with the Authority’s official newspapers, each Clerk of each municipality and by being publicly posted on the Princeton bulletin board and on the Authority’s website.”

525.02 Approval of Minutes

- August 24, 2015

525.03 Board Related Activities

- Geopeak Power Purchase Agreement
- Resolution 2015-50
- Consultant List

525.04 Planning and Administration

- Capacity Analysis
- Monthly Flow Transmittal

525.05 Approval Requests and Actions

- TWA (Treatment Works Approval)

**Residential Community at Princeton Forrestal Village, Block 104, Lots 1.03, 1.04 and 1.05, Plainsboro Township**

- Extensions of Time Requested

None

- NJPDES Applications

None

- Wastewater Management Plan Amendments

None

- Allocated Flow Update

Information.

525.06 Regulatory Report

- Discharge Monitoring Report (DMR)
- Residual Discharge Monitoring Report
- Air Reporting
- Laboratory
- Miscellaneous Regulatory

525.07 Safety

525.08 Litigation/Administrative Actions

- See Attached Report

525.09 Operations Report

- Downstream
- Upstream
- Sludge Operations

525.10 Maintenance

525.11 Construction Report

- Studies

-Upstream Facilities Process Evaluation/Planning Study  
-2015 Annual Inspection

- Odor Sampling Evaluation
- KEMS Annual Advice
- Information Technology Management Services

**Action Item:**

- Resolution 2015-51, Amendment No. 1 to KEMS 2015 Advice**

- Design

- Schwing Pump Replacement Project

- Construction

- Contract -10-1, Headworks Project
- Contract 14-1, SBRSA Emergency Generator Project
- Contract 14-6, Wireless Alarm Communication
- Contract 15-1, Scrubber Procurement
- Contract 15-2, Scrubber Installation
- Contract 15-3, Ash Handling System Improvements

Small Capital Projects

- Instrument Air Compressor Replacement
- MA Effluent Channel Mixers
- Pavement Replacement

Process Control/SCADA

- Plant Influent Flow Meter
- Carbon Monoxide Analyzer Replacement
- Information Technology

525.12

Finance Report

- **Resolution 2015-48, Regarding Payment of Bills and Claims**
- Treasurer's Report
- Revenue and Expenditure Report
- Updated Capital Expenditure Report
- Interest Rate Comparison Report
- **Action Item:**
- **-Resolution 2015-49, Approval of the 2016 Budget**
- Monthly Sludge Business Analysis
- Yearly Sludge Business Results (2007 through 2014)

525.13 Personnel Report

- Personnel Staffing Report: See Report
- Multi Year Turnover Report: See Report
- Union Seniority List
- Non-Union Staff List

525.14 Correspondence

- Information Only

525.15 Old Business

- None

525.16 New Business

- None

525.17 Open to the Public

525.18 And such other issues as may come before the Board

525.19 Executive Session

- Personnel Issue

525.20 Adjournment

# **STONY BROOK REGIONAL SEWERAGE AUTHORITY**

## **Approval of Minutes**

Minutes of Meeting #524, August 24, 2015 – Stony Brook Regional Sewerage Authority

LOCATION: Conference Room, River Road Plant, Princeton, NJ

MEMBERS PRESENT: Bartolini, Compton, Downey, Goldfarb, Morehouse

MEMBERS ABSENT: Patel

CONSULTANTS: Alexander

STAFF PRESENT: Bixby, Carlino, Ireland, Kantorek, Kunert, Neuhof, Pchola, Rahimi, Redding, Roga

524.01 Chairman Bartolini indicated that pursuant to Section 13 of the Open Public Meetings Act, adequate notice of the time and place of this meeting was given by filing with the Authority's official newspapers, each Clerk of each municipality and by being posted on the Princeton Bulletin Board and on the Authority's website.

524.02 Approval of Minutes

The minutes from the July 27, 2015 Board meeting were approved as presented on a motion by Dr. Downey, seconded by Mr. Goldfarb and passed by a vote of 5 to 0.

524.03 Board Related Activities

Princeton-Stony Brook Solar Initiative

Mr. Kantorek indicated that he spoke to Mr. Scerbo and Mr. Gabel-Frank regarding the Power Purchase Agreement (PPA). Mr. Scerbo and Mr. Gabel-Frank reviewed the first version of the PPA and submitted their comments to Geopeak. They are waiting for the resubmittal from Geopeak.

Consultant List

The consultant list was provided for information. Mr. Kantorek indicated that there are no contracts pending award.

524.04 Planning and Administration

Mr. Kantorek reported that the most current 12-month average daily River Road plant flow is 9,067,880 gpd with 981,541 gpd of approved but inoperative flow for a total committed flow

of 10,049,421 gpd with 3,010,579 gpd or 23.05% of available capacity. The most current 12-month average daily flow at the Hopewell Plant is 218,823 gpd with 1,200 gpd of inoperative flow, for a total committed flow of 220,023 gpd with 26.66% or 79,977 gpd of available capacity. The Pennington Plant presently has 237,096 gpd as the most current 12-month average daily flow, with 18,481 gpd of approved but inoperative flow, for a total committed flow of 255,577 gpd, with 14.81% or 44,423 gpd of available capacity. Mr. Kantorek noted that the inoperative flow total for the Pennington Plant is the unused portion of Bristol-Meyers Squibb approved flow.

### Monthly Flow Transmittal

The monthly flow transmittal for July was provided for information.

Mr. Kantorek noted that several adjustments were made for the month.

Upon review of the daily meter data at the Princeton Forrestal Meter Chamber, SBRSA's lead instrumentation mechanic noticed that there were times when the meter data was unusually high for this site. On several occasions staff visited the site to check for clogs in the Parshall flume however there were no apparent clogs. Staff spoke with Mr. Scott Cevera of South Brunswick Township to see if he was aware of any unusual circumstances in the system. Mr. Cevera suggested that staff speak with Mr. Robert Tweed from Princeton Medical Center. Discussions with Mr. Tweed indicated that from July 12<sup>th</sup> through August 2<sup>nd</sup> there was an issue with their cooling tower at the power plant for the hospital that required additional cooling water. As a result there was excess flow in the overflow of the unit resulting in higher than normal discharge. Staff will have further discussion with Princeton Medical Center to get a better understanding of this system.

A discussion followed regarding cooling towers, blow down from maintenance and what mechanism if any does the Authority have to deal with these issues. Staff will look into this matter to determine how many cooling towers are in the service area and if the cooling towers pose a problem.

The meter verification conducted on July 1, 2015 at the Hopewell STP indicated that the meter was reading low by 0.93%. The meter verification conducted on July 31, 2015 indicated that the meter was reading high by 4.89%. The meter data for the month of July was adjusted down by 1.98% which is the average of the July 1<sup>st</sup> and the July 31<sup>st</sup> meter verifications.

A discussion regarding the Authority's policy that all SBRSA meters that are out of calibration by more than  $\pm 2\%$  be adjusted. Staff will propose an alternative to the 2% adjustment for discussion at a future meeting.

524.05 Approval Requests and Actions

TWA-1 Approvals

**High Point Estates, Block 93.12, Lot 26.15, South Brunswick Township**

Ms. Pchola reported that this application is for sewer service for the construction of five (5) new single family structures and one existing single family structure and the construction of approximately 660 linear feet of 8-inch diameter PVC gravity sewer.

5 single family units	300 gpd/unit	1,500 gpd
1 existing single family unit	300 gpd/unit	300 gpd
<b>Total Flow</b>		<b>1,800 gpd</b>

Ms. Pchola noted that the TWA has been endorsed by the South Brunswick Township Engineer and approved by Resolution by the South Brunswick Board of Adjustment.

Staff recommended approval of this application at the requested flow. So moved by Mr. Goldfarb, seconded by Dr. Downey and passed by a vote of 5 to 0.

Time Extensions

None.

NJPDES Enforcement Requested

None.

Water Quality Management Plan Amendments

None.

524.06 Regulatory Report

Discharge Monitoring Report (DMR)

Mr. Rahimi reported that the Discharge Monitoring Reports for the month of June were submitted to NJDEP. No violations were reported. Staff is currently reviewing the July DMR's.

Mr. Rahimi indicated that the River Road Quarterly Effluent Surface Water Discharge Waste Characterization Report was submitted to NJDEP for the quarter ending July 31, 2015. This

report provides data for a select list of nine priority pollutants which have been historically detected in the plant's effluent.

#### Residuals Discharge Monitoring Report

Mr. Rahimi reported that the May Residuals Discharge Monitoring Reports were submitted to NJDEP. All River Road WWTP parameters were compliant with the Authority's Air Permit requirements.

Mr. Rahimi noted that staff is in the process of preparing the June RDMR.

#### Air Reporting

Mr. Rahimi reported that the 2nd quarter 2015 Excess Emissions and Monitoring Report was prepared by staff and submitted to NJDEP. Incinerator #1 operating with the afterburner (AB) (OS1) had 5.08 hours of excess oxygen emissions (below 3%). A low oxygen average alone is not the basis for violation unless the carbon monoxide (CO) concentration is above 100 ppm<sub>dv</sub> at 7% oxygen during the same periods. The CO concentration was less than 100 ppm<sub>dv</sub> during the period when the oxygen fell below 3%.

Mr. Rahimi indicated that the semi-annual 40 CFR 60, Subpart O report for the first six months of 2015 was submitted to NJDEP and EPA. No excess emissions were reported during this monitoring period.

Mr. Rahimi reported that the Semi-annual Title V Compliance report was prepared by staff and submitted to NJDEP. One deviation was reported for weekly visual emission inspection in February 2015. Staff has added a recurring weekly reminder on the computer system as a corrective action.

Mr. Rahimi indicated that the 2<sup>nd</sup> quarter Incinerator Sludge Metals Report was submitted to NJDEP. No exceedances were reported for the monthly and the rolling-12-month averages for metals in the sludge fed to the incinerators.

#### Laboratory

Mr. Rahimi noted that the laboratories at Hopewell and Pennington plants have been granted certification for pH, temperature, and chlorine. However the chlorine method is not sufficiently sensitive enough to meet the EPA requirements as indicated in a letter from the NJDEP dated August 20, 2015 for both the Hopewell STP and the Pennington STP. A copy of Hopewell's letter was provided to the Board. Staff is currently looking into alternative options to comply with this requirement.

#### 524.07 Safety

Ms. Pchola reported that there were no lost time accidents/injuries for this reporting period.

Ms. Pchola noted that as of August 14, 2015 Stony Brook Regional Sewerage Authority has gone 1436 consecutive days without a “Lost Time Accident”.

Ms. Pchola reported that on July 31st and August 3rd the annual fire alarm inspection was conducted for River Road WWTP and Princeton Pump Station. Staff is waiting for the report from Princeton.

Ms. Pchola indicated that on August 14, 2015 the annual fire alarm inspection was conducted at Millstone Pump Station. There were no issues found and the annual permit was granted.

Ms. Pchola noted that staff is looking into having fire alarm monitoring added to both Upstream Plants. Currently there is only security monitoring at both facilities.

Training for this reporting period included:

- Industrial Power Truck/Forklift classroom training was provided by the New Jersey Department of Labor on July 30, 2015 for 8 employees. The practical portion of the training will be conducted on August 27, 2015.
- Respiratory Protection training with fit test was provided by Certified Health and Safety on August 19, 2015 for 26 employees.

#### 524.08 Litigation

The Litigation Report was provided for information.

Ms. Alexander indicated that there were no changes this month to the Litigation Report.

#### 524.09 Operations Report

##### River Road Facility

Mr. Kunert reported that as indicated last month, mechanical bar screen #2 at the Headworks facility was down due to a problem with the grinder/auger. The electrical problem that was causing the mechanical screen to fail has been repaired and the unit is back in service.

Mr. Kunert indicated that Incinerator #1 repairs, which are being performed by Albertus Energy, are still ongoing. These repairs should be complete by the end of August.

Mr. Kunert reported that the fecal coliform test, performed by SBRSA’s on-site lab, has been revealing a higher than normal count since the beginning of June. Staff spent several weeks investigating this unusual problem. As a result of the investigation, staff is of the opinion that the 20-inch secondary pipe that runs from the Modified Aeration Clarifier Tank Effluent

Launders down to the Operations Building basement may be leaking. Staff planned and executed a plant shutdown to remove the gate valves within the launders, place an airbag in the 20-inch line, and cut/cap the 20-inch pipe between the two Modified Aeration Clarifiers. The cutting and capping of the line was performed by an outside contractor while Authority personnel performed the remainder of the required work. The job began at 3:00 a.m. on August 13, 2015 and was completed in approximately six (6) hours. Since then the fecal coliform count has dropped significantly. If the count should rise again staff will continue to investigate until the problem is resolved.

Mr. Kunert indicated that the four Chlorine Contact Tanks and the four Re-Aeration Tanks were taken off line one at a time. The tanks were dewatered, cleaned, and placed back into service.

#### Upstream Facilities

Mr. Kunert indicated that the installation of the new chemical feed equipment to accommodate 15% sodium hypochlorite at the Hopewell STP is approximately 95% complete. The remaining work involves piping installation from a sump pump within the containment area back to the storage tanks. Instrumentation work has started at the Pennington STP.

Mr. Kunert reported that the Primary Settling Tank at the Hopewell STP was taken off line. This was done to repair the shaft that connects the valve operator to the gate valve at the bottom. This is one of four valves that needs to be opened manually each day in order to waste primary sludge to the Sludge Holding Tank.

#### Odor Report

Staff received one odor complaint from our surrounding area during the month of July. No odor complaints were received for the partial month of August.

#### Customer Septage and Sludge Deliveries

The quantity of liquid sludge and sludge cake exceeded their budgeted amounts for the month of July. The quantity of grey water was below its budgeted amount.

### 524.10 Maintenance

Mr. Ireland reported that on July 20, 2015 Belt Press #3 was taken out of service to replace a failed hydraulic pump. This pump is used to control the steering and supplies pressure to the tension rollers for the belts. Once the pump was replaced the system was tested and placed back into service.

Mr. Ireland indicated that on August 3, 2015 Air Blower #2 located in the M.A. Odor Control Building was removed from service because the grit lift station located at the Headworks

Building overflowed. This allowed debris and small stones to enter the duct work and completely clog the blower filters. Once the filters were removed, new filter frames were made from stainless steel and reinforced with a stronger screen to improve performance and durability.

Mr. Ireland reported that on August 7, 2015 Belt Press #1 was removed from service to replace the upper and lower belts due to wear and tear. After installing the new belts and completing the required eight hour break in period, the press was placed back into service.

Mr. Ireland indicated that on August 8, 2015 the Ash Shuttle Conveying System failed during operation because the drive chain had broken due to a worn link. A new chain was installed and the conveying system was placed back into service.

Mr. Ireland noted that a Risk Assessment of all the transformers located at the River Road WWTP was conducted. SBRSA currently has seventeen (17) transformers in operation. Six are original from 1978 and one from 1981. Of the seven transformers four have a high risk rating of thirteen (13); one has a rating of twelve (12); one with a rating ten (10) and the 1981 has a rating of eleven (11). Staff is in the process of obtaining quotes, and looking to replace these transformers over the next two years. The cost per transformer is approximately \$7,000. A copy of the assessment was provided to the Board.

The number of open work requests stand at ten (10). The Preventive Maintenance graphs show that SBRSA is currently averaging two (2) days overdue and the number of overdue units is approximately thirty-five (35).

#### 524.11 Construction Report

##### Upstream Facilities Process Evaluation/Planning Study

Ms. Pchola indicated that Kleinfelder continues to work on the evaluation/planning study.

##### 2015 Annual Inspection

Ms. Pchola reported that on August 18, 2015 Kleinfelder submitted the 2015 Annual Inspection Report. Staff is in the process of reviewing the report.

##### Odor Sampling/Evaluation

Ms. Pchola noted that the odor sampling for the 2015 evaluation was completed on August 17<sup>th</sup> and 18<sup>th</sup>.

##### Information Technology Management Services

Ms. Pchola reported that EMA's IT Manager Mr. Bob Reilly continues to be on site in accordance with the scheduled dates working closely with Mr. Ron Hess. In addition, at the

request of SBRSA Mr. Reilly has directed some of his focus on the IT infrastructure which includes wiring, fiber, location of servers, switches, etc. Mr. Reilly has provided staff with a draft IT Policy which is currently under review.

### Contract 15-3 Ash Handling System Improvements

Ms. Pchola reported that bids for this project were received and opened on August 19, 2015. Of the seven (7) potential bidders, six (6) bids were received. The bids ranged in price from \$411,540.00 to \$536,311.72 with BR Welding Inc. providing the lowest bid.

Ms. Pchola explained that after the bid opening, there was a question regarding plumbing work and naming of a plumbing subcontractor (BR Welding did not name a plumbing subcontractor). Staff indicated to the contractors that the supply water to the ash pelletizer was final effluent water (the contract drawings indicated “Connect existing water lines to pelletizer spray nozzles...”). However after a field investigation staff determined that the supply water to the ash pelletizer designated for replacement utilizes potable water. Further investigation indicated that the pelletizer is downstream of the certified backflow preventer on the water supply line to the ash pelletizer. Discussion with our attorney indicated that SBRSA needed to get a definition of plumbing work which is typically designated by the design engineer. Staff contacted the design engineer. However, GHD had no additional information to offer. Staff reviewed the plumbing code which indicated that the following work may be performed by both licensed master plumbers and individuals who are not licensed master plumbers... “the installation, maintenance and repair of water piping to mechanical equipment downstream from an approved backflow prevention device or assembly...”. Staff then contacted a representative of the New Jersey Department of Community Affairs (NJCA), Division of Code Assistance. The representative indicated that if the service water connection point to the ash pelletizer is downstream of a backflow prevention device and if there is no other fixtures connected to the line, then the line can be considered non-potable water use and does not require a licensed plumber to work on the piping. Staff reviewed the plant drawings and found that the 1-inch potable water line supply to the ash pelletizer does not have any potable water fixtures connected to the pipe and the pipe is downstream of the backflow prevention device. Therefore the service water line can be considered non-potable water use and we do not need a licensed plumber to make the minor modifications to the pelletizer water supply line.

BR Welding, Inc. provided all required documentation with their bid. BR Welding, Inc. has successfully completed work for the Authority in the past and therefore staff recommended award of Contract 15-3 Ash Handling System Improvements to BR Welding, Inc. in the amount of \$411,540 through Resolution 2015-46. So moved by Dr. Downey, seconded by Mr. Compton and passed by a roll call vote of 5 to 0. Resolution 2015-46 follows.

**Resolution Authorizing the Award of Contract 15-3  
Ash Handling System Improvements to  
BR Welding Inc.**

**Resolution No. 2015-46**

**WHEREAS**, the Stony Brook Regional Sewerage Authority (Authority) advertised for the receipt of sealed competitive bids in accordance with the requirements of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. for the “Ash Handling System Improvements, Contract 15-3”; and

**WHEREAS**, sealed competitive bids were received by the Authority on August 19, 2015, as more fully set forth as attached; and

**WHEREAS**, the Authority has determined that the bid of BR Welding, Inc. is the lowest bid in the amount of \$411,540; and

**WHEREAS**, the bid received from BR Welding, Inc. has been reviewed by the Authority and has been determined to be in compliance with the bid specifications and in accordance with the Local Public Contracts Law N.J.S.A. 40A:11-1 et seq.; and

**WHEREAS** the Stony Brook Regional Sewerage Authority has Funds available in its current capital budget.

**NOW, THEREFORE, BE IT RESOLVED** by the Stony Brook Regional Sewerage Authority that it hereby awards the contract to BR Welding, Inc., the lowest responsive bidder; for Ash Handling System Improvements, Contract 15-3 in the amount of \$411,540; and

**BE IT FUTHER RESOLVED** that the Executive Director, staff and consultants are authorized to take all appropriate measures to ensure that all appropriate documents, are provided by the Contractor.

**STONY BROOK REGIONAL SEWERAGE AUTHORITY  
CONTRACT 15-3 ASH HANDLING SYSTEM IMPROVEMENTS  
BID SUMMARY**

<i>Bidder</i>	<i>Bid Amount</i>
BR Welding, Inc. 3 Brook Road Howell, NJ 07731	\$411,540.00
Centerpoint Associates, Inc. 47 Coles Road Blackwood, NJ 08012.	\$427,427.00
Iron Hills Construction Co., Inc. 17 Alpine Drive Wayne, NJ 07470	\$464,000.00
B&H Contracting, Inc. 1022 Black Horse Pike Folsom, NJ 08037	\$469,300.00

Stone Hill Contracting Inc. 252 West Swamp Road, Suite 19 Doylestown, PA 18901	\$508,519.00
C&H Industrial Services, Inc. 542 Penny Street Franklinville, NJ 08322	\$536,311.72

Recorded Vote:	AYE	NO	ABSTAIN	ABSENT
Robert A. Bartolini	X			
Harry Compton	X			
Gale D. Downey	X			
David A. Goldfarb	X			
C. Schuyler Morehouse	X			
Bharat Patel				X

#### Contract 10-1 Headworks Project

Ms. Pchola indicated that there has been no change to the status of this project this month. Due to lack response to SBRSA's letter of April 2015, staff prepared a letter to Tomar regarding the project closeout. The letter was reviewed by SBRSA's Counsel and mailed to Tomar on August 24, 2015.

#### Contract 14-1 SBRSA Emergency Generator Project

Ms. Pchola reported that as of August 19, 2015 Thomas Controls, Inc. (TCI) has received approval of the electrical, HVAC, and building sub-codes for the Princeton building permit application. The plumbing sub-code application remains open. TCI expects to receive the plumbing and final approved permit by the end of August. TCI is awaiting additional structural information before the re-submittal of the building permit applications for the two pump stations can be completed.

Ms. Pchola indicated that on July 30, 2015 Mechanical Dynamics and Analysis (MD&A) of Latham, New York was on-site and inspected the existing generator prior to submitting a quote for the installation of the shear coupling. After the site visit the MD&A representatives discussed the project with their senior management and elected not to quote on the project.

The table below lists the results of staff's attempts to obtain a second quote for the shear coupling installation.

<b>Company</b>	<b>Response</b>	<b>Notes</b>
Highlands Industrial Turbine Service	Submitted Proposal	Has completed a similar install
Mechanical Dynamics & Analysis	Submitted No Bid	Completed site visit. MD&A usually works on larger turbines.
Worldwide Turbines	Cannot Bid	Work on Pratt & Whitney turbines only
BHI Energy	No Response	Located in South Carolina

Ms. Pchola reported that based on the information provided in the table and the need to install a shear coupling on the existing emergency generator, staff recommends award of the project to Highlands Industrial Turbine Service, Inc. (HITS) in the estimated amount of \$20,175. The price quoted from HITS is estimated since it is difficult to quantify the labor hours needed to install the coupling. HITS estimated labor price is based on past similar projects.

Staff recommended approval of Resolution 2015-47, Authorizing the Award of a “No Political Contributions Allowed” Contract for the Installation of the Emergency Generator Shear Coupling to Highlands Industrial Turbine Service, Inc. in the amount of \$20,175. So moved by Dr. Downey, seconded by Mr. Goldfarb.

A discussion regarding the cost exceeding the bid threshold since the quote from HITS was an estimated amount and the need for a temporary emergency generator during the installation of the coupling took place.

The resolution was then passed by a roll call vote of 5 to 0. Resolution 2015-47 follows.

**Resolution Authorizing the Award of a “No Political Contributions Allowed” Contract  
for  
Installation of Emergency Generator Shear Coupling to  
Highlands Industrial Turbine Service, Inc.**

**Resolution No. 2015-47**

**WHEREAS**, the Stony Brook Regional Sewerage Authority has a need to acquire goods or services as a no political contributions allowed contract pursuant to the provisions of N.J.S.A. 19:44A-20.4 or 20.5 as appropriate; and

**WHEREAS**, the purchasing agent Stuart Neuhof has determined and certified in writing that the value of this contract (by purchase order) will exceed \$17,500; and

**WHEREAS**, the anticipated term of this contract is for fiscal year 2015 and may be extended as approved by this governing body; and

**WHEREAS**, four (4) quotes were initially solicited for the supply and installation of a shear coupling assembly on the existing River Road wastewater treatment plant NATCO emergency generator; and

**WHEREAS**, Worldwide Turbines could not provide a quote because Worldwide Turbines does not service NATCO generators; and

**WHEREAS**, Mechanical Dynamics and Analysis (MD&A) performed a site visit and elected not to provide a quote because the NATCO generator is much smaller than the units MD&A normally services; and

**WHEREAS**, Highlands Industrial Turbine Service, Inc. (HITS) provided a quotation in the estimated amount of \$20,175; and

**WHEREAS**, BHI Energy did not respond; and

**WHEREAS**, as part of the Emergency Generator Project, Contract 14-1 the supplier for the new natural gas fired emergency generator (ENER-G Rudox) has recommended that SBRSA install a shear coupling on the existing gas turbine emergency generator; and

**WHEREAS**, the shear coupling will prevent a catastrophic failure of the gas turbine in the event the two generators are connected to the emergency bus out of phase with each other; and

**WHEREAS**, AECOM's electrical engineer was in agreement with the recommendation from Ener-g Rudox; and

**WHEREAS**, there are numerous safeties and interlocks in the paralleling gear to prevent a catastrophic failure from happening, but the shear coupling would act as a failsafe; and

**WHEREAS**, the Stony Brook Regional Sewerage Authority has a need for the supply and installation of a shear coupling assembly on the existing NATCO emergency generator; and

**WHEREAS**, Highlands Industrial Turbine Service, Inc. has completed and submitted a Business Entity Disclosure Certification on August 20, 2015 which certifies that Highlands Industrial Turbine Service, Inc. (vendor) has not made any reportable contributions to a political or candidate committee served by the Stony Brook Regional Sewerage Authority in the previous one year, and that the contract will prohibit the Highlands Industrial Turbine Service, Inc. from making any reportable contributions through the term of the contract; and

**WHEREAS**, the Authority has Funds available in retained earnings for 2015 small capital projects; and

**WHEREAS**, in compliance with the provisions of N.J.S.A. 19:44A-20.26 Highlands Industrial Turbine Service, Inc. and the Stony Brook Regional Sewerage Authority shall enter into a contract by purchase order on or after August 30, 2015 (ten days from receipt of Business Entity Disclosure Certification); and

**NOW THEREFORE, BE IT RESOLVED** that the Stony Brook Regional Sewerage Authority shall enter into a contract by purchase order with Highlands Industrial Turbine Service, Inc.; and,

**BE IT FURTHER RESOLVED** that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this resolution.

Recorded Vote:	AYE	NO	ABSTAIN	ABSENT
Robert A. Bartolini	X			
Harry Compton	X			
Gale D. Downey	X			
David A. Goldfarb	X			
C. Schuyler Morehouse	X			
Bharat Patel				X

Contract 14-6 Wireless Fire Alarm Communication System

Ms. Pchola indicated that the communication issue at the River Road site reported last month has been resolved. The final inspection by the Princeton Construction Department took place on August 24, 2015. The system has been placed in operation.

Contract 15-1 Scrubber Procurement

Ms. Pchola reported that as discussed at last month's Board meeting, during the installation of Scrubber No.1 staff noted an alignment problem of the internal components within the venturi section of the scrubber. EnviroCare Inc. (ECI) was contacted and reviewed the issue. ECI attributed the alignment problem to an error in the fabrication process. ECI developed a fix for the misalignment and arranged for a local fabrication shop to implement the fix. During the weeks of August 10th and August 17th, BR Welding completed the repair to both scrubber units at no additional cost to the Authority.

Contract 15-2, Scrubber Installation

Ms. Pchola reported that as of Pay Estimate No. 4 this project is approximately 27% complete. Over the past reporting period Centerpoint Associates, Inc. (CPA) completed welding the scrubber sections together, continued the installation of the high pressure and low pressure scrubber water supply piping, began the piping modifications to the existing sodium hydroxide (NaOH) system, installed the ECI supplied pump skid, and took delivery of four (4) VFD's, and two (2) low pressure scrubber water supply pumps.

Ms. Pchola indicated that in addition, CPA began excavating for the tie-in of the 20-inch secondary effluent (SE) line and the 20-inch final effluent (FE) line. While excavating to expose the two lines it was discovered that an existing electrical ductbank is running over top and in line with the 20-inch SE line. In order to avoid this conflict, two additional locations were considered for the tie-in point, each with its own pros and cons. Further excavation at the original tie-in location, which is the preferred location, determined that adequate clearance can be achieved between the bottom of the ductbank and the top of the SE line. The current plan is for the Contractor to continue to excavate and install the tie-in at the original location. It is anticipated that Centerpoint Associates will submit a proposed change order request for additional costs associated with the excavation.

#### Instrument Air Compressor Replacement

Ms. Pchola reported that AECOM is in the process of finalizing the design and bid documents. Once completed, AECOM will forward the draft documents for staff review and comment.

#### MA Effluent Channel Mixers

Ms. Pchola indicated that Kleinfelder continues the preliminary design work for this project. SBRSA has been providing additional information as it is requested.

#### Pavement Replacement

Ms. Pchola indicated that staff contacted the contractor on August 19, 2015. R.T. Barrett indicated that the paving work to the entrance of the South Brunswick Pumping Station will be completed during the first week in September.

#### Process Control/SCADA

Ms. Pchola indicated that staff received two quotations for the Performance Specification Test (PST) protocol and the required certification testing for the new carbon monoxide analyzers. A purchase order will be issued to the testing firm with the lowest quote, PACE Environmental and the vendor will begin developing the PST protocol.

#### Information Technology

Ms. Pchola reported that the River Road SCADA upgrade screen development is now 100% complete. Staff is now developing Pennington and Hopewell screens and is 30% complete.

Ms. Pchola indicated that an order was placed for 10 new Dell desktop computers. These computers will enable staff to deploy the newly developed SCADA screens and also provide computers to the maintenance personnel for their use of the new maintenance management system (MPulse). This purchase was also the first step in an effort to standardize on one type of desktop computer which will improve the task of computer deployment as well as maintenance.

Ms. Pchola noted that staff continues to work with EMA on improving IT policies and procedures.

#### 524.12 Finance Report

##### Payment of Bills and Claims

Mr. Morehouse moved for approval Resolution 2015-45, for the payment of bills and claims in the amount of \$1,055,338.11 with two signatures instead of three. The motion was seconded by Dr. Downey and passed by a roll call vote of 5 to 0. Resolution 2015-45 follows.

#### **Resolution Regarding Payment of Bills and Claims**

#### **Resolution No. 2015-45**

**WHEREAS**, the Stony Brook Regional Sewerage Authority received certain claims against it by way of voucher, and

**WHEREAS**, the staff and Authority members have reviewed said claims,

**NOW, THEREFORE, BE IT RESOLVED** by Stony Brook Regional Sewerage Authority that these claims in the total amount of \$1,055,338.11 be approved for payment with checks bearing two authorized signatures instead of three authorized signatures.

<u>Recorded Vote:</u>	<u>AYE</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Robert A. Bartolini	X			
Harry Compton	X			
Gale D. Downey	X			
David A. Goldfarb	X			
C. Schuyler Morehouse	X			
Bharat Patel				X

##### Treasurer's Report

Mr. Neuhof reported that net income for the eight-month period ending July 31, 2015 is \$669,841. This represents a decrease of \$12,203 over the prior period. The Authority has total cash and investments of \$18,032,780 at an average interest rate of 0.19%. The current construction projects balance is \$18,421,142. Mr. Neuhof noted there are sufficient funds for these projects. The outstanding bond principal balance is \$23,649,523 and represents a decrease of \$684,336 due to a July principal payment. The New Jersey Cash Management Fund yield is 0.10%.

## Introduction of the 2016 Budget

Mr. Neuhof indicated that the Finance Committee met on August 19, 2015 to review the 2016 Authority budget. Mr. Neuhof then reviewed some of the highlights of the budget.

Mr. Neuhof reported that the total 2016 budget request is in the amount of \$14,941,101. This represents an increase of \$145,699 or 1.0% greater than the 2015 Budget.

Mr. Neuhof indicated that Total Operating Expenses are increasing by \$399,935 or 3.4%. Salaries are expected to increase by \$96,897 due to the addition of an Information Technology Manager. Regulatory Fees are increasing by \$104,311 due to a \$100,000 stack test to be in compliance with the new scrubber.

Mr. Neuhof indicated that electricity is anticipated to increase by \$86,184 or 4.4%. The Authority's current two-year contract for electricity will expire in May 2016. Mr. Neuhof noted that the Authority has already seen a 2.5% tariff increase. The Princeton-Stony Brook Regional Sewerage Authority Solar Initiative was not factored into this budget since completion of the project is anticipated at the end of 2016.

Mr. Neuhof reported that repairs on equipment will increase by \$78,192. Chemical costs are anticipated to increase by 10.6% or \$73,486 in the 2016 Budget due to increased usage of magnesium hydroxide to control pH and increased usage of odor control chemicals.

Mr. Neuhof indicated that there is no anticipated change in outside revenues in 2016 Budget.

Mr. Neuhof noted that the Authority plans to add \$425,000 to the Capital Plan for several small capital projects. This is a 50% decrease from the 2015 Budget amount of \$850,000.

Mr. Neuhof indicated that the Participants charge of \$12,372,101 will increase by \$145,699 or 1.2%. The Participants charge average increase over the past five (5) years was 0.5% and 1.5% over the past ten (10) years.

Mr. Neuhof then reviewed various charts, tables and graphs. Mr. Neuhof noted that the graph illustrates that the budget and the participants charge have remained relatively flat over the last several years.

Mr. Neuhof explained that debt service in 2006 was approximately \$4.0 million and in 2015 debt service is approximately \$2.1 million. Mr. Goldfarb asked if the reduction in debt service was due to lower spending or lower interest rates or both. Mr. Neuhof indicated that a significant amount of debt has been paid off, and several refunding bond issues also helped decrease the amount of debt service. Mr. Goldfarb commented that the use of retained earnings to fund capital projects should be reflected in the pie charts. Mr. Neuhof noted that fiscal year 2015 (November 30, 2015) is the final year of adding new debt service to the Project Debt Service. However, payment installments will continue through 2022.

### Future Facilities Improvements Plan

Ms. Pchola indicated that the 2015 Future Facilities Improvements Plan was reviewed by the Construction Committee and the Finance Committee. Ms. Pchola highlighted the changes from the previous year's plan.

Ms. Pchola reported that the Emergency Generator Project has gone out to bid and the cost estimate for the Project has decreased by \$3.0 million.

Ms. Pchola explained that initially SBRSA planned to replace the Schwing Pumps in two phases however, the first phase of the project was pushed back. Conducting the projects in two phases would have overlapping construction contracts/periods. As a result SBRSA has decided to include all the pumps into one contract providing savings in design and construction costs. A new revenue bond has been added for this project.

Ms. Pchola indicated that SBRSA has moved the Comminutor Project to 2017 until the grease issue in the Millstone Pump Station wetwell can be resolved.

Ms. Pchola reported that the assessment of the Force Main has been added to the 2015 Future Facilities Improvements Plan. An analysis and condition assessment is critical to determine SBRSA's risk of future pipe failure. This project's estimated capital cost is \$478,000.

Ms. Pchola indicated that SBRSA received final permits for both the Hopewell and the Pennington STPs and as a result moved the projects up on the schedule in the 2015 plan. Pennington will be funded from the existing 2004 bonds and Hopewell will likely be funded through the NJEIT.

Mr. Neuhof, referring to Table 3 of the Plan, noted that there are three major funding sources: Debt Service, Retained Earnings and 2004 Construction Funds. Under Retained Earnings, the current construction projects are listed along with the costs for each project. In an attempt to answer Mr. Goldfarb's question regarding Retained Earnings Mr. Neuhof explained that in 2015 SBRSA began the year with approximately \$11.0 million in retained earnings. The table illustrates the additions to retained earnings and the expenditures for these projects from retained earnings.

Mr. Goldfarb indicated that the pie charts should include all expenditures from retained earnings. This would provide a more realistic picture of capital project costs. A discussion regarding the budget and capital spending took place.

Mr. Neuhof then reviewed Table 4 showing the impact of changes in debt service and capital contributions and the Impact on Participant charges through 2020. Table 5 shows the impact on participant charge assuming a 2.5% annual increase in O&M expenditures in addition to the table 4 charges in debt service and capital contributions. The project annual increase from 2016 through 2020 range from 1.2% to 3.1%.

A discussion followed regarding the project debt service adjustment projections, projected flows and the 5 Year Capital Projects.

Monthly Sludge Business Analysis

Mr. Neuhof reported that net income for the month of July is \$99,983 and the cumulative net income is \$1,128,389. Gas usage for the month of June was 76,312 therms. The remaining simple payback for the RTO project is 2.15 years.

524.13 Personnel Report

The Personnel Report was provided for member information.

524.14 Correspondence

For information.

524.16 New Business

None.

524.17 Open to the Public

None.

524.18 And Such Other Issues as May Come Before the Board

None.

524.19 Executive Session

The Board entered into Executive Session at 9:07 pm to discuss Non-Union annual salary adjustments and a personnel issue on a motion by Dr. Downey, seconded by Mr. Goldfarb and passed by unanimous vote.

524.20 Return to Public Session

The Board returned from Executive Session at 10:12 pm and approved the Non-Union annual salary adjustments as per the attached spreadsheet that was presented to the Board during the Executive Session.

524.21 Adjournment

As there was no further business to come before the Board, the meeting was adjourned at 10:13 p.m. on a motion by Dr. Downey, seconded by Mr. Compton and passed by unanimous vote.

Respectfully Submitted,

John Kantorek  
Secretary

Recorded and Written by  
Patricia Carlino  
September 11, 2015

# **STONY BROOK REGIONAL SEWERAGE AUTHORITY**

## **BOARD RELATED ACTIVITIES**

## POWER PURCHASE AGREEMENT

This Power Purchase Agreement (this “**Agreement**”) is made and entered into as of September \_\_\_\_, 2015 (the “**Effective Date**”), by and among Geopeak Energy, LLC, a New Jersey limited liability company with its principal place of business located at 285 Davidson Avenue, Suite 101, Somerset, New Jersey 08873 (“**Supplier**” or “**Leasee**”), **Stony Brook Regional Sewerage Authority**, a public body corporate and politic of the State of New Jersey with its principal offices located at 290 River Road, Princeton, New Jersey, 08540 (“**Customer**”) and **Princeton**, a municipal body corporate and politic of the State of New Jersey, with its principal offices located at 400 Witherspoon Street, Princeton, New Jersey 08540 (“**Host**” or “**Leasor**”). Throughout this Agreement, Supplier, Customer and Host are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

**WHEREAS**, Host owns certain property formally utilized as a municipal land fill and now properly closed pursuant to New Jersey law, located at Block 1503 **Lot 2 and 4** and more fully described in **Exhibit “A”** attached hereto and made part hereof (the “**Project Site**”); and

**WHEREAS**, Customer owns certain property having a street address of 290 River Road, Princeton which is immediately adjacent to the Project Site upon which Customer operates a wastewater treatment facility (the “**Treatment Facility**”), which property is more specifically identified on **Exhibit “B”** attached hereto and made a part hereof (the “**Premises**”); and

**WHEREAS**, Host and Customer previously entered into a Shared Services Agreement, dated July 27, 2015, pursuant to which Host agreed to offer the use of the Project Site as a location for the construction of a solar renewable energy project intended to provide energy to the Treatment Facility; and

**WHEREAS**, in addition, under the Shared Services Agreement Host agreed to undertake and administer a competitive contracting procurement in accordance with the requirements of the Local Public Contracts Law, N.J.S.A. 40A:11.4.1(k); and

**WHEREAS**, Host issued a *Request for Proposals for a Solar Developer of Photovoltaic Systems on Lands Owned by Princeton and Serving Stony Brook Regional Sewerage Authority, Princeton, Mercer County, New Jersey*, dated May 8, 2015 (the “**RFP**”); and

**WHEREAS**, Host and Customer each selected Supplier as the Successful Respondent based upon Supplier’s proposal, dated June 12, 2015, as evidenced by the Resolutions of the respective entities in **Exhibit “C”** attached hereto and made a part hereof; and

**WHEREAS**, Customer desires to buy and Supplier desires to sell electricity produced by a solar energy generating system, as more fully described on **Exhibit “D”** attached hereto and made a part hereof (the “**System**”), that Supplier will finance, construct, install, own, operate and maintain at the Project Site.

**NOW THEREFORE**, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

## **ARTICLE I TERM & PROPERTY RIGHTS**

**1.1 Term.** The term of this Agreement will commence on the Effective Date and continue for 15 years after the Commercial Operation Date (as defined below) (the “**Initial Term**”), unless and until terminated earlier pursuant to the terms of this Agreement. If then legally permissible, the Agreement may be renewed at Customer’s option for one additional renewal term (the “**Renewal Term**”) of five (5) years, if Customer gives notice to the Supplier in writing at least 180 days before expiration of the Initial Term that it intends to so renew and Supplier is able to extend its Lease Agreement with Host as referenced in Section 1.2(b). The Initial Term and the Renewal Term, if any, are together the (“**Term**”). Notwithstanding any contrary term or provision contained herein, this Agreement shall be co-terminus with the Lease Agreement, such that the Term of this Agreement shall expire or terminate simultaneously with the term of the Lease Agreement

**1.2 Access.** (a) Customer hereby grants to Supplier a non-exclusive license (i) to access the Premises (the “**License**”) to construct, install, own, operate and maintain that portion of the System to be located on the Premises as depicted in **Exhibits A and B**, (ii) to the extent necessary, to make such modifications to the building and the grounds upon Customer’s approval, which shall not be unreasonably withheld, so as to run wires and conduits from the System to the electrical panel and other areas on the Premises as are required or appropriate for the installation, operation, maintenance, improvement, replacement and removal of the System, and (iii) for the duration of the Term, to use and occupy such other areas of the Premises, preapproved by Customer, such approval not to be unreasonably withheld, conditioned or delayed, from time to time as are reasonably necessary or appropriate for Supplier (including Supplier’s affiliates and subcontractors, if any) to provide Customer with the electricity from the System. The Parties agree that, none of the Customer or Host, any of their respective affiliates, contractors, subcontractors or any agents, employees or volunteers thereof, or any other person shall access the System without the prior consent of Supplier unless such access is due to an emergency.

(b) The Parties acknowledge that the Supplier and the Host are entering into a lease agreement, dated the same date as this Agreement, which, among other things will govern the Supplier’s use of the Project Site (the “**Lease Agreement**”). The Parties further acknowledge that the Lease Agreement is integral to this Agreement. A copy of the Lease Agreement is attached hereto and made a part hereof as **Exhibit “E”**.

(c) If requested by any lender, lessor or other source of financing for the System the Parties shall execute and record a commercially reasonable form of notice of license.

**1.3 Disposition of System at End of Term.** At the end of the Initial Term, or at the end of the Renewal Term, if any, Customer shall have the option, at Customer’s sole

discretion, to purchase the System at “**Fair Market Value**” or have the Supplier remove the System at no cost to the Customer. If Customer chooses to purchase the System, it must notify Supplier of its exercise of such option no later than the date that is one hundred twenty (120) days prior to the end of the Term. Unless Supplier and Customer can agree upon the amount of the Fair Market Value within thirty (30) days of Customer’s exercise of its option, the Fair Market Value shall be determined by an appraisal by an appraiser mutually acceptable to Supplier and Customer, the cost of which appraisal shall be equally shared by Supplier and Customer. The closing of the purchase and sale of the System shall take place on a date mutually acceptable to the Supplier and Customer, which date shall not be later than the last day of the Term. At the closing: (i) the Customer shall pay to the Supplier the Fair Market Value, and (ii) the Supplier shall execute and deliver all documents necessary to (A) cause all of the Supplier’s right, title, and interests in and to the System to pass to Customer, free and clear of any liens and encumbrances and (B) assign all warranties for the System to the Customer, provided, however, that the Supplier shall have no obligation to provide any personal warranties with respect to the condition or continued operation of the System, it being agreed that the System shall be delivered in its then “as-is, where-is” condition, without representation or warranty of any kind. If the System is purchased by Customer prior to the expiration or earlier termination of the Lease Agreement, the Supplier shall, subject to the terms of the Lease Agreement, transfer, along with the System, to Customer its leasehold interest in the Project Site. In the event Customer does not exercise its option to purchase the System, Supplier shall remove the System from the Premises within one-hundred and eighty (180) days of the conclusion of the Term. In connection with such removal, Supplier shall perform all work in a good and workmanlike manner, be responsible for any damage to the Premises as a result of its work during the removal process, and will return the Premises as nearly as practical to its condition at the time of the installation of the System, except for ordinary wear and tear.

**1.4 Supplier Termination Rights.** In addition to those termination rights provided elsewhere in this Agreement, should any of the following occur, Supplier shall have the right to terminate this Agreement:

(a) An unstayed order of a court or administrative agency having the effect of subjecting the sale of electricity from the System to federal or State regulation of prices and/or service; or

(b) Elimination or alteration of one or more Environmental Attributes or Environmental Incentives or other change in law, rule or regulation that results in a material adverse effect on Supplier or the terms of this Agreement; or

(c) Prior to physical construction commencement, Supplier, in its sole discretion, determines that due to site conditions, including without limitation any Environmental Condition other than the fact that the Project Site is a properly closed municipal landfill, Supplier in its sole discretion determines the project should not be built at the Premises.

Upon the occurrence of an event described in this Section 1.4, Supplier shall have the right, but not the obligation, to discuss with Customer an increase to the rates and charges payable hereunder on mutually agreeable terms for unforeseen project costs

(costs not known or not reasonably ascertainable upon the Effective Date), which may include an increase relating to electrical interconnection costs as set forth in **Exhibit G**. The Parties agree that upon Supplier's exercise of its negotiation right, they shall hold discussions in good faith for a period not to exceed ninety (90) days from the date of the event, however, Customer shall not have an affirmative obligation to agree to any increase to the rates and charges. If at the end of said period the Parties have not agreed upon new terms, or Supplier does not elect to exercise this negotiation right, Supplier shall have the right but not the obligation to terminate this Agreement, upon thirty (30) days written notice to Customer. Supplier's rights under this Section 1.4 shall be exercised by providing written notice to Customer of its exercise thereof within thirty (30) days of the occurrence of the event. Where Supplier terminates this Agreement pursuant to this Section 1.4, the Parties shall have no further liability hereunder, except for any such amounts, if any, then due and owing under this Agreement and compliance with Section 1.3 above.

**1.5 Customer Termination Rights.** In addition to those termination rights provided elsewhere in this Agreement, Customer shall have the right to terminate this Agreement should any of the following occur:

(a) Failure of Supplier to obtain all permits and approvals necessary to construct the System on the Premises and the Project Site and to generate SRECs (collectively the "**Project Construction Approvals**"), including, without limitation, a landfill disturbance permit, an acceptable Interconnection Agreement and initial approval (which is not "Conditional Approval") from the New Jersey Office of Clean Energy ("**NJOCE**") of an SREC Registration Program ("**SRP**") application for the System, within two hundred and seventy-five (275) days of the Effective Date.

(b(a) Failure of Supplier to begin substantive physical construction on the Project Site or Premises within sixty (60) days from the date Supplier obtains the last of the Project Approvals.

(b) Failure of Supplier to achieve the Commercial Operation Date as defined in Section 2.3 within three hundred and sixty five (365) days from the Effective Date of this Agreement, provided any such delay is not due to the actions or inactions of the local electric utility, Customer, Host, any third party under Customer's or Host's control, or any Force Majeure Event.

Upon the occurrence of an event described in this Section 1.5, Customer shall have the right but not the obligation to discuss with Supplier a modification to the rates and charges payable hereunder on mutually agreeable terms. The Parties agree that upon Customer's exercise of its negotiation right, they shall hold discussions in good faith for a period not to exceed ninety (90) days, however, Supplier shall not have an affirmative obligation to agree to any modification to the rates and charges. If at the end of said period the Parties have not agreed upon new terms, or Customer does not elect to exercise this negotiation right, Customer shall have the right but not the obligation to terminate this Agreement, upon thirty (30) days written notice to Supplier. Customer's rights under this Section 1.5 shall be exercised by providing written notice to Supplier of

its exercise thereof within thirty (30) days of the occurrence of the event. Where Customer terminates this Agreement pursuant to this Section 1.5, and the Parties shall have no further liability hereunder, except for any such amounts, if any, then due and owing under this Agreement and compliance with Section 1.3 above.

### **1.7 Early Termination.**

(a) Where this Agreement is terminated due to Customer Default or a Host Default, Customer, or Host, depending upon which Party has caused the default, shall purchase the System for the Termination Fee, as defined below, from Supplier, and Supplier shall then transfer title to the System, along with all documentation, manuals, licenses, and remaining warranties, free and clear of other encumbrances in its then “as-is” condition, and assign the Lease Agreement to Customer. The “**Termination Fee**” shall be an amount equal to all costs, expenses and losses incurred by Supplier as a result of such termination, including, without limitation, the cost of dismantling the System (if required); the Lost Revenues, as defined in Section 5.5; and an amount equal to the lost tax credits and tax savings that Supplier (and any equity participant in Supplier) would have received during the remainder of the Term as a result of the operation of the System at the Premises, and any tax recapture penalties that Supplier may incur as a result of the termination. Upon Customer's payment of the Termination Fee, all of Supplier's right, title and interests in and to, and warranties for, and the Lease Agreement concerning the System shall pass to Customer without representation and warranty, of any kind, along with all documentation, manuals, licenses, and remaining warranties, free and clear of any liens and encumbrances, and this Agreement shall terminate.

(b) Upon early termination of this Agreement pursuant to Section 1.4, 1.5 or 2.4, or due to Force Majeure Event, title to the System shall remain with Supplier, and Supplier will remove the System within one hundred eighty (180) days of said termination, at Supplier's sole expense, and Customer grants to Supplier continuing access to the Premises for such purpose. In connection with such removal, Supplier shall perform all work in a good and workmanlike manner, be responsible for any damage to the Premises and Project Site as a result of its work during the removal process, and will return the Premises and Project Site as nearly as practical to its condition at the time of the installation of the System, except for ordinary wear and tear.

**1.8 Project Development Costs.** Supplier shall pay to Host an amount equal to \$200,000, which amount represents the Host's Project Development Costs as set forth in the RFP, including, but not limited to, construction and other management services as required by this Agreement, the RFP, Host, and Customer to achieve the Commercial Operation Date. Supplier shall pay the Project Development Costs to Host in the following manner (1) \$100,000 payable to Host at the time of execution of this Agreement; and (2) \$100,000 payable to Host upon receipt of all permits and approvals necessary to construct the System and prior to initiating any construction related activities on the Premises or the Project Site. These payments, once made by Supplier, shall be nonrefundable.

## **ARTICLE 2 CONSTRUCTION & INSTALLATION OF SYSTEM**

**2.1. Condition of the Premises Prior to Installation.** Customer represents and warrants to Supplier, as of the Effective Date, that the Premises is suitable for the installation, construction and operation of the System and that to the best of Customer's knowledge there are no known site conditions, including but not limited to any Environmental Conditions, as defined below, or construction requirements that would increase the cost of installing the System at the planned location on the Premises. Customer also represents and warrants to Supplier that it has provided Supplier with any and all information in its custody and/or control regarding the condition of the Premises, including any Environmental Conditions. Prior to execution of this Agreement, the Supplier will inspect the Premises with the Customer to gauge the level of ground excavation required, fencing perimeters, access road requirements, tree and vegetation removal, and any minor demolition and or removal of pre-existing and defunct structures. Without limiting the foregoing, the Parties agree that Supplier's inspection of the Premises may include taking and analyzing soil borings and samples of groundwater and surface water, structural and physical inspections/assessments, feasibility and other site assessment studies and other invasive and non-invasive testing, that may be required, in Supplier's sole discretion, to determine the suitability of the Premises for the installation and operation of the System.

**2.2. Approvals & Cooperation.** Customer and Host shall cooperate, at its sole reasonable cost and expense (a) diligently execute documents reasonably requested by Supplier: (i) assist Supplier in obtaining all Required Approvals, as defined below, for the installation, construction, operation and maintenance of the System; and (ii) as necessary to obtain for its own benefit, all rebates or subsidiaries made available in connection with the installation and operation of the System; and (b) not take any actions that would unreasonably delay the construction and installation of the System. Such Customer and Host cooperation does not include licensed professional services such as Engineering or Legal Services. Both Parties acknowledge that Customer and Host will be authorizing permits and Interconnection applications, for which Supplier shall be responsible for the direct payments, and any ancillary costs thereof.

**2.3. Completion Notices.** When installation of the System is complete and all Required Approvals for operation of the System have been obtained by Supplier, Supplier will provide a certificate to Customer and Host confirming that the System is capable of generating electricity (the "**Interconnection Notice**"). The commercial operation of the System will commence on the date specified in the Interconnection Notice for the System (the "**Commercial Operation Date**"). Within fifteen (15) days of receipt of the Interconnection Notice, Customer and Host shall provide Supplier with a list of any Project Site or Premises site condition-related items that resulted from the construction of the System and/or the activities of Supplier and that Customer and Host believe the Supplier needs to address (the "**Site Condition List**"). Supplier shall address all items included in the Site Condition List within thirty (30) days or request a meeting with Host and Customer to address any concerns Supplier has with any items included on the Site Condition List. The Parties agree that the Site Condition List shall

have no effect on the System being considered “ready for its intended use”, as that term is interpreted and/or defined by the Internal Revenue Service.

**2.4. Supplier’s Condition Precedent.** The obligations of Supplier under this Agreement to construct, install, maintain and operate the System and to sell electricity generated thereby shall be conditioned on the occurrence of all of the following conditions:

- (a) Host and Supplier shall have entered into a Lease Agreement;
- (b) Customer shall have provided evidence of the insurance coverages required in Article 16;
- (c) Supplier shall have obtained the permits, licenses or other third-party approvals, including any and all required approvals, contracts, agreements, consents, ratifications, waivers, exceptions, exemptions and authorizations from any federal, State, or local governmental authority or other third parties (“**Required Approvals**”) required to be obtained for Supplier to construct, install, maintain and operate the System and to sell and deliver electricity, in each case without condition or with conditions in form and substance acceptable to Supplier in its sole discretion, including, without limitation, all agreements and approved applications required from the local electric utility performing distribution services for the Customer (the “Utility”), and PJM Interconnection (“**PJM**”) if applicable, for the System to be interconnected to the distribution grid (the “**Interconnection Agreement**”), and for “net metering” with Customer designated as the “customer generator” for the System, and/or other documentation necessary to perfect Supplier’s construction, installation, and operation of the System in accordance with this Agreement, where the terms “net metering” and “customer generator” shall have the meaning ascribed to them in N.J.A.C. § 14:8-1.2 and 14:8-4.2 respectively;
- (d) Supplier has received all documentation that Supplier requests to be delivered by the Customer as required by this Agreement;
- (e) The representations, covenants and warranties of Customer set forth in this Agreement shall be true and correct in all material respects as of the date that all conditions precedent set forth in this Article 2 have been satisfied.

Should any of the foregoing conditions not be met, Supplier has the unilateral right to terminate this Agreement upon notice to the Customer by a date that is 275 days from the Effective Date with no further liability to the Customer hereunder, except, in the case where the installation work has been initiated, Supplier shall comply with Section 1.3 above.

### **ARTICLE 3 OWNERSHIP**

**3.1. Title to System.** Notwithstanding the System's presence on the Premises and the Project Site and method of attachment thereto, during the Term, Supplier shall own the System, and Supplier shall at all times retain title to and be the legal and beneficial owner of the System, which System shall at all times retain the legal status of personal property of Supplier as defined under Article 9 of the Uniform Commercial Code. In any event, Supplier, in its sole discretion, shall be entitled to file one or more precautionary financing statements, including fixture filings in such jurisdictions as it deems appropriate with respect to the System in order to protect its rights therein. Neither Customer or Host nor any person claiming by, through or under Customer or Host, shall have any rights in or to the System at any time during the Term, and Customer shall not take a position on any tax return or in other filings suggesting that it is anything other than a purchaser of electricity from the System. In this regard, the Parties intend this Agreement to be treated as a "service contract" within the meaning of section 7701(e)(3) of the Internal Revenue Code. Customer and Host each acknowledge and agree that Supplier may, in its sole discretion, grant or cause to be granted to a lender(s) a security interest in the System, and that Customer and/or Host, upon receipt of written notice from Supplier of the identity of any such lender, shall expressly disclaim and waive any rights it may have in the System, at any time and from time to time, in written form of content acceptable to Supplier.

**3.2. No Liens.** Customer and Host shall not cause or permit any liens or other encumbrances to be placed against the System or any interest therein arising from the action or inaction of Customer or Host, as the case may be. If any such lien or encumbrance attaches, Customer shall cause the same to be removed within thirty (30) days of notification thereof by posting a bond, payment or otherwise. Should Customer and/or Host fail to remove such lien or encumbrance within such period, Supplier, at its sole discretion, may cause the same to be removed and charge to Customer or Host, as the case may be, any costs and expenses incurred by Supplier in so doing.

Supplier shall not cause or permit any liens or other encumbrances to be placed against the Premises or the Project Site or any interest therein arising from the action or inaction of the Supplier. If any such lien or encumbrance attaches, Supplier shall cause the same to be removed within thirty (30) days of notification thereof by posting a bond, payment or otherwise. Should Supplier fail to remove such lien or encumbrance within such period, Customer or Host, as the case may be, at its respective sole discretion, may cause the same to be removed and charge to Supplier any costs and expenses incurred by Customer or Host, as the case may be, in so doing.

## **ARTICLE 4 SALE OF ELECTRICITY**

**4.1. Sale & Purchase of Electricity.** Customer shall purchase the entire available net electrical output of the System during the Term, up to the available output of the System, in accordance with the rate schedule set forth in **Exhibit “F.1”** attached hereto and made a part hereof (the “PPA Rate”).

**4.2 Attributes & Incentives.** Customer’s purchase of electricity pursuant to this Agreement does not include any entitlement to Environmental Attributes or Environmental Incentives or any other grants, rebates, incentive payments, credits or other attributes of development, ownership or operation of the System (“Attributes & Incentives”) that are or may become available, all of which will be retained by, and may be used or disposed of by, Supplier in its Sole discretion. The term “Environmental Attributes” means the characteristics of electric power generation that have intrinsic value, separate and apart from the electricity itself, arising from perceived environmental benefits, including but not limited to any and all environmental attributes that differentiate the System or the electricity produced thereby from energy produced by conventional or fossil-fuel-based sources, fuels or resources, the characteristics of the System that may result in the avoidance of environmental impacts on air, soil or water, such as any avoided emissions of pollutants to the air, soil, or water such as sulfur oxides (SOx), nitrogen oxides, carbon monoxide, mercury and other pollutants, any avoided emissions of carbon dioxide, methane and other greenhouse gases that have been determined by the United Nations Intergovernmental Panel on Climate Change to contribute to the actual or potential threat of altering the Earth’s climate by trapping heat in the atmosphere, or the compliance of an energy source with the law, rules and standards of the United Nations Framework Convention on Climate Change, the Kyoto Protocol, the Clean Markets division of the Environmental Protection Agency or its successor, or any other state or federal entity given jurisdiction over a program involving the transferability of rights arising from perceived or actual environmental benefits. The term “Environmental Incentives” means all rights, credits, rebates, incentives, accelerated depreciation, bonus depreciation, benefits, reductions, offsets and allowances and entitlements of any kind, howsoever named, whether arising from the Environmental Attributes of the System or the electricity produced thereby, or otherwise arising from the development, installation, operation or ownership of the System or the production, sale, purchase, consumption or use of the electricity produced thereby that are available now or in the future. Without limiting the foregoing Environmental Incentives shall include renewable energy credits or certificates, including carbon trading credits, solar renewable energy credits, portfolio energy credits, the right to apply for and entitlement to receive incentives under any demand-side management or energy efficiency programs offered by a utility company, a third-party provider or any incentive programs offered and the right to claim income tax credits and other tax benefits under Sections 45 or 48 of the Internal Revenue Code or any state or local income tax deductions or credits. Customer shall cooperate with and assist Supplier to the extent necessary for Supplier to obtain, use and report all Attributes and Incentives that are or may become available.

### **4.3. Metering.**

(a) Utility Meter. Customer acknowledges and understands that the System is installed behind the current Utility meter (the “**Utility Meter**”) and that the Utility Meter remaining “live” is critical to the proper operation of the System. Customer represents that the Utility Meter is currently held with the Utility in its name. Customer agrees to maintain the account with the Utility to ensure that the Utility Meter remains “live”. Failure of the Utility Meter to remain “live” such that the System may continue to operate and deliver electricity shall be a Customer Default.

(b) System Meter. Supplier will install and maintain a commercially available revenue grade interval data-recording meter (the “**System Meter**”) for measuring the quantity of electricity provided by the System. Supplier shall maintain all interval metering data and, shall provide Customer and Host with a report of the System’s metered energy, as read and collected on a monthly basis, and represented in quantities by hourly interval, within fourteen (14) business days after the last day of the preceding calendar quarter. Should any Party believe that there has been a System Meter inaccuracy, such Party shall immediately notify the other Parties. Following receipt of such notice, Supplier shall test the accuracy of the System Meter within five (5) Business Days (Business Day excludes weekends and holidays). If testing performed by Supplier reveals that the System Meter was inaccurate by more than two percent (2.0%), then the Parties shall estimate the amount of necessary adjustment on the basis of deliveries of electricity provided by the system during periods of similar operating conditions when the System Meter was registering accurately. The adjustment shall be made for the period in which the inaccurate measurements were made. Should such period of inaccuracy be unknown, then the invoices covering the period of time since the last time the System Meter was tested shall be adjusted for the amount of the inaccuracy, on the assumption that the inaccuracy persisted during one half of such period (but in no event more than one (1) year). If testing performed by Supplier reveals that the System Meter was inaccurate by less than two percent (2%), Customer shall reimburse to Supplier the reasonable cost of such test within ten (10) days of demand.

**4.4. Risk of Loss.** Supplier will have exclusive control over the System and shall bear the risk of loss of the electricity up to, but excluding, the point at which the System is interconnected to Customer’s Treatment Facility (the “Interconnection Point”), and the Customer will be in exclusive control and shall bear the risk of loss of electricity at and after the Interconnection Point.

**4.5. Payment.** Supplier will invoice Customer for the electricity produced by the System on a monthly basis at the PPA Rate, and Customer will pay such invoices within thirty (30) days of receipt. Any bill not paid within this period shall accrue interest daily at the lesser of either (i) an annual rate of 2% over the Prime Rate of Interest published in the Wall Street Journal, or (ii) the maximum rate of interest permitted by law.

**4.6. Anticipated Output Performance and Minimum Guaranteed Output.** Supplier has estimated that the System will deliver the expected performance output as indicated on **Exhibit “F.2”** (“Anticipated Output”). Customer acknowledges and understands that the Anticipated Output may be reduced by an annual degradation factor as described on **Exhibit “F.2”** every year that the System is in operation for the Term, as well as to account for actual weather conditions and actual solar insolation. Customer and Supplier also acknowledge that the System Anticipated Output and System size may change as planning and engineering is completed on the System, and the final expected Anticipated Output and System size will be determined by such planning and engineering.

Based on the final System size, in the event the System, as adjusted for weather conditions and actual solar insolation, produces less than the Minimum Guaranteed Output as set forth in **Exhibit “F.2”** during any applicable three (3) year Measuring Period, and such discrepancy is not due to the actions or inactions of Customer or Host, or Force Majeure, Supplier shall pay Customer a “Lost Savings Payment”. The Lost Savings Payment shall be calculated as follows:

$$\text{Lost Savings Payment} = (\text{MGO} - \text{AE} - \text{ED} - \text{E}) \times \text{RV}$$

MGO = Minimum Guaranteed Output, as measured in total kWh, as set forth in **Exhibit F.2**.

ED = any Excusable Disconnection, as measured in total kWh.

E = any Emergency Disconnection, as measured in total kWh.

AE = Actual electricity, as measured in kWh, delivered by the System during such Measuring Period.

$$\text{RV} = (\text{ATP} - \text{PPA Rate})$$

ATP = Average tariff price, measured in \$/kWh, for the Measuring Period paid by Customer for electricity to the Treatment Facility. The price is determined by dividing the total cost for delivered electricity paid to the electric utility during the Measuring Period by the total amount of electricity actually delivered by the electric utility to the Treatment Facility.

PPA Rate = The PPA Price in effect for the Measuring Period.

A Measuring Period shall be each three (3) year period during the term. For example, the first Measuring Period shall commence on the Commercial Operation Date and end on the day before the third anniversary of the Commercial Operation Date, and the second measuring period shall commencement of the third anniversary of the Commercial Operation Date and end the day before the sixth anniversary of the Commercial Operation Date. Supplier shall pay any Lost Energy Savings due within sixty (60) days of the conclusion of the applicable Measuring Period.

In any event, should system output fall below the Minimum Guaranteed Output for any month during the Term, Supplier shall investigate and implement a plan in an attempt to ensure the System generated Minimum Guaranteed Output. The cost of such repairs shall be borne by Supplier, unless the cause of such underperformance is due to the negligent or willful actions or inactions of Customer or Host and/or any third party under their respective control, or a breach by Customer or Host of this Agreement, in which event the cost of such repairs shall be reimbursed to Supplier by the offending party within thirty (30) days of demand.

**4.7. Limitations.** Customer acknowledges that Supplier deliveries of electricity under this Agreement may not satisfy Customer's entire electric energy requirements. In the event that is the case, Customer may produce, procure or otherwise arrange for additional supplies of electricity, and as between Supplier and Customer, Customer shall be solely responsible for any rates, charges, fees, expenses or assessments imposed or caused by suppliers, distributors, and transporters of such electricity or any other parties with respect to such supplies of electricity from third parties. In the event that Customers' requirements for electricity or other electric service change in any manner after the Effective Date, Customer shall have the sole cost and operational responsibility for any installation of or modifications to equipment on Customer's side of the Interconnection Point that may be required to produce, procure or arrange for such changes, and shall perform such installation or modifications in a manner that will not result in interference with or discontinuance of Supplier's operation of the System and delivery of electricity to Customer; provided, however, in no event shall Supplier be required to materially change or materially modify the System or any element thereof or to permit any material change or material modification to the System by Customer or others. Subject to the foregoing, Supplier shall reasonably cooperate with Customer in any of Customer's discussions or other communications with such third party suppliers, distributors, and transporters of electric energy, and in the performance of any installation or modification of equipment on the Customer's side of the Interconnection Point. Supplier shall have no liability whatsoever to Customer with respect to the rates, charges, fees, expenses or assessment imposed or caused by such third parties. Customer further acknowledges that Supplier shall have no obligation under this Agreement to (i) provide Customer with an uninterrupted supply of electricity or (ii) schedule deliveries of electricity to Customer, with the exception that Supplier will deliver all generated electricity to Customer as outlined in Article 4.1 of this Agreement

## **ARTICLE 5 OPERATIONS AND MAINTENANCE**

**5.1. O&M Services.** Supplier will be responsible for performing or causing to be performed all operation, repair, replacement and maintenance of the System (“O&M”). In the event that a repair or replacement is due to the actions or inactions of Customer, Host or any third party under their respective control, Supplier will charge said Party for the costs associated with same, and said Party shall, at its sole election, either pay such costs in a single lump sum or twelve (12) equal monthly installments over the next twelve (12) months.

**5.2. Notifications of Malfunctions and Emergencies.** Each Party will notify the other Parties within twenty-four (24) hours after the discovery of any material malfunction of the System or interruption in the supply of electricity from the System (a “**System Emergency**”). Each Party will (a) designate and advise the other Parties of personnel to be notified in the event of a System Emergency and (b) establish procedures so that notice of a System Emergency can be provided at all times, 24 hours a day, including weekends and holidays. During the Term, Customer shall not disconnect the System, and Supplier shall not have any obligation to disconnect the system, subject to Section 5.4 below.

**5.3. Correction of System Emergency.** Supplier shall respond to all System Emergencies within twenty-four (24) hours. Supplier will correct, or cause to be corrected, the conditions that caused the System Emergency as soon as reasonably possible after the earlier of receiving notice from the Customer and/or Host or upon discovery of the System Emergency by Supplier.

**5.4. Emergency Disconnection.** Notwithstanding anything to the contrary set forth in this Agreement, Customer or Host shall only disconnect a System if, in Customer’s or Host’s reasonable judgment, immediate disconnection is required to prevent significant impairment, damage or loss of life, health, property or essential public services (an “**Emergency**”); provided that Customer or Host, as the case may be, shall give notice to Supplier of any such Emergency disconnection no later than four (4) hours after the System is disconnected, if practical. The duration of any Emergency disconnection by Customer or Host pursuant to this Section 6.4 shall be no longer than reasonably necessary to address the exigent circumstances that required such disconnection, and if practicable shall not exceed seventy-two (72) day-light hours in the aggregate during any period of one-hundred and twenty (120) consecutive days. The Parties agree that only Supplier or an agent designated by Supplier will be authorized to reconnect the System after the System is disconnected pursuant to this Section 5.4.

**5.5. Continued Disconnection.** If, (i) any System is disconnected due to System Emergency or an Excusable Disconnection under Section 11.1(b), and (ii) the period of disconnection exceeds seventy-two (72) day-light hours during any period of one hundred and twenty (120) consecutive days in the case of an Emergency Disconnection (the “**Emergency Disconnection Grace Period**”) or exceeds seventy-two (72) day-light hours during any period of three hundred and sixty five (365)

days in the case of an Excusable Disconnection (the “**Excusable Disconnection Grace Period**”) , Customer or Host, as the case may be, shall pay to Supplier during such period(s) of disconnection, Lost Revenues for the time frame by which said disconnection exceeds the Emergency Disconnection Grace Period or Excusable Disconnection Grace Period, as the case may be. “**Lost Revenues**” shall be all revenue lost due to the shutdown of the System, including the value of electricity and Attributes and Incentives not produced during the shutdown, including without limitation solar renewable energy certificates (“**SRECs**”). The value of SRECs shall be determined based on current spot market pricing or contracted rates at the time of disconnection or curtailment, depending upon how the Supplier is selling SRECs at that time. The value of SRECs in the event of termination of this Agreement shall be based upon the future expected value determined by a neutral third party jointly selected by the Supplier and the Customer or Host and (b) electric revenue shall be equal to the average monthly amount payable by Customer (prorated as appropriate) for electricity generated by such System during the applicable month(s) of the previous year (i.e. January to January or June to June) provided the System was operating properly during the applicable month(s) of the previous year. If the System was not operating properly during the applicable months of the previous year, the electric revenue shall be equal to the average monthly amount payable by Customer for the twelve (12) months immediately preceding a disconnection, curtailment or shutdown, or for the entire period the disconnected or shutdown System has been in operation if the period preceding such disconnection is less than twelve (12) months.

## **ARTICLE 6 GENERAL COVENANTS**

**6.1. Supplier’s Covenants.** In addition to the other covenants made by Supplier in this Agreement, as a material inducement to Customer’s execution and delivery of this Agreement, Supplier covenants and agrees to the following:

(a) Condition of System. Supplier will take all actions reasonably necessary to insure that the System is capable of providing the Expected Performance Output, subject to sound engineering principles and subject to the Supplier’s obligation to pay the Customer a Lost Savings payment in the event the Supplier fails to provide the Customer with the Minimum Guaranteed Output all as set forth in Section 4.6, above.

(b) Health and Safety, Legal Requirements. Supplier will take all necessary and reasonable safety precautions with respect to all work in connection with the installation, operation and maintenance of the System and will comply with all applicable laws pertaining to the health and safety of persons, the environment and real and personal property.

(c) Movement of System. In the event any portion of the System needs to be temporarily removed to enable Customer or Host to perform necessary

maintenance to its property the Premises or the Project Site, Host or Customer, as the case may be, shall provide no less than thirty (30) days advance notice to Supplier. Supplier will remove the requested portion of the system, at the sole cost and expense of the requesting party. The System shall be reinstalled as soon as reasonably possible, at the sole cost and expense of the requesting party. Further, the requesting party shall provide a secure location for Supplier to store the removed equipment, at the requesting party's sole cost and expense. In addition, the requesting party shall pay to Supplier Lost Revenues for the period the System, or any portion thereof, is not operating pursuant to the terms of this Section 6.1(c). For the avoidance of all doubt, this Section 6.1(c) shall be read in concert with Sections 5.4, 5.5 and 11.1(b) such that Customer or Host, as the case may be, shall only be required to pay Supplier for Lost Revenues for that period of time that exceeds the Excusable Disconnection Grace Period or Emergency Disconnection Grace Period, respectively. All amounts due Supplier hereunder shall be paid within thirty (30) days of demand.

**6.2. Customer's and Host's Covenants.** In addition to the other covenants made by Customer and Host in this Agreement, as a material inducement to Supplier's execution and delivery of the Agreement, Customer and Host each covenants and agrees as follows:

(a) **Interference with System.** Customer and Host will take all actions reasonably necessary to insure that it does not unreasonably interfere with the System's operation, including, without limitation, compliance with Article 12, below.

(b) **Health and Safety, Legal Requirements.** Customer and Host will at all times maintain the Premises and the Project Site, respectively, consistent with all applicable laws pertaining to the health of safety of persons, the environment and real and personal property.

(c) **Security.** Customer and Host will take all necessary actions to ensure that their respective property is secure, including monitoring the Premises and the Project Site, respectively, so as to ensure that the System is not vandalized or impermissibly altered. For the avoidance of all doubt, Supplier shall be solely responsible for the security of the System.

(d) **Maintenance.** Except for the repair and maintenance of the System (which shall be performed by Supplier in accordance with this Agreement), Customer and Host will at all times maintain and repair the part of the Premises and the Project Site, respectively, upon which the System is installed so as to allow the System to operate and the Premises to accept the electricity generated by the System.

(e) **Notice of Damage.** Customer and Host will promptly notify Supplier of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System.

(f) Environmental Attributes and Environmental Incentives.

Customer and Host will not take any actions that would have the effect of preventing or materially impairing the generation of any Environmental Attributes or Environmental Incentives. Customer and Host will be solely responsible for notifying Supplier of any such action and for consulting with Supplier as necessary to prevent the material impairment of the generation of Environmental Attributes and Environmental Incentives.

(g) Landfill Activities.

Host has been requested by the New Jersey Department of Environmental Protection to undertake certain maintenance activities in connection with the Project Site. Specifically, **Exhibit H** attached hereto contains a listing of the maintenance activities that Host shall undertake as well as a schedule setting forth the dates by which Host shall initiate and complete said maintenance activities (the “**Host DEP Obligations**”). Host Agrees to perform the Host DEP Obligations in a manner that allows Supplier to perform its obligations hereunder without added cost or delay.

## **ARTICLE 7 GENERAL WARRANTIES**

**7.1. Warranties Relating to Agreement Validity.** In addition to any other representations and warranties contained in this Agreement, each Party represents and warrants to the other as of the Effective Date that:

(a) It is duly organized and validly existing in good standing in the jurisdiction of its organization and in each jurisdiction in which it does business.

(b) It has the full right and authority and has taken all requisite corporate or other action to enter into, execute, deliver and perform its obligations under this Agreement;

(c) This Agreement constitutes its legal, valid, and binding obligation enforceable against such Party in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws now or hereafter in effect relating to creditors' rights generally;

(d) There is no litigation, action, proceeding or investigation pending, or, to the best of its knowledge, threatened before any court or other governmental authority by, against, affecting or involving any of its businesses or assets that would materially adversely affect its ability to carry out the transactions contemplated herein;

(e) It is not in violation of any applicable law or any judgment entered by any federal, State or local governmental authority, which violations or judgments, individually or in the aggregate, would reasonably be expected to have a material

adverse effect on that Party's ability to perform its obligations under this Agreement or the transactions contemplated hereby;

(f) To its knowledge, no approvals, contracts, agreements, authorizations, consents, ratifications, waivers, exceptions, exemptions and permits from any governmental body or other third party, other than those which have been previously obtained or disclosed in writing to the other Party or those described on the Schedule(s), is required in connection with the due authorization, execution and delivery of this Agreement by such Person or the performance of such Party of its obligations hereunder which such Party has reason to believe that it will be unable to obtain in due course;

(g) Except as previously disclosed to the other Party in writing, it is not a "foreign person" (as such term is defined in Section 168(h) of the Internal Revenue Code), and It will not assign, subcontract or otherwise transfer its rights under this Agreement to a "foreign person" as defined in Section 168(h) of the Internal Revenue Code;

(h) The execution, delivery and performance of this Agreement does not and will not during the term of this Agreement, violate, breach or conflict with any other agreement of such Party, including agreements with creditors, lessors, mortgagees, other electric utilities, or energy suppliers; and

(i) It is solvent and there are no bankruptcy, insolvency, reorganization, receivership or other arrangement proceedings pending or being contemplated by it, or to its knowledge, threatened against it.

**7.2. Restrictions on Premises.** All leases or other agreements or restrictions that are enforceable against the Premises and the Project Site and could affect Supplier's rights and obligations under this Agreement have been provided by Customer and are attached hereto and made a part hereof as **Exhibit "G"**.

**7.3. EXCLUSION OF WARRANTIES.** THE INSTALLATION WORK, SYSTEMS OPERATIONS, AND ELECTRICITY PROVIDED BY SUPPLIER TO CUSTOMER PURSUANT TO THIS AGREEMENT WILL BE "AS-IS, WHERE-IS." EXCEPT AS EXPRESSLY PROVIDED HEREIN, SUPPLIER MAKES NO REPRESENTATIONS OR WARRANTIES, AND ALL OTHER WARRANTIES, IMPLIED OR EXPRESSED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

## **ARTICLE 8 NON-INTERFERENCE**

Neither Party may claim, by virtue of this Agreement, that Supplier is a public utility, an electric utility, subject to regulation by the New Jersey Bureau of Public Utilities, or otherwise subject to regulated electric rates. Supplier will not interfere with

Customer's ability to select an electric utility supplier, provided that to the extent that Customer has a choice in such selection, Customer shall not select an electric utility or other electricity supplier that requires, as part of their conditions for service, removal or discontinued operation of the System or the purchase of electricity hereunder.

## **ARTICLE 9 TAXES AND GOVERNMENTAL FEES**

Customer shall reimburse Supplier and pay for any documented taxes, fees or charges imposed or authorized by any governmental authority and paid by Supplier due to Supplier's sale of electricity to Customer (other than income taxes imposed upon Supplier) ("Transfer Taxes"). If Customer is required by law to withhold or deduct any Transfer Taxes or other taxes imposed by any jurisdiction from or in respect of any sum payable hereunder, then the sum payable will be increased so that, after making all required deductions, Supplier will have received an amount equal to the sum it would have received had no such deductions been made. Supplier will be responsible for all income, gross receipts, ad valorem, personal property, real property and other similar taxes and any and all franchise fees and similar fees assessed against it due to its ownership of the System. If a tax is imposed upon the Customer related to the improvement of real property by the existence of the System on the Premises, Supplier will reimburse Customer for such tax. Supplier will not be obligated for any taxes payable by or assessed against Customer based on or related to Customer's overall income or revenues.

## **ARTICLE 10 DEFAULT**

### **10.1. Supplier Defaults and Customer Remedies.**

(a) Supplier Defaults. The following events will be defaults with respect to Supplier (each a "Supplier Default"):

(i) Supplier (A) commences a voluntary case under any bankruptcy law; (B) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Supplier in an involuntary case under any bankruptcy law; or (C) any involuntary bankruptcy proceeding commenced against Supplier remains undismissed for a period of sixty (60) days;

(ii) Supplier breaches any material term of this Agreement and (A) if the breach is capable of being cured within sixty (60) days after Supplier's receipt of notice of such breach from Customer, Supplier has failed to cure the breach within such 60-day period, or (B) if the breach is not capable of being cured within sixty (60) days after Supplier's receipt of such notice, and Supplier has diligently commenced work to cure such breach during such 60-day period, not to exceed a total of one hundred

twenty (120) days from the date of Supplier's receipt of notice from Customer, Supplier has failed to cure the breach within such 120-day period; or

(iii) Any representation or warranty made by Supplier in this Agreement is false in any material respect when made or when repeated.

(iv) a Lessee Event of Default under the Lease Agreement that results in the Lessor terminating same.

(b) Customer's and Host's Remedies. In the event of a Supplier Default, for so long as such Supplier Default continues uncured, Customer may terminate this Agreement upon at least 15 days prior written notice to Supplier and Host. Termination of this Agreement as described herein shall be subject to Section 1.3 and payment of any monies then due and payable prior to the termination hereof.

## **10.2. Customer and Host Defaults and Supplier Remedies.**

(a) The following events will be defaults with respect to Customer and/or Host (each a "Customer Default" or a "Host Default"):

(i) Customer or Host (A) commences a voluntary case under any bankruptcy law; (B) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against Customer in an involuntary case under any bankruptcy law; or (C) any involuntary bankruptcy proceeding commenced against Customer remains undismissed for a period of sixty (60) days;

(ii) Customer or Host breaches any material term of this Agreement, and (A) if the breach is capable of being cured within sixty (60) days after Customer's and Host's receipt of notice of such breach from Supplier, Customer or Host has failed to cure the breach within such 60-day period, or (B) if Customer or Host has diligently commenced work to cure such breach during such 60-day period but additional time is needed to cure the breach, not to exceed a total of ninety (90) days from the date of Customer's receipt of notice from Supplier, Customer or Host has failed to cure the breach within such 90-day period;

(iii) Customer or Host fails to pay Supplier any amounts not disputed in good faith by Customer due to Supplier under this Agreement within ten (10) days from receipt of notice from Supplier of such past due amount;

(iv) Customer or Host refuses to sign authorizations needed to obtain any rebate or subsidy contemplated in this Agreement, refuses to sign or purposefully breaches any term of the interconnection agreement requirement by the Utility for interconnection of the System, provided that Customer is afforded ten (10) days notice and ten (10) days to cure such default;

(v) The Permanent Shutdown or Severe Shading of the System as described in Articles 11 and 12 below, other than as the result of a Force Majeure Event, where Customer or Host, depending on the cause of such shutdown, is not actively taking steps to remedy the shutdown, and where the Parties are unable to mutually agree upon an alternative location for the System as provided in Article 11 below; or

(vi) Any representation or warranty made by Customer or Host in this Agreement is false in any material respect when made or when repeated.

(vii) a Lessor Event of Default under the Lease Agreement that leads to Lessee terminating same.

(b) Supplier Remedies. In the event of a Customer Default or a Host Default, Supplier may (i) terminate this Agreement upon at least 15 days prior written notice to Customer and Host, (ii) cure said default at the sole cost and expense of the defaulting party, such costs to be paid within thirty (30) days of demand, or (iii) avail itself of all remedies available to it at law and in equity. In the event Supplier terminates this Agreement following a Customer Default or a Host Default the defaulting party shall pay to Supplier the Termination Fee.

### **10.3. Force Majeure.**

(a) Force Majeure Event. A “**Force Majeure Event**” means an unforeseeable event that is not in the reasonable control of the Party claiming the Force Majeure Event to the extent not caused by the actions or inactions of the Party claiming a Force Majeure Event or its agents or employees, including, without limitation: (a) an act of God, including, (such as earthquakes, fires, hurricanes, floods and tornadoes); (b) actions or inactions of any governmental authority or the Utility; (c) war, riots, acts of a public enemy, insurrection, acts of terrorism or civil disturbance; (d) strikes, walkouts, lockouts or similar labor actions or disputes; and/or (e) a change in law that prohibits the Supplier from selling electricity to Customer or eliminates the New Jersey Office of Clean Energy Solar Renewable Energy Certificate program.

(b) Effect of Force Majeure Event. Except as otherwise specifically provided in this Agreement, neither Party will be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event, provided that the Party claiming relief as a result of a Force Majeure Event (a) provides immediate written notice to the other Party of the existence of the Force Majeure Event; (b) exercises all reasonable efforts to mitigate the effects of the Force Majeure Event; and (c) resumes performance of its obligations hereunder as soon as practicable thereafter. Notwithstanding the foregoing, in no event shall a Force Majeure Event excuse any Party from making payments due hereunder.

(c) Termination in Consequence of Force Majeure Event. If the System is substantially damaged or destroyed by a Force Majeure Event, it may be replaced by

Supplier at Supplier's election, and, provided such election is made with one hundred and twenty (120) days of such Force Majeure Event, all terms and conditions of this Agreement will remain in effect, including the remaining Term of this Agreement. If Supplier does not so elect, this Agreement shall terminate upon the one hundred twentieth (120<sup>th</sup>) day of the duration of the Force Majeure Event, with no further liability on behalf of either Party, subject to the terms and conditions in Section 1.3 hereof and payment by Customer for electricity provided prior to the commencement of the Force Majeure Event.

**10.4. Limitation of Liability. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR LOSSES OR DAMAGES FOR LOST REVENUE OR LOST PROFITS, WHETHER FORESEEABLE OR NOT, ARISING OUT OF, OR IN CONNECTION WITH THIS AGREEMENT. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, SUPPLIER'S MAXIMUM LIABILITY TO THE CUSTOMER, EXCEPT FOR INDEMNITY OBLIGATIONS IN RESPECT OF PERSONAL INJURY, PROPERTY DAMAGE AND INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS, AND INSURANCE COVERAGES REQUIRED UNDER THIS AGREEMENT WILL BE LIMITED, IN THE AGGREGATE TO THE DIFFERENCE BETWEEN THE AMOUNT CUSTOMER ACTUALLY PAYS TO UTILITY FOR ELECTRICITY USED BY CUSTOMER AND THE AMOUNT CUSTOMER WOULD HAVE HAD TO PAY TO SUPPLIER FOR ELECTRICITY SUPPLIED BY SUPPLIER OVER THE REMAINING TERM OF THE AGREEMENT.**

## **ARTICLE 11 SHUTDOWN OF SYSTEM**

### **11.1. Temporary Shutdown of System/Lost Revenues.**

(a) Premises or Project Site. If during the Term the output of the System is reduced (or shutdown) by the actions of Customer or Host, or their respective employees, agents or contractors, for more than seven (7) days in any twelve (12) month period, the party that caused such reduction (or shutdown) shall pay to Supplier the Lost Revenues resulting from such reduction or shutdown commencing at the end of the seventh (7<sup>th</sup>) day. In addition to the foregoing, should the System, or any portion thereof need to be removed and reinstalled during the course of the Term due to the investigation or remediation of any Environmental Condition, regardless of whether such condition is identified before the Effective Date, and such Environmental Condition was not caused by the negligence or willful misconduct of Supplier and is not related to Hazardous Materials brought onto the Premises by Supplier, Customer shall be responsible for paying for such removal, storage and reinstallation, as well as all Lost Revenue resulting therefrom.

(b) If during the Term, Customer or Host is required to remove or interrupt, or cause the removal or interruption, as applicable, of the operation of the System to repair, replace or maintain any portion of the Premise or the Project Site, or for any other reason for which no other commercially reasonable solution exists other than to interrupt some portion of service provided by the System (“**Excusable Disconnection**”), Customer or Host, as the case may be, shall notify Supplier of the specific portions of the System that must be removed or shut down, and when removal or shut-down is required, taking into account to the greatest extent practicable any efforts within Customer’s or Host’s control to minimize the loss of electricity generated by such removed or shut down (in whole or in part), which includes scheduling the shut-down during the months in which the system produces the least electricity (i.e. the winter months) when possible. The Party causing the Excusable Disconnection, whether the Host or the Customer, agrees to indemnify the other (Host or Customer) in the event the Supplier incorrectly seeks recovery, in accordance with this Section 11.1(b) from the Party not responsible for the Excusable Disconnection. In such instance, Supplier agrees to remove and re-install or shut down and re-initiate the operation of such portion of the System for the minimum amount of time necessary in order to allow such repair or maintenance to be performed. Supplier’s cost of removing, storing and re-installing the System, or portion thereof, shall be reimbursed by Customer or Host, as the case may be, within thirty (30) days of demand therefor. In the case of an Excusable Disconnection, Customer or Host, as the case may be, shall be entitled to the Excusable Disconnect Grace Period to complete the activities that necessitate the Excusable Disconnection. If an Excusable Disconnection exceeds the Excusable Disconnect Grace Period, then in accordance with Section 5.5, Customer or Host, as the case may be, shall pay to Supplier all Lost Revenues incurred for the period of time during which the System remains disconnected beyond the Excusable Disconnect Grace Period within thirty (30) days of demand.

**11.2. Notice of Temporary Shutdown.** Under either 11.1(a) or (b), Customer or Host, as the case may be, shall make a good faith effort to give as much notice as is possible to Supplier prior to any System shutdown.

**11.3. Permanent Shutdown.** If, during the Term, through no fault of Supplier and for reasons other than a Force Majeure Event, the System is shut down permanently due to (i) cessation of business operations by Customer, (ii) Customer’s vacating of the Premises, (iii) renovation, damage, destruction or closure of all or a portion of the Premises, or renovation, damage, destruction or closure of all or a portion of the Project Site (collectively a “Permanent Shutdown”), then the following shall occur:

(a) If within thirty (30) days after Permanent Shutdown the Parties can agree on an alternative location to which to relocate all or a portion of the System (in the case where only a portion of the System is affected), then Customer or Host, depending on the Party responsible for the Permanent Shutdown, shall pay the costs associated with relocation of the System to that location. This alternative location shall, in the reasonable opinion of Supplier, have the potential to provide substantially similar overall Anticipated Output as the original Premises/Project Site, measured in total kilowatt-hours over a 12-month period, unless the Parties mutually agree otherwise. In

the case where the Parties mutually agree upon an alternative location that is substantially inferior to the Premises / Project Site, then the pricing formula identified herein will be equitably adjusted to compensate for the alternative location such that Supplier shall receive payments comparable to those which it would have received from the System at the Premises / Project Site. In any event, Supplier shall be reimbursed for Lost Revenues for the period of shutdown resulting from relocation. In addition, in the event of a relocation of the System, Customer or Host, depending upon the reason for relocation of the System, shall promptly pay either in lump sum or in twelve consecutive equal monthly payments, at Customer's /Host's election, to Supplier no later than ninety (90) day of demand, an amount equal to all actual and commercially reasonable costs, expenses and other direct damages to Supplier arising out of or in connection with the relocation of the System, including, without limitation, removal costs, installation costs, applicable interconnection fees, and other costs of deployment at the alternative location, as well as for any losses and damages for the loss of or alteration of any Environmental Attributes of Environmental Incentives previously taken by, or that otherwise would have been available to Supplier if such relocation had not occurred. All such costs shall be fully documented and supported by Supplier and Supplier shall provide documentation to the Customer or Host evidencing same.

(b) If, within thirty (30) days after Permanent Shutdown of the System, the Parties have not agreed upon an alternative location for the System, Supplier may terminate this Agreement and the party responsible for such relocation request shall pay to Supplier the Termination Fee.

## **ARTICLE 12 RESTRICTIONS ON SHADING**

Customer and Host shall make its best efforts to avoid activities that result in overshadowing or shading of the System in a manner that might prevent Supplier from meeting the Anticipated Minimum Output. In the event that Customer's or Host's activities do result in the System being overshadowed in a manner that causes the System to produce less than ninety-five percent (95%) of the Anticipated Minimum over any twelve (12) month period, Customer or Host shall eliminate the overshadowing, and depending upon which Party caused the overshadowing, said Party shall pay Lost Revenues for the duration of the period that the underproduction occurred as a result of the shadowing and the Minimum Guaranteed Output shall be reduced by the amount of such underproduction. Notwithstanding any other provision in this Agreement, the Parties agree that if Customer's or Host's actions result in shadowing of the System such that the System produces less than eighty percent (80%) of the Anticipated Minimum Output, ("Severe Shading") and said Severe Shading cannot be eliminated then the Parties shall make every effort to relocate the System to a mutually agreeable location in accordance with Section 11.3(a) above. If the Parties cannot agree on an alternative location for the System, then Supplier may terminate this

Agreement and be entitled to a Termination Fee in accordance with Section 11.3(b) above.

## **ARTICLE 13 ASSIGNMENT & FINANCING**

### **13.1. Assignment.**

(a) The duties and obligations of the Parties in this Agreement may be assigned by any Party only with the written approval of the other Parties, which approval shall not be unreasonably withheld, conditioned or delayed, provided that in the event of default by any assignee of Supplier or any successor to Supplier in the performance of the terms hereof, Customer or Host shall not proceed directly against Supplier without concurrently proceeding against such assignee or successor as the case may be.

(b) Notwithstanding the foregoing, Supplier shall have the right to assign this Agreement to an Affiliate without the consent of Host or Customer. An “**Affiliate**” is a corporation, limited liability company, partnership or other entity with the same or similar principals as Supplier. In the event Supplier assigns this Agreement to an Affiliate, Supplier shall remain liable for the obligations of “Supplier” hereunder until the Commercial Operation Date, at which time the assignor shall be released from any further liability hereunder.

**13.2. Financing.** Customer and Host acknowledges and agrees that Supplier may finance the acquisition and installation of the System through a loan, lease, or partnership from or with one or more third parties and that Supplier’s obligations may be secured by, among other collateral, a pledge or collateral assignment of this Agreement and a first security interest in the System. To facilitate any such transaction, Customer and Host (a) consent to the collateral or full assignment by Supplier to the lender, lessor or limited liability company partnership of the Supplier’s right, title and interest in and to this Agreement, the Lease Agreement, and the System, (b) agrees to take any reasonable actions and provide any documentation reasonably requested by Supplier in connection with such a transaction, and (c) will use commercially reasonable efforts to place its successor and assigns on notice of the ownership of the System by Supplier, the existence of the security interest, and the fact that the System is not part of the Premises, or the Project Site or a fixture of either, as necessary and appropriate to avoid confusion or adverse claims.

## **ARTICLE 14 CONFIDENTIALITY**

If any Party provides confidential information, including, without limitation, information such as business plans, strategies, financial information, patented, licensed, copyrighted or trademarked information or technical information regarding the design, operation and maintenance of the System or of Customer’s, Host’s or Supplier’s business (“Confidential Information”) to any other Party, or, if in the course of

negotiating or performing this Agreement a Party learns Confidential Information from the other Parties, the receiving Party shall (a) not disclose such Confidential Information, or the terms and conditions of this Agreement, to any third party without the express written agreement of the other Party; (b) protect the Confidential Information from disclosure to third parties with the same degree of care accorded its own confidential and proprietary information; and (b) refrain from using such Confidential Information, except in the negotiation and performance of this Agreement. Notwithstanding the foregoing, a Party may provide such Confidential Information to its officers, directors, members, manager, employees, agents, counsel, contractors and consultants and affiliates, lenders, other financing parties and potential assignees of this Agreement, provided that the same are bound by a written agreement restricting use and disclosure of Confidential Information, in each case whose access is reasonably necessary to the negotiation and performance of this Agreement. Confidential Information does not include information (1) that is publicly available; (2) that is obtained from a third party not under a restriction of disclosure; or (3) that is independently developed by the receiving party. Any Party may disclose information that they are legally required to disclose, provided that they give prompt advance notice of such disclosure so that the disclosing Party may contest the need for disclosure and/or protection of the information with the appropriate governmental authority. The Parties each will submit to the other Party for approval any press releases regarding the System and/or this Agreement and will not submit for publications any such releases without the written approval of the other Party, which approval shall not be unreasonably withheld or delayed. The Parties may agree in writing on specific statements that may be used by either Party in relation to the use of solar or renewable energy without the need for approval from the other.

## **ARTICLE 15 INDEMNITY/HAZARDOUS MATERIALS**

15.1 **Mutual Indemnity.** Each Party agrees that it will indemnify, defend and hold harmless the other, the others representatives, employees, agents, officers, directors, shareholders, members, contractors and subcontractors, and their respective successor and permitted assigns (“Indemnified Parties”), from and against any and all claims, suits, penalties, obligations, losses, payments, liabilities, causes of action, costs, damages, and expenses (“Losses”) (including, without limitation, the actual or alleged injury to or death of any person or loss or damage to property of any person (including property of the Indemnified Parties)) to the extent arising out of (i) the negligence or wrongful actions or inactions of the indemnifying Party or that of its representatives, employees, agents, officers, directors, shareholders, members, contractors and subcontractors, and/or their successors or assigns (“Indemnifying Parties”), and (ii) a default of any of the terms of this Agreement. In no event, however, will the Indemnifying Parties be required to reimburse or indemnify any of the Indemnified Parties to the extent such Losses are due to the negligence or wrongful actions or inactions of the Indemnified Parties.

## 15.2 **Indemnity for Environmental Conditions.**

(a) Customer agrees to indemnify, defend and hold harmless Supplier and its representatives, employees, agents, officers, directors, shareholders, members, contractors and subcontractors, and their respective successor and permitted assigns, from and against any and all Losses in connection with any Environmental Conditions related to the Premises, except to the extent that such Losses are due to the negligence or willful misconduct of, or are related to Hazardous Materials brought onto the Premises by, Supplier, or its representatives, employees, agents, officers, directors, shareholders, members, contractors and subcontractors, and their respective successor and permitted assigns.

(b) Supplier agrees to indemnify, defend and hold harmless Customer and its representatives, employees, agents, officers, directors, shareholders, members, contractors and subcontractors, and their respective successor and permitted assigns, from and against any and all Losses in connection with any Environmental Conditions to the extent that such Losses are due to the negligence or willful misconduct of, or are related to hazardous materials brought onto the Premises by, Supplier, or its representatives, employees, agents, officers, directors, shareholders, members, contractors and subcontractors, and their respective successor and permitted assigns, except to the extent that such Losses are due to the negligence or willful misconduct of Customer or its representatives, employees, agents, officers, directors, shareholders, members, contractors and subcontractors, and their respective successor and permitted assigns.

(c) Host agrees to indemnify, defend and hold harmless Supplier and its representatives, employees, agents, officers, directors, shareholders, members, contractors and subcontractors, and their respective successor and permitted assigns, from and against any and all Losses in connection with any Environmental Conditions related to the Project Site, except to the extent that such Losses are due to the negligence or willful misconduct of, or are related to Hazardous Materials brought onto the Project Site by Supplier, or its representatives, employees, agents, officers, directors, shareholders, members, contractors and subcontractors, and their respective successor and permitted assigns

(d) For the purposes of this Agreement: (i) the term “Environmental Conditions” shall mean the past or present disposal, release or threatened release of any Hazardous Material and/or any other condition that could result in liability under any Environmental Law; (ii) the term “Environmental Law” shall mean any and all federal, State, and local laws, regulations, ordinances, rules, and requirements of any governmental authority that concern the protection of human health or the environment; and (iii) the term “Hazardous Material” shall mean any substance classified as hazardous, toxic, a carcinogen, a pollutant, a contaminant, or waste and/or otherwise regulated by Environmental Law.

**15.3 Environmental Conditions.** Supplier is not responsible for any Hazardous Materials encountered at any time at the Premises, except to the extent of Hazardous Materials first introduced to the Premises by Supplier. Upon encountering any Hazardous Materials, Supplier will stop work in the affected area and duly notify Customer and Host. Upon receiving notice of the presence of suspected Hazardous Materials at the Premises, Customer or Host shall take all measures required by applicable law to address the Hazardous Materials discovered at the Premises. Customer or Host may opt to remediate the Premises so that the System may be installed on the Premises, or determine that it is not economically justifiable or is otherwise impractical to remediate the Premises, in which case Customer, Host, and Supplier may agree upon a different location on the Premises, or a Substitute Site, for the System, or portion thereof, as per Section 11.1 (a). Supplier shall be obligated to resume work at the affected area(s) of the Premises only after Customer or Host notifies Supplier that Customer or Host has complied with all applicable laws. Customer or Host shall reimburse Supplier for all additional costs incurred by Supplier in the installation of the System resulting from the presence of and/or the remediation of Hazardous Materials, including but not limited to demobilization and remobilization expenses. Notwithstanding the preceding provisions, Customer or Host is not responsible for any Hazardous Materials introduced to the Premises by Supplier.

## **ARTICLE 16 INSURANCE**

Customer, Supplier and Host will each maintain the following insurance coverages in full force and effect throughout the Term either through insurance policies or acceptable self-insurance retentions: (a) workers' compensation insurance at the State statutory limits; and (b) automobile liability coverage of \$1,000,000 per occurrence; (c) commercial general liability insurance with limits of not less than \$2,000,000 per occurrence for property damage and injury to or death of one or more persons with an aggregate limit of \$5,000,000. In addition, Supplier shall carry property insurance in an amount not less than the full replacement cost of the System. Each Party shall name the other Parties as an additional insured under their respective liability insurance policies. At the request of a Party, the other Parties shall provide certificates of insurance and copies of applicable policy endorsements to the requesting Party. Supplier shall have such coverages in place prior to conducting any work on the Premises or Project Site. Each policy of property insurance carried by either Party shall contain a customary waiver of subrogation provision, and in accordance therewith the Parties waive any and all claims against each other for injury to persons or property that are covered by their respective property insurance.

**ARTICLE 17**  
**MISCELLANEOUS**

**17.1. Notices.** All notices, communications and waivers under this Agreement shall be in writing and shall be delivered (a) in person, (b) mailed, postage prepaid, either by registered or certified mail, return receipt requested, or (c) sent by reputable overnight express courier, or (d) sent via email, in each case to the persons at the addresses below, or to any other address that the receiving Party designates in writing:

If to Supplier:                      Geopeak Energy, LLC  
285 Davidson Avenue, Suite 101  
Somerset, NJ 08873  
Attn: Legal Department

With a copy to:                      Chiesa, Shahinian & Giantomasi PC  
One Boland Drive  
West Orange, NJ 07052  
Attn: Stephen A. Kisker, Esq.  
Skisker@csglaw.com

If to Customer:                      Stony Brook Regional Sewerage Authority  
C/O Executive Director  
290 River Road  
Princeton, New Jersey 08540

With a copy to:                      Diane Alexander, Esq.  
Maraziti, Falcon & Healey, LLP  
150 John F. Kennedy Parkway  
Short Hills, New Jersey 07078

If to Host:                              Princeton  
C/O Town Administrator  
400 Witherspoon Street  
Princeton, New Jersey 08540

With a copy to:                      Trishka W. Cecil  
Mason, Griffin & Pierson, P.C.  
101 Poor Farm Road

Princeton, NJ 08540

And

Ryan J. Scerbo, Esq.  
DeCotiis, FitzPatrick & Cole, LLP  
500 Frank W. Burr Blvd., Suite 31  
Teaneck, New Jersey 07666

Notices shall be deemed received (i) if personally delivered, then on the date of delivery, (ii) if sent by reputable overnight express courier, then on the next business day immediately following the day sent, (iii) if sent by registered or certified mail, then on the earlier of the third business day after the day sent, or, if earlier, when actually received; and (iv) if sent by email, when sent, provided a hard copy of such sent e-mail is sent to the party to whom it is addressed via overnight courier.

**17.2. Integration; Exhibits.** This Agreement together with the Exhibits attached hereto, constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements relating to the subject matter hereof, which are of no further force or effect.

**17.3. Industry Standards.** Except as otherwise described herein, for the purposes of this Agreement, the normal standards of performance within the solar photovoltaic power generation industry in the relevant market will be the measure of whether a Party's performance is reasonable and timely. Unless expressly defined herein, words having well-known technical or trade meanings will be so construed.

**17.4. Cumulative Remedies.** Except as stated to the contrary herein, any right or remedy of Supplier, Customer or Host shall be cumulative and without prejudice to any other right or remedy, whether contained herein or not.

**17.5. Limited Effect of Waiver.** The failure of Supplier, Customer or Host to enforce any of the provisions of this Agreement, or the waiver thereof, will not be construed as a general waiver or relinquishment on its part of any such provision, in any other instance of any other provision in any instance.

**17.6. Governing Law.** This Agreement is entered into under and shall be construed in accordance with and governed by the laws of the State of New Jersey, without giving effect to conflict of laws principles. Each Party consents to the exclusive jurisdiction of the Superior Court of New Jersey in Mercer County to adjudicate any action or proceeding brought in connection with this Agreement. **THE PARTIES EACH EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH SUPPLIER AND/OR CUSTOMER AND/OR HOST MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT.**

**17.7. Severability.** If any term, covenant or condition in this Agreement is found, to any extent, to be invalid or unenforceable in any respect under applicable law, the remainder of this Agreement shall not be affected, and the rest of the Agreement will be valid and enforceable to the fullest extent permitted by law and, if appropriate, such invalid or unenforceable provision will be modified or replaced to give effect to the underlying intention of the Parties and to the intended economic benefit of the Parties.

**17.8. Successors and Assigns.** This Agreement and the rights and obligations hereunder are binding upon and will inure to the benefit of Supplier, Customer and the Host and their respective successors and permitted assigns.

**17.9. Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument. Emailed and faxed signatures shall be considered binding. Photostatic and electronic signatures shall be binding for all purposes hereunder.

**17.10. Article 2A Waiver.** The Parties acknowledge and agree that this Agreement is not and shall not be construed as a lease under Article 2A of the Uniform Commercial Code, and this Agreement is and shall be deemed to be a serviced contract with respect to the sale to Customer of electric energy produced at an alternative energy facility. NOTWITHSTANDING THE FOREGOING, IN THE EVENT THIS AGREEMENT IS CONSTRUED AS A LEASE UNDER ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE, CUSTOMER HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.

**IN WITNESS WHEREOF**, and in confirmation of their consent to the terms and conditions contained in this Agreement and intending to be legally bound hereby, Supplier, Customer and Host have executed this Agreement as of the Effective Date.

## **CUSTOMER**

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

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

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

## **SUPPLIER**

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

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

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

**HOST**

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

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

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

## **EXHIBIT A**

### **Project Site Description**

The Project Site is located on Block 1503 Lots 2 and 4 in the Township of Princeton in the county of Mercer of the state of New Jersey.

### **Site Plan**

## **EXHIBIT B**

### **Premises Description**

The Project Site is located at 290 River Road in the Township of Princeton in the county of Mercer of the state of New Jersey.

### **Site Plan**

**Exhibit C**  
**Resolutions**

## **Exhibit D**

### **System Description**

A groundmounted Photovoltaic (PV) system totaling \_\_\_\_\_ kWp (DC) TBD in capacity delivering approximately \_\_\_\_\_ kWh (AC) TBD annually, at a voltage of \_\_\_\_\_ Volts, less industry standard degradation, to be interconnected with the \_\_\_\_\_ facility's existing electrical infrastructure

The System is comprised of \_\_\_\_\_, utilizing crystalline photovoltaic modules, installed on the the Project Site with certain interconnection components installed on the Premises at 290 River Road located on Block \_\_\_\_ Lot\_\_\_\_\_ in Princeton in the county of Mercer of the state of New Jersey.

All components will be installed under and in compliance with National Electrical Code 2008 and its Article 690 Guidelines for Photovoltaic Systems.

All installed system components will be subject to local and State inspections for compliance with building, electrical and NJ Clean Energy Program requirements.

**Conceptual Rendering of Proposed Photovoltaic System. Design and Layout subject to change based upon final engineering and permitting.**

**EXHIBIT E**  
**Lease Agreement**

## Exhibit F

### PPA Rate, ANTICIPATED OUTPUT, MINIMUM GUARANTEED OUTPUT AND BILLING METHODOLOGY

#### 1. PPA Rate

Site Name: Stony Brook Regional Sewerage Authority located at 290 River Road, Princeton, NJ

Price: \$0.0595/kWh

Escalation Factor: Years 2-15: 1.5% annually

Term: Fifteen (15) Years plus one (1) five (5) year optional extension

Customer's starting electricity price will be \$0.0595 per kWh. This price shall be adjusted by multiplying the starting price by the escalation rate specified in the table below on each anniversary of the Commercial Operation Date for the term of the contract year.

Year	Price (\$/kWh)
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	

12	
13	
14	
15	

\*First year will be based on 12 full months from Commercial Operation Date

## 2. Anticipated Minimum Output and Minimum Guaranteed Output for the First and Subsequent Operational Years:

For the first Operational Year the Expected System Size is: \_\_\_\_\_ kWp (DC)

For the first Operational Year the Anticipated Output is \_\_\_\_\_ kWh (AC) and the Minimum Guaranteed Output is \_\_\_\_\_ kWh (AC).

Annual Degradation Factor: 0.5% per Operational Year

For subsequent years the Anticipated and Minimum Guaranteed Output shall be revised every year on the anniversary of the Commercial Operation Date by the annual degradation factor specified above. The Minimum Guaranteed Output shall be calculated as 90% of the Anticipated Minimum Output per Section 4.6 of this Agreement and as tabulated below.

### Project Electricity Output

Year	Expected Performance Output (kWh)	Anticipated Minimum Output (kWh)
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

13		
14		
15		

First year will be based on 12 full months from Commercial Operation Date

### **3. Electricity Purchase and Sales.**

#### **a. General Provisions:**

Supplier will generate, deliver and sell Electricity, when available from the System, to the Customer at the Electrical Interconnection Point during the term of this Agreement.

Supplier agrees to generate, deliver and sell the Electricity generated by the System to the Customer and Customer agrees to purchase Electricity generated by the System as measured at the Electrical Interconnection Point.

#### **b. Formulas for Pricing:**

Supplier shall prepare invoices in accordance with the formulas set forth in this Exhibit F. Supplier shall render to Customer an invoice each month for the preceding billing period during the Term of this Agreement setting forth the actual amount of kWh delivered (“Actual Production”) and the amounts due Supplier for Electricity generated and delivered by the System. Customer will remit full payment with each invoice to Supplier.

In the event Customer disputes all or any part of any bill submitted by Supplier under this Agreement, Customer shall pay the undisputed portion of the invoice when due and shall notify Supplier in writing within one (1) month from the date of receipt of any disputed invoice or adjusted invoice. The Parties shall use best efforts to resolve the dispute amicably and promptly, and upon determination of the correct billing amount, Customer or Supplier, as the case may be, shall promptly pay or be paid the remaining portion or refund due (if any), with interest at 1.5% annually (the “**Interest Rate**”) from the date payment was due until paid (in the case of an underpayment) or from the date paid until refunded (in the case of an overpayment). In the event that disputed amounts cannot be resolved through the process of conference, disputes shall be addressed as per this Agreement.

Supplier shall provide invoices as indicated in this Exhibit and shall indicate the source and calculation of each variable set forth below in a manner so that the Customer can readily confirm the accuracy and appropriateness of each invoice.

The total invoice for Electricity delivered by Supplier for the month in question shall be determined as follows:

$$P = E * ACP$$

Where:

P = Monthly payment made to Supplier for electricity delivered during the billing period.

E = Electricity delivered, as shown on meter, during the billing period

ACP = the contract price for the monthly billing period in \$/kWh as set forth in this Exhibit

**Exhibit G**

(d) PPA Price Post Proposal Adjustment – Unforeseen Costs (Structural/Electrical Interconnection). Respondent must set forth below an adjustment factor to the PPA Price, expressed in dollars per kWh, in the initial year of the PPA (from the Commencement Date) in the event of Unforeseen Costs related to electrical interconnection requirements imposed by the local electric utility. If aggregate Unforeseen Costs are less than \$50,000, no price adjustment will be made. If aggregate Unforeseen Costs are \$50,000 or greater, the applicable adjustment, proposed below, may be applied to the PPA price.

Adjustment to PPA Price (\$ per kWh) in the initial year of the PPA from Commencement Date, for Unforeseen Costs in the following ranges:

- |                              |                      |
|------------------------------|----------------------|
| A. \$ 50,000 - \$ 99,999.99: | <u>\$ 0.003 /kWh</u> |
| B. \$100,000 - \$149,999.99: | <u>\$ 0.015 /kWh</u> |
| C. \$150,000 and above:      | <u>\$ 0.007 /kWh</u> |

**EXHIBIT H**

Host DEP Obligations

**RESOLUTION OF THE BOARD OF THE STONY BROOK REGIONAL  
SEWERAGE AUTHORITY AUTHORIZING THE EXECUTION OF A  
POWER PURCHASE AGREEMENT AND A LEASE BY AND BETWEEN  
PRINCETON, STONY BROOK REGIONAL SEWERAGE AUTHORITY  
AND GEOPEAK ENERGY IN CONNECTION WITH THE PRINCETON-  
STONY BROOK REGIONAL SEWERAGE AUTHORITY SOLAR  
INITIATIVE**

**Resolution No. 2015-50**

**Dated: September 28, 2015**

**WHEREAS**, Princeton and the Stony Brook Regional Sewerage Authority (the “Authority”), collectively, previously expressed their desire to work cooperatively together to obtain proposals from private solar developers for the financing, design, construction, installation, operation and maintenance of a solar renewable energy project (“Renewable Energy Project”) to be located on certain lands owned by Princeton and servicing certain facilities owned by the Authority by entering into a Shared Services Agreement, dated September 28, 2015; and

**WHEREAS**, Princeton, on behalf of the Authority administered a procurement process pursuant to the competitive contracting provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., by issuing a *Request for Proposals for a Developer of Photovoltaic Systems on Lands Owned by Princeton and Serving Stony Brook Regional Sewerage Authority, Princeton, Mercer County, New Jersey*, dated May 8, 2015 (the “RFP”); and

**WHEREAS**, following the completion of a detailed evaluation of the proposals received in response to the RFP, as well as interviews with each respondent, the Evaluation Team developed the Evaluation Report, dated July 23, 2015; and

**WHEREAS**, the Evaluation Report recommended that the team of Geopeak Energy / Altec Building Solutions / Eznergy be selected as the Successful Respondent to the RFP under proposal Option 1b; and

**WHEREAS**, via a Resolution dated July 27, 2015, the Board authorized the Evaluation Team to complete a Power Purchase Agreement and a Lease Agreement as well as any other ancillary documents necessary to effectuate the intent of this resolution; and

**NOW, THEREFORE, BE IT RESOLVED by the Board of the Stony Brook Regional Sewerage Authority, as follows:**

1. The aforesaid recitals are incorporated herein as if set forth at length.
2. The Executive Director is hereby authorized and directed, on behalf of the Authority, subject to the advice and counsel of the Authority’s legal counsel, Princeton’s Special Energy Counsel and Princeton’s Energy Consultant, to execute the Power Purchase Agreement and Lease Agreement attached hereto as **Exhibit A** with the Successful Respondent and Princeton, as well as any other ancillary documents necessary to effectuate the intent of this resolution.

**BE IT FURTHER RESOLVED** that this resolution shall take effect immediately.

The foregoing resolution was adopted by the following roll call vote:

**Recorded Vote**

MOVED:

SECONDED:

ADOPTED: September 28, 2015

Recorded Vote:                      AYE              NO                      ABSTAIN              ABSENT

Robert A. Bartolini

Harry Compton

Gale D. Downey

David A. Goldfarb

C. Schuyler Morehouse

Bharat Patel

I HEREBY CERTIFY that the forgoing is a true and accurate copy of a Resolution adopted by the Stony Brook Regional Sewerage Authority at their Board Meeting on September 28, 2015

\_\_\_\_\_  
John Kantorek, P.E., Secretary

\_\_\_\_\_  
Date

[Seal]

	<b>Contract Award Date</b>	<b>Contract Type</b>	<b>Contract Award</b>	<b>Total Contract Amount (including amendments)</b>	<b>Comments</b>
<b>Engineering</b>					
<b>AECOM</b>					
General Advice 2015	FY 2015	Advice	No Political Contributions Allowed	\$30,000 (TC)	Amendment No. 1 \$10,000
Air Compressor Design	FY 2015	Design	No Political Contributions Allowed	\$21,200 (TC)	
<b>Chavond Barry Engineering</b>					
General Incinerator Advice 2015	FY 2015	Advice	No Political Contributions Allowed	\$25,000 (TC)	
CS for Scrubber Installation	2015	CS	No Political Contributions Allowed	\$137,000 (TC)	
<b>Kleinfelder</b>					
Annual Engineering Advice 2015	FY 2015	Advice	No Political Contributions Allowed	\$35,000 (TC)	
NJPDES Permit Advice 2015	FY 2015	Advice	No Political Contributions Allowed	\$30,000 (TC)	
Headworks Construction Services	2010	Construction Services	No Political Contributions Allowed	\$698,012 (TC)	Amendment No. 1 \$145,275 Amendment No. 2 \$54,237
2015 Annual Inspection	FY 2015	Advice	No Political Contributions Allowed	\$17,900 (LS)	
Emergency Generator CS	FY 2014	Construction Services	No Political Contributions Allowed	\$356,880 (TC)	
Upstream Facility Planning Study	FY 2015	Study	No Political Contributions Allowed	\$155,000 (LS)	
Scrubber Water System Capacity Upgrade Design	FY 2015	Design	No Political Contributions Allowed	\$71,820 (TC)	Amendment No. 1 \$22,810
Kleinfelder – MA Effluent Channel Mixers	FY2015	Design CS	No Political Contributions Allowed	\$35,680 (LS) \$18,300 (TC)	
<b>TRC- Odor Evaluation</b>	FY2015	Study		\$16,700 (TC)	
<b>KEMS LLC General Incinerator/Regulatory Advice 2015</b>	FY 2015	Advice	No Political Contributions Allowed	\$75,550 (TC)	
<b>GHD- Ash Handling System</b>	2014	Design CS	No Political Contributions Allowed	\$70,204(LS) \$19,354 (TC)	
<b>EMA</b>					
Network Assessment	2015	Professional Service	No Political Contributions Allowed	\$30,000 (TC)	
2015 IT Advice	2015	Advice	No Political Contributions Allowed	\$30,000 (TC)	
Temporary IT Manager - EMA	2015	Advice	No Political Contributions Allowed	\$105,820 (TC)	
<b>Finance/Insurance Consultants</b>					
Gabel Associates	FY 2014	Electricity Energy Agent	Extraordinary Unspecifiable Service/No Contributions Allowed	\$0.005/kwhr 2 year	Contract End 5/31/2016
WithumSmith+Brown, PC	2014	Audit		\$17,500	

<b>Administrative</b>					
Maraziti, Falcon & Healey, LLP - 2015	FY 2015	General Counsel	No Political Contributions Allowed	\$1,500/month Retainer fee plus hourly rates	
Schwartz Simon Edelstein & Celso (SSE&C) LLC - 2015	FY 2015	Labor Attorney	No Political Contributions Allowed	\$195/hour/Partners \$175/hour/Associates \$100/hour/Paralegals	
Hawkins Delafield and Wood LLP	2014/2015	Professional Service	No Political Contributions Allowed	\$32,500	Bond Counsel-NJEIT'15
Borden Perlman Insurance Agency	FY 2015	Insurance Broker	Extraordinary Unspecifiable Service	\$10,000	

<b><i>Contracts to be Awarded</i></b>	<b><i>Project Inception Date</i></b>	<b><i>Contract Type</i></b>	<b><i>Contract Award</i></b>	<b><i>Contract/ Amendment Amount</i></b>	<b><i>Comments</i></b>
<i>KEMS 2015 Advice Amendment No. 1</i>	<i>2015</i>	<i>Advice</i>	<i>No Political Contributions Allowed</i>	<i>\$18,400</i>	

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 better lives

# 2015 ANNUAL DINNER

Our Board of Directors invites you to join other New Jersey leaders at our 2015 Annual Dinner.



November 12, 2015 • 5:30PM – 9PM  
 The Westin Princeton at Forrestal Village • Princeton, NJ

## Annual Dinner Program

- 5:30 PM** Registration & Networking Reception

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- 6:30 PM** Awards Program  
 President's Welcome  
*Richard Goldman, President, Board of Directors*  
 Executive Director's Remarks & Awards  
*Ann Brady*

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- 7:00 PM** Dinner

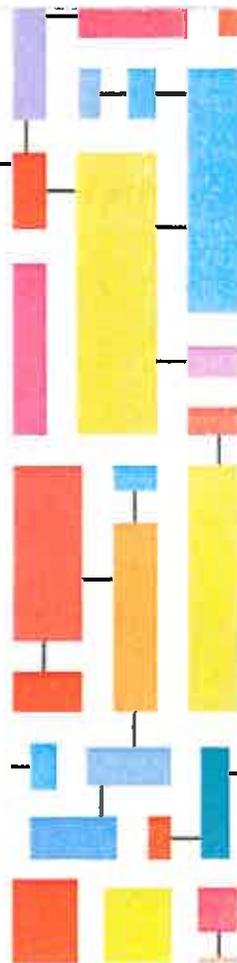
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- 8:30 PM** Dessert Buffet & Networking

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- 9:00 PM** Adjournment

Special Thanks to our Title Sponsor



# **STONY BROOK REGIONAL SEWERAGE AUTHORITY**

## **Planning and Administration**

## CAPACITY STATUS REPORT

### September 2015

MUNICIPALITY	Total Inoperative Flow to Date (gpd) (1)	Most Current 12 Month Avg. Daily Flow (gpd) (2) (3)	Total Committed Flow (gpd)	Plant Permitted Capacity (gpd)	Available Capacity (gpd)	Percent of Available Capacity
Princeton	205,542	3,118,406				
West Windsor Township	413,407	2,192,735				
South Brunswick Township	364,393	3,741,214				
<b>RIVER RD PLANT TOTALS</b>	<b>983,341</b>	<b>9,052,355</b>	<b>10,035,696</b>	<b>13,060,000</b>	<b>3,024,304</b>	<b>23.16%</b>

Hopewell Borough Plant	1,200	218,005	219,205	300,000	80,795	26.93%
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Pennington Borough Plant (4)	18,545	238,699	257,244	300,000	42,756	14.25%
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(1) Inoperative Overstated: Some projects will not be built.

(2) Current Flow Understated: Some projects not entirely connected.

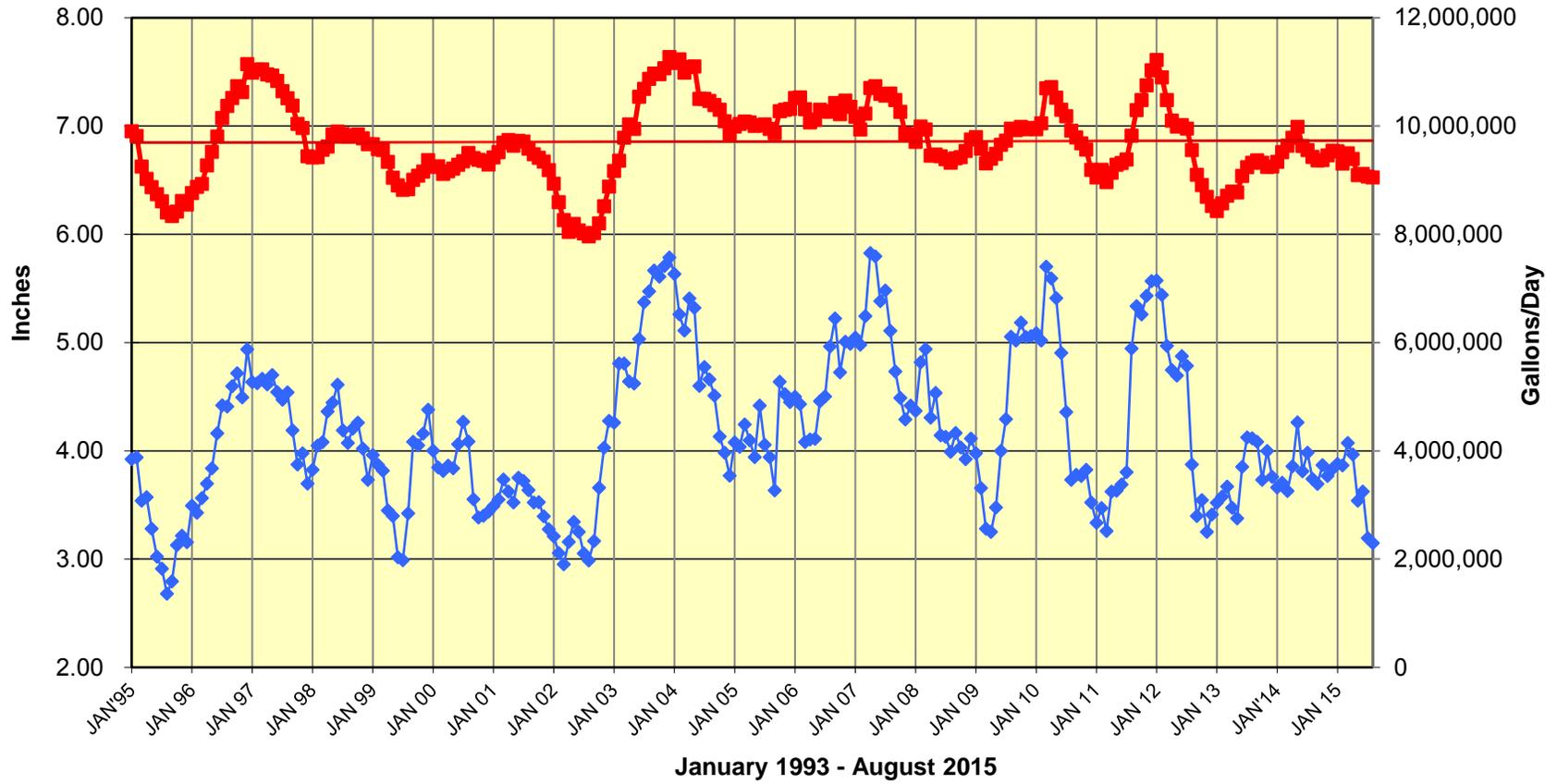
(3) Figures represent the adjusted flow values.

(4) Bristol-Myers Squibb has an approved flow of 25,000 gpd - their current 12-month ADF is 6,455 gpd.

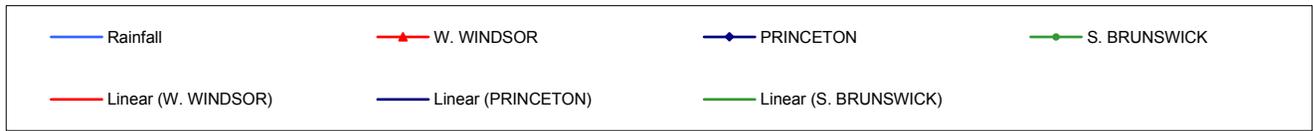
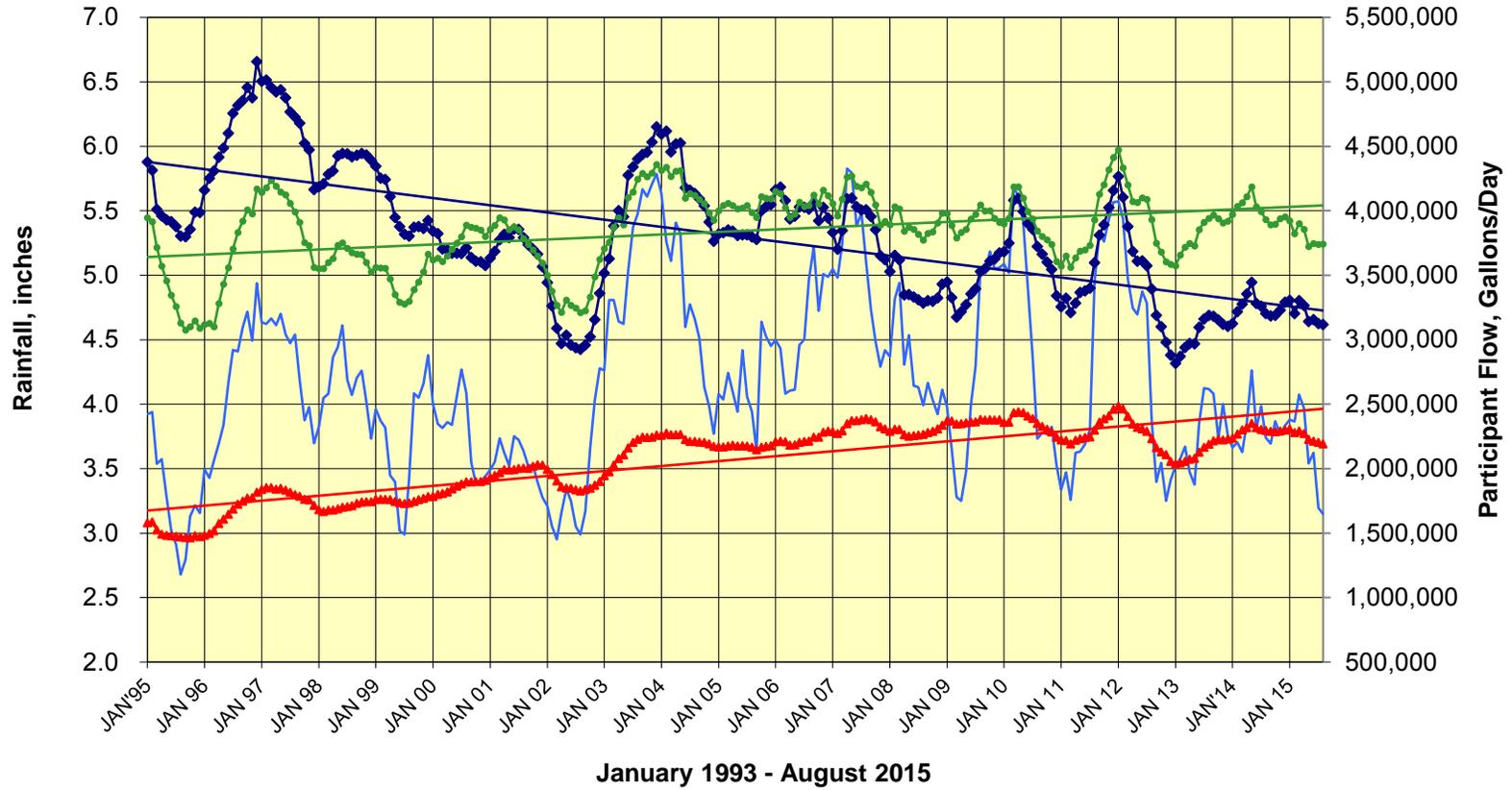
The difference of the approved flow (25,000 gpd) and the 12-month ADF (6,455 gpd) is included in the Total Inoperative Flow to Date.

*Currently there is no other Inoperative flow associated with the Pennington STP other than BMS.*

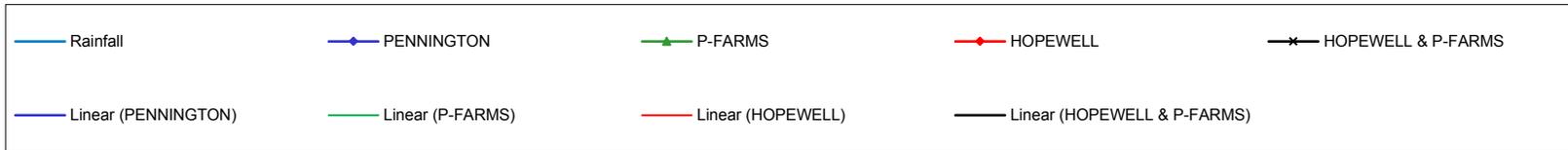
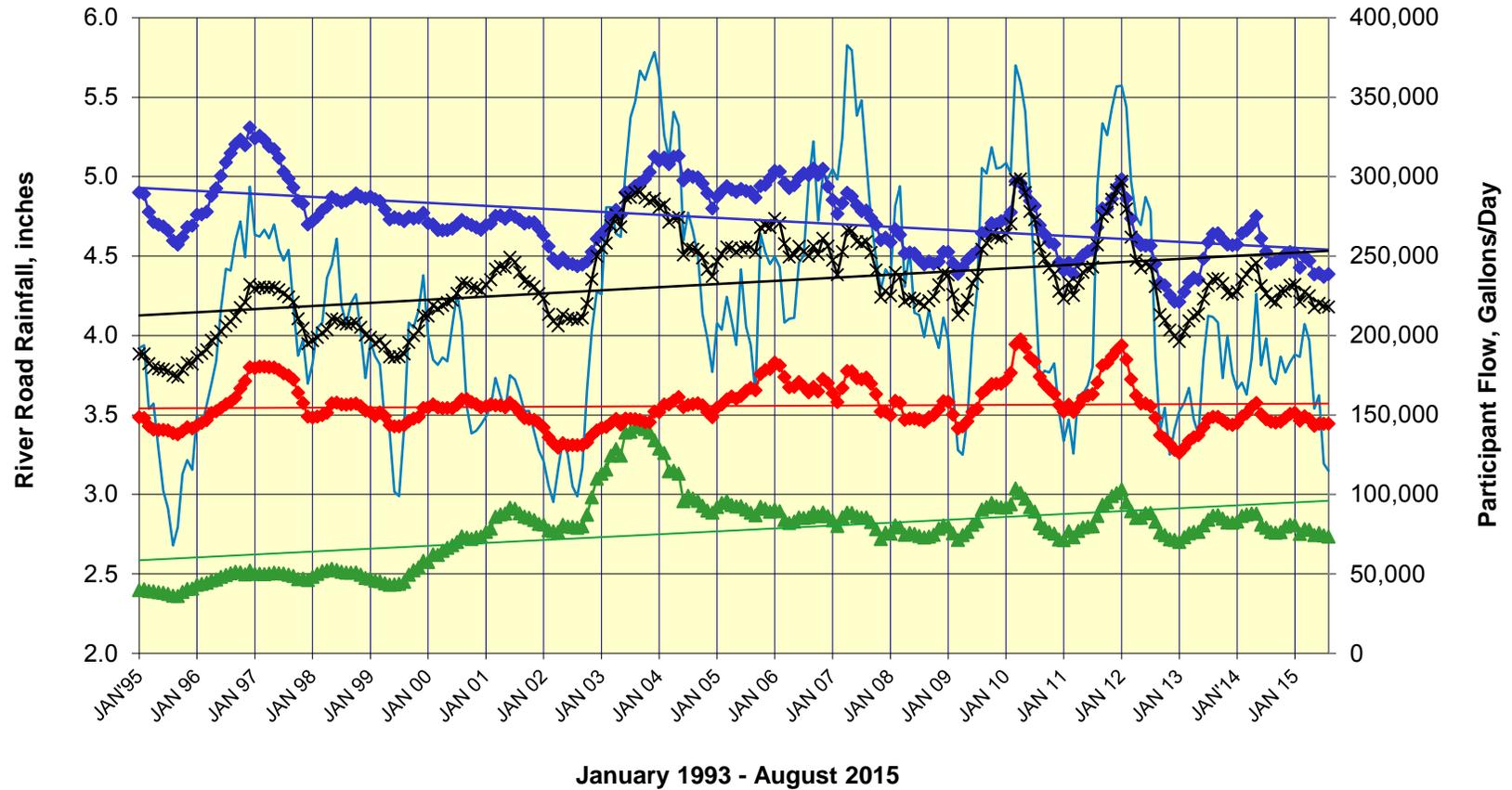
### River Road 12 Month Averages for Daily Flow and Rainfall



### RIVER ROAD 12 MONTH AVERAGE DAILY FLOWS



### UPSTREAM 12 MONTH AVERAGE DAILY FLOWS



MONTH/ YEAR	PRINCETON	MOVING	MOVING	WEST WINDSOR	MOVING	MONTH/ YEAR	TOTAL FLOW	RIVER ROAD		PENNINGTON			HOPEWELL		PRINCETON		HOPEWELL		HOPEWELL	
		12 MONTH AVERAGE	12 MONTH AVERAGE		12 MONTH AVERAGE			STP MOVING 12 MONTH TOTAL	TOTAL RAIN FALL	MOVING 12 MONTH AVERAGE	PENNINGTON BORO/STP FLOW	MOVING 12 MONTH AVERAGE	MOVING 3 MONTH AVERAGE	HOPEWELL BORO FLOW	MOVING 12 MONTH AVERAGE	FARMS FLOW	MOVING 12 MONTH AVERAGE	HOPEWELL STP FLOW	MOVING 12 MONTH AVERAGE	
SEP	3,306,472	3,800,093	2,652,731	3,075,351	1,332,648	1,465,110	SEP	7,291,851	8,340,555	3.47	2.80	224,254	257,369	217,933	124,930	137,818	32,269	36,150	157,199	173,967
OCT	3,825,172	3,855,130	3,450,579	3,102,016	1,442,707	1,463,513	OCT	8,718,457	8,420,658	4.98	3.13	297,765	262,016	241,509	155,734	139,890	60,968	38,614	216,701	178,504
NOV	4,994,847	3,987,872	3,874,907	3,146,634	1,625,878	1,480,394	NOV	10,495,632	8,614,900	5.32	3.22	337,531	268,263	286,517	165,551	142,396	59,580	40,515	225,131	182,911
DEC	3,982,992	3,987,608	3,096,594	3,090,310	1,622,870	1,473,613	DEC 95	8,702,457	8,551,534	2.26	3.16	293,765	269,120	309,687	142,060	141,549	44,184	40,659	186,244	182,208
JAN 96	6,661,150	4,161,122	4,259,792	3,118,472	1,808,719	1,483,021	JAN 96	12,729,661	8,762,616	7.09	3.49	387,452	276,052	339,582	182,200	143,445	74,973	43,114	257,173	186,559
FEB	5,397,714	4,253,531	3,852,794	3,126,766	1,855,049	1,495,371	FEB	11,105,557	8,875,668	2.43	3.43	293,009	276,290	324,742	169,419	145,057	51,672	43,732	188,789	188,789
MAR	5,724,533	4,309,817	3,531,045	3,100,640	1,858,571	1,518,859	MAR	11,114,150	8,929,315	3.95	3.56	339,391	277,862	339,951	182,264	146,762	52,354	44,386	234,618	191,148
APR	6,099,315	4,416,308	5,034,886	3,281,178	2,080,809	1,574,312	APR	13,215,010	9,271,799	4.44	3.70	374,983	287,970	335,794	187,499	151,166	51,786	45,851	239,285	197,017
MAY	4,431,964	4,486,378	4,369,491	3,430,384	1,771,401	1,607,747	MAY	10,572,856	9,524,509	3.45	3.84	309,789	292,703	341,388	146,840	152,307	41,545	46,577	188,385	198,884
JUN	4,621,070	4,601,515	3,802,777	3,560,364	1,810,533	1,646,845	JUN	10,234,380	9,808,724	5.28	4.16	317,591	300,423	334,121	151,985	154,362	48,852	48,248	200,837	202,610
JUL	4,973,678	4,755,515	4,240,872	3,704,076	1,776,972	1,687,438	JUL	10,991,522	10,147,029	7.88	4.42	330,869	309,076	319,417	156,270	156,842	44,263	49,251	200,533	206,093
AUG	3,783,005	4,816,826	3,823,922	3,832,533	1,714,120	1,725,023	AUG	9,321,046	10,374,381	2.36	4.41	271,589	314,832	306,683	134,798	158,296	43,292	50,478	178,091	208,774
SEP	3,759,235	4,854,556	3,702,131	3,919,983	1,595,740	1,746,947	SEP	9,057,105	10,521,486	5.72	4.60	290,817	320,379	297,758	155,952	160,881	41,585	51,254	197,537	212,135
OCT	5,065,575	4,967,923	4,498,505	4,007,310	1,738,639	1,771,608	OCT	11,302,719	10,736,841	6.43	4.72	333,932	323,393	298,779	224,671	166,626	57,876	50,997	226,647	217,623
NOV	4,012,291	4,876,403	3,522,859	3,977,972	1,655,219	1,774,053	NOV	9,190,368	10,628,069	2.62	4.49	293,877	319,755	306,209	221,768	171,310	44,091	49,706	265,859	221,017
DEC	7,361,416	5,157,579	5,395,298	4,169,531	2,125,377	1,815,929	DEC 96	14,882,091	11,143,039	7.60	9.94	428,711	331,001	352,173	247,735	180,117	72,473	52,063	320,208	232,180
JAN 97	4,822,564	5,004,363	3,953,524	4,144,009	2,077,635	1,838,339	JAN 97	10,853,723	10,986,711	3.45	4.63	303,827	324,032	342,138	174,172	179,448	51,474	50,105	225,646	229,553
FEB	5,518,606	5,014,438	4,259,780	4,177,924	2,013,371	1,851,532	FEB	11,791,757	11,043,894	2.30	4.62	313,587	325,747	348,708	181,683	180,470	51,396	50,082	233,079	230,552
MAR	5,047,535	4,968,021	4,226,406	4,235,871	1,868,151	1,852,330	MAR	11,142,092	11,046,223	4.45	4.67	307,736	323,109	308,383	182,938	180,526	49,776	49,867	232,714	230,393
APR	5,673,933	4,922,573	4,492,590	4,190,680	1,944,329	1,840,957	APR	12,110,851	10,954,209	3.81	4.61	327,204	319,127	316,176	181,088	179,992	55,890	50,209	236,978	230,201
MAY	4,630,212	4,939,931	3,842,849	4,146,793	1,839,495	1,846,632	MAY	10,312,556	10,932,518	4.50	4.70	287,210	317,246	307,384	145,264	179,860	47,633	50,717	192,898	230,577
JUN	3,877,179	4,877,102	3,537,716	4,124,704	1,651,797	1,833,404	JUN	9,066,692	10,835,210	3.39	4.54	252,383	311,812	288,933	134,533	178,406	44,199	50,329	178,732	228,735
JUL	3,661,554	4,767,759	3,444,091	4,058,306	1,565,235	1,815,759	JUL	8,670,881	10,641,824	7.05	4.47	226,158	303,086	255,251	129,407	176,167	42,068	50,146	171,475	226,314
AUG	3,288,768	4,726,572	3,009,336	3,990,424	1,490,360	1,797,112	AUG	7,788,464	10,514,108	3.16	4.54	220,610	298,838	233,050	119,901	174,926	35,731	49,516	155,633	224,442
SEP	3,202,328	4,680,163	2,735,838	3,909,899	1,451,130	1,785,062	SEP	7,389,297	10,375,124	1.52	4.19	223,951	293,266	223,573	123,719	172,240	32,760	48,781	156,479	221,021
OCT	3,191,999	4,524,033	2,641,778	3,755,172	1,466,048	1,762,346	OCT	7,299,825	10,041,550	2.64	3.87	232,333	284,799	225,631	125,953	164,013	32,204	46,641	158,157	210,655
NOV	3,414,922	4,474,251	3,222,459	3,730,139	1,604,706	1,758,136	NOV	8,242,087	9,962,526	3.84	3.98	270,831	282,879	242,372	145,003	157,616	49,329	47,078	194,332	204,694
DEC	3,660,262	4,165,822	3,375,613	3,561,832	1,616,816	1,715,756	DEC 97	8,652,691	9,443,410	4.26	3.70	274,182	270,001	259,115	143,456	148,926	60,567	46,086	204,023	195,012
JAN 98	5,074,533	4,468,819	3,847,182	3,552,970	1,656,021	1,680,622	JAN 98	10,577,736	9,420,411	4.99	3.83	328,253	272,037	291,089	169,176	148,510	77,355	48,242	246,531	196,753
FEB	5,780,407	4,208,636	4,244,156	3,551,668	1,842,532	1,666,385	FEB	11,867,996	9,426,689	4.97	4.05	346,716	274,797	316,384	186,856	148,941	72,722	50,019	259,578	198,961
MAR	5,951,431	4,283,961	4,811,175	3,600,991	2,034,965	1,680,286	MAR	12,797,571	9,564,646	4.85	4.08	356,836	278,889	343,935	194,129	149,874	70,439	51,741	264,568	201,615
APR	5,975,157	4,309,063	4,855,264	3,630,621	1,937,892	1,679,750	APR	12,768,313	9,619,434	7.20	4.36	352,878	281,029	352,143	199,825	151,435	61,448	52,205	261,274	203,640
MAY	6,017,325	4,424,656	5,063,137	3,732,312	1,960,258	1,689,813	MAY	13,040,720	9,846,781	5.46	4.44	358,882	287,001	356,199	215,996	157,330	60,238	53,255	276,234	210,585
JUN	4,121,668	4,445,030	3,771,293	3,751,777	1,779,564	1,700,461	JUN	9,672,525	9,897,267	5.39	4.61	233,685	285,443	315,148	138,598	157,668	33,642	52,375	172,240	210,044
JUL	3,634,430	4,442,769	2,920,283	3,708,126	1,632,881	1,706,908	JUL	8,187,594	9,856,993	1.99	4.19	208,563	283,977	267,043	116,970	156,632	29,926	51,364	146,896	207,995
AUG	2,991,968	4,418,036	2,612,090	3,675,022	1,566,708	1,712,460	AUG	7,170,765	9,805,518	1.75	4.07	230,308	284,785	224,185	116,903	156,382	28,681	50,776	145,584	207,158
SEP	3,357,381	4,430,957	2,590,624	3,662,921	1,665,868	1,730,355	SEP	7,613,873	9,824,233	1.12	4.21	246,857	286,694	228,576	127,971	156,736	32,760	50,776	160,731	207,512
OCT	3,345,248	4,443,728	2,629,681	3,661,913	1,581,704	1,739,993	OCT	7,556,634	9,845,634	3.30	4.26	264,710	289,392	247,292	130,404	157,107	33,785	50,908	164,189	208,015
NOV	3,287,654	4,433,122	2,477,764	3,599,855	1,643,667	1,743,240	NOV	7,409,084	9,776,217	0.98	4.02	246,781	287,388	252,783	126,902	155,599	33,039	49,550	159,941	205,149
DEC	3,177,708	4,392,708	2,485,976	3,525,719	1,631,880	1,744,495	DEC 98	7,295,564	9,663,123	0.79	3.73	261,490	286,330	257,660	109,900	152,802	35,753	47,482	145,653	200,285
JAN 99	4,496,600	4,344,948	4,270,367	3,560,984	1,858,119	1,761,345	JAN 99	10,625,186	9,667,077	7.74	3.96	341,090	287,400	283,120	156,967	151,785	72,312	47,062	229,279	198,847
FEB	4,686,379	4,253,579	4,203,334	3,557,582	1,854,707	1,762,359	FEB	10,744,421	9,573,521	3.87	3.87	326,478	285,713	309,686	156,938	149,292	56,170	45,683	213,108	194,975
MAR	5,811,813	4,241,944	4,768,952	3,554,064	2,023,037	1,761,365	MAR	12,603,802	9,557,373	4.22	3.82	344,432	284,679	337,333	222,149	151,627	67,616	45,448	289,765	197,074
APR	4,385,125	4,109,442	3,876,556	3,472,505	1,909,855	1,759,029	APR	10,171,536	9,340,975	2.77	3.45	287,500	279,231	319,470	171,225	149,244	44,865	44,066	216,090	193,309
MAY	4,097,084	3,949,422	3,586,858	3,349,482	1,790,666	1,744,896	MAY	9,474,608	9,043,799	4.84	3.40	286,231	273,177	306,054	147,865	143,566	48,624	43,098	196,489	186,664
JUN	3,262,410	3,877,817	3,073,675	3,291,347	1,680,909	1,736,675	JUN	8,016,994	8,905,838	0.84	3.02	247,588	274,336	273,773	131,371	142,964	35,758	43,274	167,289	186,238
JUL	2,912,673	3,817,670	2,758,864	3,277,895	1,540,486	1,728,975	JUL	7,212,023	8,824,541	1.66	2.99	198,597								

MONTH/ YEAR	PRINCETON	MOVING	SOUTH BRUNSWICK	MOVING	WEST WINDSOR	MOVING	MONTH/ YEAR	TOTAL FLOW	RIVER ROAD		PENNINGTON			HOPEWELL		PRINCETON		HOPEWELL		
		12 MONTH AVERAGE		12 MONTH AVERAGE		12 MONTH AVERAGE			STP MOVING 12 MONTH TOTAL	TOTAL RAIN FALL	MOVING 12 MONTH AVERAGE	PENNINGTON BORO/STP FLOW	MOVING 12 MONTH AVERAGE	MOVING 3 MONTH AVERAGE	HOPEWELL BORO FLOW	MOVING 12 MONTH AVERAGE	PRINCETON FARMS FLOW	MOVING 12 MONTH AVERAGE	HOPEWELL STP FLOW	MOVING 12 MONTH AVERAGE
JUL	2,887,122	3,668,958	3,334,876	3,798,381	1,724,647	1,880,406	JUL	7,946,645	9,347,745	4.13	4.27	227,551	269,807	258,469	144,103	156,531	59,692	70,049	203,794	226,580
AUG	3,354,246	3,713,664	3,933,628	3,888,564	1,845,169	1,897,991	AUG	9,133,043	9,500,218	4.74	4.09	246,306	272,726	244,528	162,440	159,720	86,134	73,641	248,574	233,361
SEP	3,261,421	3,637,004	3,493,274	3,872,856	1,813,917	1,898,438	SEP	8,568,612	9,408,298	4.65	3.55	258,787	270,787	244,215	164,023	159,983	76,995	72,831	241,018	232,814
OCT	3,077,696	3,609,467	3,223,672	3,864,434	1,767,013	1,900,646	OCT	8,068,380	9,374,546	0.88	3.38	236,187	269,543	247,093	123,904	158,103	58,290	72,031	182,193	230,134
NOV	3,050,518	3,604,011	3,273,573	3,851,291	1,745,071	1,899,500	NOV	8,069,162	9,354,802	2.50	3.40	236,720	268,171	243,898	124,753	156,786	68,517	73,132	193,270	229,919
DEC	3,581,346	3,576,284	3,543,404	3,801,116	1,924,628	1,909,965	DEC 00	9,049,379	9,287,365	3.91	3.44	276,077	266,514	249,662	153,167	154,717	89,740	73,530	242,907	228,247
JAN 01	4,211,345	3,633,882	4,405,976	3,857,009	2,131,868	1,931,875	JAN 01	10,749,189	9,422,766	3.80	3.49	300,838	269,508	271,212	169,184	155,439	99,774	76,515	268,958	231,954
FEB	5,062,540	3,685,816	4,724,468	3,886,649	2,225,068	1,946,479	FEB	12,012,076	9,518,944	2.74	3.55	327,952	270,445	301,623	195,118	156,650	137,652	78,530	332,769	235,179
MAR	5,473,527	3,776,204	5,177,950	3,946,892	2,375,029	1,969,955	MAR	13,026,505	9,693,051	6.04	3.73	360,239	275,383	329,676	192,047	155,993	151,884	85,898	343,931	241,891
APR	4,816,148	3,818,427	4,193,492	3,930,610	2,348,231	1,992,989	APR	11,357,871	9,742,026	1.99	3.62	287,707	275,518	325,299	164,862	156,086	94,532	87,374	259,393	243,460
MAY	3,474,334	3,792,816	3,271,404	3,853,112	2,036,552	1,990,607	MAY	8,782,291	9,636,536	3.37	3.52	264,419	273,542	304,122	134,086	154,802	78,605	88,006	212,690	242,808
JUN	4,054,762	3,858,750	3,912,200	3,873,993	1,961,916	1,991,592	JUN	9,928,878	9,724,336	6.26	3.75	290,915	276,142	281,014	164,478	157,680	98,438	91,688	262,916	249,368
JUL	2,866,958	3,857,070	3,095,859	3,854,075	1,859,488	2,002,829	JUL	7,822,305	9,713,974	3.79	3.72	210,379	274,711	255,238	114,426	155,207	50,534	90,924	164,959	246,132
AUG	2,579,819	3,792,534	3,111,440	3,785,559	1,856,222	2,003,750	AUG	7,547,480	9,581,844	3.72	3.64	223,988	272,851	241,761	117,986	151,503	53,621	88,215	171,607	239,718
SEP	2,594,326	3,736,943	2,946,309	3,739,979	1,787,552	2,001,553	SEP	7,328,186	9,478,475	3.28	3.52	229,921	270,445	221,429	122,846	148,071	52,772	86,196	175,618	234,268
OCT	2,646,430	3,701,004	2,722,045	3,698,177	1,965,830	2,018,121	OCT	7,334,306	9,417,302	0.91	3.53	245,113	271,189	233,007	116,978	147,494	48,944	85,418	165,922	232,912
NOV	2,594,733	3,663,022	2,688,171	3,649,393	1,892,532	2,030,410	NOV	7,175,437	9,342,825	0.94	3.40	236,937	271,207	237,324	118,656	146,986	50,670	83,930	169,326	230,916
DEC	2,418,311	3,566,103	2,893,097	3,595,201	1,886,115	2,027,200	DEC 01	7,197,523	9,188,504	2.48	3.28	229,243	267,304	237,098	128,098	144,897	60,724	81,512	188,821	226,409
JAN 02	2,738,669	3,443,380	3,253,897	3,499,194	1,755,182	1,995,810	JAN 02	7,747,748	8,938,384	3.01	3.21	251,729	263,212	239,300	136,400	142,165	94,622	81,083	231,022	223,248
FEB	2,884,510	3,261,877	3,245,365	3,375,956	1,723,619	1,954,022	FEB	7,853,494	8,591,835	0.86	3.05	243,158	256,146	241,377	121,897	136,063	92,706	77,337	214,604	213,401
MAR	3,401,761	3,089,230	3,871,364	3,267,034	1,787,328	1,905,047	MAR	9,060,453	8,261,331	4.82	2.95	267,885	248,449	254,257	146,918	132,303	145,180	76,779	292,098	209,081
APR	3,394,907	2,970,793	3,551,561	3,213,559	1,816,301	1,860,720	APR	8,762,768	8,045,072	4.45	3.16	254,015	245,642	255,019	131,748	129,543	91,395	76,517	223,142	206,060
MAY	4,246,869	3,035,171	4,393,800	3,307,992	1,913,242	1,850,444	MAY	10,553,911	8,192,707	5.61	3.34	304,167	248,954	275,356	166,825	132,271	132,252	80,988	299,078	213,259
JUN	3,135,478	2,958,564	3,438,446	3,267,613	1,934,363	1,848,148	JUN	8,508,287	8,074,325	5.13	3.25	247,302	248,920	268,495	147,590	130,864	84,753	79,848	232,343	210,712
JUL	2,606,643	2,936,871	2,850,595	3,247,174	1,709,839	1,835,677	JUL	7,167,077	8,019,723	1.41	3.05	206,450	244,992	252,640	116,836	131,065	47,006	79,554	163,843	210,619
AUG	2,448,990	2,925,969	2,656,532	3,209,265	1,743,316	1,828,268	AUG	6,848,838	7,961,502	2.96	2.99	208,751	243,723	220,834	116,163	130,913	48,212	79,103	164,375	210,616
SEP	2,983,185	2,958,374	3,136,033	3,225,076	1,918,284	1,837,163	SEP	8,037,503	8,020,612	5.41	3.17	241,760	244,709	218,987	125,614	131,143	63,824	80,024	189,437	211,167
OCT	3,427,505	3,023,463	3,995,638	3,331,208	2,106,025	1,848,846	OCT	9,529,168	8,203,517	6.83	3.66	268,796	246,683	239,769	136,941	132,807	135,321	87,222	272,261	220,029
NOV	4,189,591	3,156,368	4,558,783	3,487,093	2,176,792	1,872,534	NOV	10,925,166	8,515,995	5.37	4.03	309,420	252,723	273,325	172,616	137,304	181,821	98,151	354,437	235,455
DEC	4,862,425	3,360,044	4,527,877	3,623,324	2,216,518	1,900,067	DEC 02	11,606,820	8,883,436	5.47	4.28	327,075	260,876	301,763	162,773	140,193	202,008	109,925	364,781	250,118
JAN 03	4,611,798	3,516,138	4,256,291	3,706,857	2,299,808	1,945,453	JAN 03	11,167,897	9,168,448	2.81	4.26	289,842	264,052	308,779	156,857	141,898	133,045	113,127	289,902	255,025
FEB	4,232,893	3,628,504	3,846,967	3,756,991	2,079,477	1,975,108	FEB	10,159,337	9,360,602	7.41	4.81	278,456	266,993	298,458	129,834	142,560	123,298	115,676	253,133	258,236
MAR	6,435,343	3,881,302	5,273,587	3,873,842	2,432,001	2,028,831	MAR	14,140,931	9,783,975	4.82	4.81	362,951	274,915	310,416	174,108	144,825	250,495	124,452	424,603	269,278
APR	4,832,474	4,001,099	4,433,822	3,947,364	2,418,618	2,079,024	APR	11,684,915	10,027,487	2.46	4.64	303,031	279,000	314,813	164,607	147,564	139,618	128,471	304,226	276,035
MAY	3,662,791	3,952,426	3,716,837	3,890,951	2,249,101	2,107,012	MAY	9,628,729	9,950,389	5.38	4.62	266,573	275,867	310,852	123,228	143,931	84,510	124,492	207,738	268,423
JUN	7,027,940	4,276,798	5,977,750	4,102,559	2,595,869	2,162,137	JUN	15,601,559	10,541,495	10.05	5.03	417,224	290,027	328,943	192,919	147,708	258,130	138,941	451,049	286,649
JUL	3,366,134	4,340,089	3,369,984	4,145,842	2,202,068	2,203,156	JUL	8,938,186	10,689,087	5.51	5.37	222,403	291,357	302,067	114,078	147,478	54,501	139,565	168,580	287,043
AUG	3,184,783	4,401,405	3,838,850	4,244,368	2,044,574	2,228,261	AUG	9,068,206	10,874,035	4.17	5.47	242,782	294,193	294,136	115,465	147,420	81,915	142,374	197,381	289,794
SEP	3,416,533	4,437,517	3,680,155	4,289,712	2,112,468	2,244,443	SEP	9,209,155	10,971,672	7.72	5.67	265,496	296,171	243,560	117,990	146,785	81,238	143,825	199,228	290,610
OCT	3,635,280	4,454,832	3,686,838	4,263,978	2,079,609	2,242,242	OCT	9,401,727	10,961,052	6.15	5.61	298,785	298,670	269,021	120,802	145,440	104,459	141,253	225,261	286,693
NOV	5,130,902	4,533,275	4,907,458	4,293,035	2,199,126	2,244,103	NOV	12,237,486	11,070,412	6.53	5.71	358,940	302,796	307,740	172,618	145,440	154,963	139,015	327,581	284,455
DEC	6,288,625	4,652,125	5,317,593	4,358,844	2,427,732	2,261,704	DEC 03	14,033,950	11,272,673	6.41	5.78	445,180	312,639	367,635	243,438	152,162	142,291	134,039	385,729	286,201
JAN 04	3,930,959	4,595,388	3,734,613	4,315,371	2,247,170	2,257,318	JAN 04	9,912,741	11,168,077	0.98	5.63	258,037	309,988	354,052	152,616	151,809	72,363	128,982	224,979	280,790
FEB	4,502,561	4,617,860	4,126,482	4,338,664	2,300,766	2,275,759	FEB	10,929,809	11,232,283	2.96	5.26	302,378	311,982	335,198	187,140	156,584	88,543	128,086	275,683	282,670
MAR	4,497,758	4,456,395	4,416,963	4,267,729	2,280,471	2,263,131	MAR	11,195,191	10,986,805	3.01	5.11	313,559	307,866	291,325	175,555	156,705	113,351	114,657	288,906	271,362
APR	5,586,462	4,519,227	4,904,477	4,306,500	2,427,034	2,263,832	APR	12,917,973	11,089,560	6.03	5.41	358,672	312,502	324,870	192,585	159,036	142,311	114,881	334,896	273,917
MAY	3,745,689	4,526,135	3,774,805	4,311,331	2,278,845	2,266,311	MAY	9,799,339												

MONTH/ YEAR	PRINCETON	MOVING	SOUTH	MOVING	WEST	MOVING	MONTH/ YEAR	TOTAL FLOW	RIVER ROAD		PENNINGTON			HOPEWELL		PRINCETON		HOPEWELL		
		12 MONTH AVERAGE	BRUNSWICK	12 MONTH AVERAGE	WINDSOR	12 MONTH AVERAGE			TOTAL MOVING 12 MONTH TOTAL	TOTAL RAIN FALL	MOVING 12 MONTH AVERAGE	PENNINGTON BORO/STP FLOW	MOVING 12 MONTH AVERAGE	MOVING 3 MONTH AVERAGE	HOPEWELL BORO FLOW	MOVING 12 MONTH AVERAGE	FARMS FLOW	MOVING 12 MONTH AVERAGE	HOPEWELL STP FLOW	MOVING 12 MONTH AVERAGE
JUL	3,139,659	3,812,333	4,042,513	4,042,387	2,016,896	2,176,054	JUL	9,199,067	10,030,773	3.28	4.06	247,695	291,028	252,269	166,901	165,208	68,912	90,533	235,813	255,741
AUG	2,677,928	3,796,509	2,996,822	3,987,005	1,931,496	2,166,693	AUG	7,606,247	9,950,207	1.41	3.94	223,197	290,465	241,702	143,766	167,050	39,713	88,541	183,479	255,591
SEP	2,679,759	3,777,096	2,840,617	3,948,080	1,804,960	2,146,015	SEP	7,325,337	9,871,191	2.26	3.64	218,529	286,904	229,807	107,676	165,556	43,161	86,940	150,838	252,496
OCT	5,683,514	4,000,827	5,237,157	4,109,304	2,302,187	2,164,748	OCT	13,222,857	10,274,879	13.67	4.64	338,769	294,197	260,165	227,799	175,837	131,592	92,326	359,391	268,163
NOV	3,962,403	4,030,991	3,914,879	4,097,654	2,123,733	2,172,370	NOV	10,001,014	10,301,015	3.37	4.53	294,111	294,778	283,803	152,406	178,412	102,390	90,953	254,796	269,364
DEC 05	4,720,774	4,048,135	4,586,880	4,093,955	2,265,168	2,178,005	DEC 05	11,572,822	10,320,095	2.96	4.45	380,064	299,083	337,648	211,145	178,872	104,558	89,146	315,703	268,018
JAN 06	5,999,933	4,163,214	5,276,138	4,149,767	2,551,684	2,207,964	JAN 06	13,827,754	10,520,946	5.24	4.50	402,645	303,561	358,940	272,801	183,052	134,010	90,680	406,811	273,732
FEB	4,846,750	4,183,127	4,412,044	4,133,759	2,380,458	2,213,313	FEB	11,639,253	10,530,199	1.66	4.43	338,517	303,246	373,742	190,277	181,234	105,386	89,548	295,663	270,783
MAR	3,500,456	4,079,717	3,322,992	4,024,862	2,283,036	2,207,628	MAR	9,106,484	10,312,207	1.28	4.08	266,656	296,233	335,939	126,214	173,899	60,793	83,902	187,008	257,801
APR	3,782,214	3,937,199	3,788,947	3,947,763	2,220,368	2,181,662	APR	9,791,529	10,066,624	4.56	4.11	294,996	292,858	300,056	137,628	167,446	87,629	81,960	225,257	249,406
MAY	3,578,044	3,958,637	3,766,291	3,973,866	2,237,261	2,184,942	MAY	9,581,595	10,116,834	2.54	4.11	276,309	294,642	279,320	137,251	167,848	64,695	82,973	201,946	250,821
JUN	3,781,660	4,029,424	4,610,779	4,066,338	2,328,911	2,203,846	JUN	10,721,350	10,299,609	11.28	4.46	309,864	299,279	293,723	174,423	170,691	83,329	85,514	257,752	256,205
JUL	3,101,823	4,026,271	3,659,928	4,034,456	2,089,201	2,209,872	JUL	8,850,952	10,270,599	3.79	4.50	281,532	302,099	289,235	131,122	167,709	65,583	85,237	196,705	252,946
AUG	2,514,360	4,012,641	3,081,036	4,041,474	1,975,765	2,212,561	AUG	7,571,161	10,267,676	6.97	4.96	209,872	300,989	267,089	103,392	164,345	44,051	85,598	147,443	259,963
SEP	3,258,439	4,000,864	3,798,305	4,121,281	2,176,601	2,244,531	SEP	9,233,344	10,426,676	5.34	5.22	268,158	305,124	253,187	146,693	167,596	80,172	88,682	228,864	256,278
OCT	4,018,206	3,922,088	4,430,573	4,054,066	2,306,986	2,244,931	OCT	10,755,765	10,221,085	7.70	4.72	290,770	301,124	256,267	194,573	164,827	104,112	86,392	298,685	251,219
NOV	5,218,237	4,026,741	5,187,486	4,160,117	2,560,405	2,281,320	NOV	12,966,128	10,468,178	6.79	5.01	339,886	304,939	299,605	196,001	172,627	128,960	88,606	374,961	261,233
DEC 06	3,725,842	3,943,830	4,079,786	4,117,859	2,396,808	2,292,290	DEC 06	10,202,436	10,353,979	2.72	4.99	246,575	293,815	292,410	179,665	169,953	77,043	86,313	256,107	256,267
JAN 07	4,663,511	3,832,462	4,524,654	4,055,235	2,474,431	2,285,853	JAN 07	11,662,596	10,173,549	5.93	5.05	301,030	285,347	295,831	197,848	163,707	101,922	83,639	299,770	247,347
FEB	3,289,886	3,702,723	3,276,960	3,960,645	2,226,356	2,273,011	FEB	8,793,202	9,936,378	0.88	4.98	233,059	276,559	260,221	123,321	158,128	63,529	80,151	186,849	238,279
MAR	5,215,426	3,845,637	4,883,977	4,090,727	2,545,100	2,294,849	MAR	12,644,503	10,231,213	4.45	5.25	347,478	283,294	293,856	204,007	167,110	127,709	85,728	361,717	252,838
APR	6,757,494	4,093,577	5,845,358	4,262,094	2,852,305	2,347,511	APR	15,455,157	10,703,182	11.54	5.83	373,397	289,827	317,978	264,107	177,650	122,188	88,608	386,295	266,258
MAY	3,626,826	4,097,642	3,843,381	4,268,519	2,524,599	2,371,456	MAY	9,994,805	10,737,617	2.16	5.80	250,607	287,686	323,827	135,407	177,497	61,324	88,327	196,732	265,823
JUN	2,980,579	4,030,886	3,672,237	4,190,307	2,344,138	2,372,724	JUN	8,996,954	10,593,917	6.33	5.38	243,004	282,114	289,003	122,083	173,135	56,549	86,095	178,630	259,830
JUL	2,801,533	4,005,861	3,524,180	4,178,995	2,156,853	2,378,362	JUL	8,482,566	10,563,218	4.96	5.48	235,195	278,253	242,935	123,666	172,514	57,481	85,420	181,147	257,934
AUG	2,543,084	4,008,255	3,412,349	4,206,604	2,089,966	2,387,879	AUG	8,045,399	10,602,738	2.49	5.11	215,549	278,726	231,249	115,834	173,550	45,499	85,541	161,332	259,091
SEP	2,632,836	3,956,122	3,031,840	4,142,732	2,080,034	2,379,832	SEP	7,744,711	10,478,685	0.85	4.73	212,612	274,097	221,119	99,850	169,647	44,860	82,598	144,711	252,245
OCT	2,803,333	3,854,882	3,279,412	4,046,802	2,106,451	2,363,120	OCT	8,189,197	10,264,804	4.75	4.49	237,990	269,699	222,050	115,573	163,063	50,898	78,164	166,471	241,227
NOV	2,771,191	3,660,962	3,308,043	3,890,182	2,097,455	2,324,541	NOV	8,176,690	9,865,685	4.42	4.29	224,215	260,059	224,939	114,846	152,134	54,752	71,979	169,598	224,113
DEC 07	3,377,628	3,621,944	4,425,452	3,918,987	2,195,110	2,307,733	DEC 07	9,998,190	9,848,664	4.25	4.42	264,274	261,534	242,160	178,432	152,081	124,700	75,951	303,132	228,032
JAN 08	3,535,044	3,527,905	4,207,010	3,892,517	2,240,516	2,288,240	JAN 08	9,982,570	9,708,662	5.34	4.37	268,210	258,799	252,233	170,736	149,822	93,994	75,290	264,330	225,112
FEB	4,799,070	3,653,670	4,945,125	4,031,530	2,424,951	2,304,790	FEB	12,169,146	9,989,991	6.27	4.82	330,075	266,884	287,519	232,866	158,951	127,157	80,593	360,024	239,543
MAR	4,796,678	3,618,775	4,693,041	4,015,619	2,523,996	2,303,031	MAR	12,013,715	9,937,425	5.92	4.94	306,070	263,433	301,453	217,619	157,585	112,151	79,296	329,770	236,881
APR	3,500,102	3,347,325	3,764,715	3,842,232	2,360,517	2,262,049	APR	9,625,334	9,451,606	3.94	4.31	232,941	251,729	289,695	135,853	146,897	66,214	74,632	202,067	221,529
MAY	3,669,580	3,350,888	4,210,659	3,872,839	2,404,444	2,252,036	MAY	10,284,683	9,475,763	4.91	4.54	257,431	252,297	265,481	146,197	147,796	74,544	75,733	220,741	223,530
JUN	2,751,411	3,331,791	3,475,917	3,856,479	2,387,664	2,255,663	JUN	8,614,992	9,443,933	1.62	4.14	236,619	251,765	242,330	123,234	147,892	49,537	75,149	172,771	223,041
JUL	2,536,029	3,309,665	3,076,973	3,819,211	2,212,862	2,260,330	JUL	7,825,863	9,389,207	4.80	4.13	190,768	248,063	228,272	112,769	146,984	41,154	73,788	153,923	220,772
AUG	2,247,987	3,285,074	2,855,396	3,772,799	2,155,112	2,265,759	AUG	7,258,495	9,323,632	0.81	3.99	176,223	244,786	201,203	103,228	145,934	34,673	72,886	132,901	218,820
SEP	2,835,065	3,301,926	3,654,703	3,824,704	2,248,425	2,279,792	SEP	8,738,192	9,406,422	2.94	4.16	234,582	246,616	200,524	130,615	148,497	51,825	73,467	182,440	221,964
OCT	2,764,828	3,298,718	3,433,983	3,837,585	2,218,631	2,289,140	OCT	8,417,443	9,425,443	3.16	4.03	221,990	245,283	210,931	132,869	149,939	63,871	74,548	196,740	224,866
NOV	3,091,378	3,325,400	4,133,935	3,906,409	2,323,427	2,307,971	NOV	9,548,741	9,539,780	3.10	3.92	239,339	246,543	231,970	158,776	153,541	101,150	78,414	259,226	231,955
DEC 08	4,654,529	3,431,808	5,344,924	3,983,032	2,547,518	2,337,338	DEC 08	12,546,970	9,752,179	6.54	4.11	337,695	252,662	266,341	240,321	158,698	149,826	80,508	390,147	239,207
JAN 09	3,737,762	3,448,702	4,168,984	3,979,863	2,628,177	2,369,643	JAN 09	10,534,923	9,798,208	3.70	3.98	266,909	252,553	281,314	166,222	158,322	84,901	79,750	251,124	238,073
FEB	3,343,154	3,327,375	3,824,228	3,886,455	2,430,270	2,370,087	FEB	9,597,652	9,583,917	2.42	3.66	245,357	245,494	283,320	137,052	150,338	75,426	75,439	212,477	225,777
MAR	2,963,175	3,174,583	3,525,948	3,789,197	2,244,283	2,346,777	MAR	8,733,405	9,310,558	1.42	3.28	225,652	238,792	245,972	112,878	141,609	63,651	71,398	176,529	213,007
APR	4,005,367	3,276,689	4,286,046	3,832,641	2,380,426	2,348,437	APR	10,671,839	9,397,766	3.59	3.25	280,563	242,761	250,524	149,942	142,784	101,968	74,377	251,910	217,161
MAY	4,334,012	3,272,058	4,500,872	3,856,825	2,486,408	2,355,267	MAY	11,321,292	9,4											

MONTH/ YEAR	PRINCETON	MOVING	SOUTH BRUNSWICK	MOVING	WEST WINDSOR	MOVING	MONTH/ YEAR	TOTAL	RIVER ROAD		PENNINGTON			HOPEWELL		PRINCETON		HOPEWELL		
		12 MONTH AVERAGE		12 MONTH AVERAGE		12 MONTH AVERAGE		12 MONTH AVERAGE	12 MONTH AVERAGE	STP MOVING 12 MONTH TOTAL	TOTAL RAIN FALL	MOVING 12 MONTH AVERAGE	PENNINGTON BORO/STP FLOW	MOVING 12 MONTH AVERAGE	MOVING 3 MONTH AVERAGE	HOPEWELL BORO FLOW	MOVING 12 MONTH AVERAGE	FARMS FLOW	MOVING 12 MONTH AVERAGE	HOPEWELL STP FLOW
JUL	2,468,897	3,855,491	2,832,018	3,937,125	2,018,794	2,389,321	JUL	7,319,709	10,181,937	1.76	4.36	180,401	281,605	211,977	105,057	183,599	34,245	89,230	139,302	272,829
AUG	2,245,889	3,722,521	2,801,343	3,843,078	1,918,936	2,350,747	AUG	6,766,169	9,916,347	2.44	3.73	167,315	269,348	183,133	105,492	174,051	32,532	81,570	138,024	255,621
SEP	2,402,521	3,662,752	2,587,342	3,800,755	1,915,696	2,327,634	SEP	6,905,558	9,791,140	3.08	3.78	178,330	263,757	175,349	106,208	169,507	36,314	78,783	142,523	248,290
OCT	2,726,311	3,602,786	3,131,158	3,774,397	2,016,451	2,307,103	OCT	7,873,920	9,684,285	5.01	3.77	226,199	258,952	190,615	133,663	166,317	66,165	76,440	199,828	242,757
NOV	2,599,025	3,544,283	3,010,784	3,739,146	2,010,761	2,284,869	NOV	7,620,570	9,568,298	2.19	3.83	212,914	257,480	205,815	125,594	163,282	65,109	75,339	190,703	238,621
DEC 10	2,809,093	3,341,738	3,389,802	3,606,946	2,071,565	2,243,094	DEC 10	8,270,461	9,191,778	2.99	3.52	226,880	246,189	221,998	154,109	156,197	96,386	71,641	250,495	227,838
JAN 11	2,810,326	3,255,200	3,589,255	3,571,676	2,130,682	2,221,945	JAN 11	8,530,263	9,048,820	1.80	3.34	219,980	240,931	219,925	147,131	152,205	78,788	71,198	225,918	223,403
FEB	4,948,928	3,322,832	5,275,665	3,648,946	2,418,394	2,218,193	FEB	12,642,988	9,189,971	3.23	3.47	358,683	246,165	268,514	243,468	156,483	166,413	76,893	409,881	233,376
MAR	5,584,034	3,210,038	5,390,683	3,560,546	2,800,178	2,191,222	MAR	13,774,895	8,961,807	7.05	3.26	372,390	238,725	317,017	273,250	152,020	138,849	73,180	412,098	225,200
APR	5,064,077	3,284,088	5,171,357	3,635,016	2,819,132	2,220,480	APR	13,054,566	9,139,585	6.69	3.62	364,628	246,937	365,233	233,244	155,812	115,548	77,097	348,793	232,908
MAY	4,086,660	3,366,069	4,085,037	3,687,344	2,528,353	2,232,255	MAY	10,700,051	9,285,668	5.50	3.63	297,641	250,937	344,886	184,799	160,490	79,985	79,244	264,784	239,734
JUN	2,812,935	3,379,891	3,302,907	3,697,279	2,246,495	2,241,286	JUN	8,362,336	9,318,457	2.54	3.69	230,866	253,019	297,712	135,464	162,290	47,397	79,811	182,861	242,101
JUL	2,726,920	3,401,393	3,265,092	3,733,369	2,084,562	2,246,767	JUL	8,076,575	9,381,529	3.11	3.80	197,317	254,429	241,941	115,398	163,152	36,444	79,994	151,842	243,146
AUG	4,583,013	3,596,154	4,959,231	3,929,860	2,456,694	2,299,080	AUG	12,088,938	9,825,093	16.14	4.94	330,560	268,032	252,914	193,518	170,487	11,144	86,545	304,663	257,032
SEP	4,972,893	3,810,351	4,969,183	4,128,346	2,643,012	2,359,690	SEP	12,585,087	10,298,387	7.78	5.34	321,329	279,949	283,069	235,074	181,226	121,531	93,647	356,605	274,873
OCT	3,710,156	3,892,338	4,024,968	4,202,830	2,330,529	2,386,863	OCT	10,065,653	10,481,032	4.12	5.26	224,702	279,824	292,197	150,455	182,625	84,099	95,141	234,554	277,766
NOV	4,179,518	4,024,046	4,408,229	4,319,284	2,291,215	2,409,234	NOV	10,878,963	10,752,565	4.25	5.43	288,245	286,102	278,092	176,509	186,868	110,578	98,930	287,087	285,798
DEC 11	4,416,139	4,157,967	4,526,602	4,414,017	2,690,174	2,460,785	DEC 11	11,632,914	11,032,769	4.61	5.57	313,768	293,342	275,572	201,023	190,778	119,477	100,854	320,500	291,632
JAN 12	4,103,976	4,265,771	4,309,559	4,474,043	2,401,050	2,483,316	JAN 12	10,814,586	11,223,129	1.85	5.57	281,501	298,469	294,505	184,321	193,877	107,598	103,255	291,919	297,132
FEB	3,012,022	4,104,362	3,579,731	4,332,715	2,163,126	2,462,043	FEB	8,754,878	10,899,120	1.63	5.44	212,883	286,319	269,384	135,168	184,852	65,070	94,810	200,238	279,662
MAR	2,860,708	3,877,418	3,793,309	4,199,600	2,131,820	2,406,347	MAR	8,785,836	10,483,365	1.43	4.97	219,912	273,613	238,099	124,516	172,457	74,940	89,484	199,456	261,942
APR	2,744,966	3,684,159	3,651,529	4,072,948	2,087,037	2,345,339	APR	8,483,532	10,102,446	3.99	4.75	214,245	261,081	215,680	116,208	64,626	85,241	174,878	247,449	
MAY	3,186,355	3,609,133	3,987,735	4,064,839	2,218,648	2,319,530	MAY	9,392,737	9,993,503	4.90	4.70	246,598	256,827	226,918	123,767	157,122	81,846	85,396	205,613	242,518
JUN	2,840,346	3,611,418	3,744,512	4,101,640	2,098,948	2,307,235	JUN	8,683,806	10,020,292	4.67	4.87	227,751	255,668	229,531	136,910	157,243	79,773	88,094	216,683	245,336
JUL	2,272,556	3,573,554	3,117,695	4,089,357	1,871,163	2,289,451	JUL	7,261,415	9,952,362	2.04	4.78	196,378	256,489	223,576	94,417	155,494	38,807	88,291	133,224	243,785
AUG	2,417,907	3,393,129	3,075,733	3,932,399	1,861,558	2,232,357	AUG	7,355,199	9,557,884	5.20	3.87	195,087	245,200	206,405	105,876	148,191	44,447	82,733	130,232	230,923
SEP	2,534,794	3,189,954	2,760,924	3,748,377	1,813,532	2,163,233	SEP	7,109,250	9,101,564	2.08	3.40	177,378	233,204	189,614	103,962	137,264	41,006	76,022	144,958	213,286
OCT	2,648,695	3,101,499	3,200,791	3,679,966	1,924,702	2,129,414	OCT	7,774,187	8,910,609	5.89	3.55	205,097	231,570	192,521	123,882	135,049	63,934	74,342	187,816	209,391
NOV	2,728,030	2,980,541	3,502,325	3,604,204	2,049,278	2,109,253	NOV	8,279,632	8,693,998	3.72	3.25	215,325	225,494	199,267	136,224	131,692	80,347	71,823	210,515	203,515
DEC 12	3,203,453	2,879,484	4,310,866	3,586,226	2,056,216	2,056,423	DEC 12	9,570,535	8,522,133	6.53	3.41	263,972	221,344	228,131	157,928	128,101	115,345	71,478	273,273	199,579
JAN 13	3,343,101	2,816,078	4,167,412	3,574,380	2,186,368	2,038,533	JAN 13	9,696,881	8,428,991	3.17	3.52	280,220	221,237	253,172	160,818	126,142	90,337	70,040	251,155	196,182
FEB	3,673,970	2,871,240	4,576,002	3,657,403	2,227,508	2,043,898	FEB	10,477,561	8,572,541	2.30	3.58	287,608	227,464	277,267	174,504	129,420	102,402	73,151	276,906	202,571
MAR	3,678,383	2,939,380	4,526,718	3,718,520	2,289,352	2,057,026	MAR	10,494,452	8,714,925	2.56	3.67	294,522	233,682	287,450	176,725	133,771	102,328	75,433	279,054	209,204
APR	3,118,268	2,970,488	3,992,166	3,746,907	2,276,980	2,072,854	APR	9,387,415	8,790,249	1.63	3.47	247,263	236,433	276,464	135,990	135,916	76,845	76,451	212,835	212,368
MAY	3,147,409	2,967,243	3,766,040	3,728,432	2,297,660	2,079,439	MAY	9,211,109	8,775,113	3.73	3.38	230,772	235,114	257,519	139,460	137,224	82,317	76,491	221,777	213,715
JUN	4,399,734	3,097,192	5,257,678	3,854,529	2,679,005	2,127,777	JUN	12,336,417	9,079,498	10.37	3.85	386,981	248,383	288,338	198,988	142,397	128,835	80,579	327,823	222,976
JUL	3,037,820	3,160,964	3,796,315	3,911,081	2,339,240	2,166,783	JUL	9,173,375	9,238,828	5.32	4.13	321,867	258,841	313,207	154,920	147,439	80,719	84,072	263,639	231,511
AUG	2,762,632	3,189,691	3,434,093	3,940,944	2,133,063	2,189,408	AUG	8,329,788	9,320,043	5.09	4.12	257,200	264,017	322,016	122,704	148,841	76,685	86,758	199,388	235,599
SEP	2,454,807	3,183,025	3,087,010	3,968,118	2,119,877	2,214,937	SEP	7,661,694	9,366,080	1.67	4.08	181,106	264,328	253,391	104,025	148,847	43,733	86,986	147,758	235,833
OCT	2,304,958	3,154,380	2,862,594	3,939,935	2,074,747	2,227,441	OCT	7,242,300	9,321,756	1.69	3.73	161,647	260,707	199,984	98,648	146,744	38,824	84,893	137,472	233,007
NOV	2,318,638	3,120,264	3,098,011	3,906,242	1,986,721	2,222,228	NOV	7,403,370	9,248,735	3.93	4.00	174,684	257,320	172,479	108,853	144,464	50,715	82,424	159,569	226,887
DEC 13	2,996,989	3,103,059	4,465,665	3,919,142	2,142,513	2,229,419	DEC 13	9,605,166	9,251,621	3.65	3.76	260,232	257,008	198,854	149,679	143,776	113,585	82,277	263,264	226,053
JAN'14	3,602,314	3,124,660	4,820,461	3,973,563	2,292,606	2,238,273	JAN 14	10,715,381	9,336,496	2.01	3.66	284,437	257,360	239,784	173,669	144,847	98,369	82,946	227,038	227,793
FEB	4,787,758	3,217,476	5,294,993	4,033,479	2,582,394	2,267,846	FEB	12,665,146	9,518,801	2.80	3.70	372,593	264,442	305,754	223,706	148,947	144,653	86,467	368,359	235,415
MAR	4,394,148	3,277,123	4,862,390	4,061,452	2,693,688	2,301,541	MAR	11,950,226	9,640,116	1.64	3.63	316,910	266,308	324,647	203,055	151,141	113,989	87,439	317,044	238,580
APR	4,053,302	3,355,042	4,568,800	4,109,504	2,482,070	2,318,632	APR	11,104,172	9,783,179	4.37	3.86	289,742	269,847	326,415	184,356	155,172	84,247	88,056	268,603	243,228
MAY	4,221,978	3,444,590	4,692,695	4,186,726	2,700,727	2,352,221	MAY	11,615,401	9,983,											



# ***STONY BROOK REGIONAL SEWERAGE AUTHORITY***

*HOPEWELL BOROUGH • HOPEWELL TOWNSHIP • PENNINGTON BOROUGH  
PRINCETON • SOUTH BRUNSWICK TOWNSHIP • WEST WINDSOR TOWNSHIP*

## **MEMORANDUM**

**TO:** John Kantorek, Executive Director

**FROM:** Antonia Pchola, Assistant Executive Director

**DATE:** September 3, 2015

**SUBJECT:** Monthly Flow Transmittal for the Month of August 2015

The meter certification was conducted by W.G. Malden on September 1, 2015.

All billing meters were within the acceptable  $\pm 2\%$  accuracy.



## REGIONAL SEWERAGE AUTHORITY

HOPEWELL BOROUGH • HOPEWELL TOWNSHIP • PENNINGTON BOROUGH  
 PRINCETON • SOUTH BRUNSWICK TOWNSHIP • WEST WINDSOR TOWNSHIP

### MEMORANDUM

**TO:** Distribution

**FROM:** John Kantorek, P.E.  
 Executive Director

**DATE:** September 3, 2015

Enclosed please find the flow transmittal for the month of August 2015.

#### Distribution List:

##### SBRSA Members

Dennis O'Neal, Hopewell Borough Engineer  
 Paul Pogorzelski, Hopewell Township Engineer - Water and Sewer  
 David Guerard, Hopewell Township DPW  
 Chris Jepson, Van Cleef Engineering Associates  
 Donald Fetzer, Pennington Borough Engineer  
 Robert V. Kiser, Princeton Municipal Engineer  
 Scott Cevera, Utilities Supervisor, South Brunswick Township  
 Wayne Simpson, Alaimo Associates for South Brunswick Township  
 Francis Guzik, West Windsor Township Engineer  
 Alex Drummond, West Windsor Public Works Department  
 Elizabeth Sterling, Clerk, Pennington  
 Rick Smith, Pennington Public Works Department  
 David Misiolek, Director of Water & Sewer, Hopewell Borough  
 Robert Hough, Director of Infrastructure and Operations, PSOC  
 Lucy Cherney, Water and Sewer Revenue Supervisor, South Brunswick Township  
 JoAnne Louth, Finance Officer, West Windsor Township  
 Pat McFarland, Bristol-Myers Squibb Co.  
 Stuart Neuhof, Finance Officer, SBRSA  
 Robert Kunert, Plant Manager, SBRSA  
 Attachment

**SBRSA August 2015 Downstream Flow Report**

Date	Rainfall*	Princeton PS	Meter Station #6	North Ridge Meter	Meter Station #7	Millstone PS	South Brunswick PS	Total	PFC*
August 1		1,255,684	667,559	146,453	517,615	1,882,202	2,473,372	6,942,885	434,043
August 2		1,157,369	653,416	152,581	502,831	1,869,908	2,423,938	6,760,043	436,167
August 3		1,270,917	671,791	152,718	493,982	1,997,228	2,331,820	6,918,456	526,068
August 4	0.08	1,271,850	677,444	152,942	494,501	1,981,000	2,328,576	6,906,313	523,623
August 5		1,289,696	670,257	152,378	498,735	1,945,647	2,316,151	6,872,864	507,218
August 6		1,582,888	659,876	147,318	485,058	1,907,003	2,255,380	7,037,523	470,249
August 7		1,306,830	641,421	142,635	514,764	1,879,652	2,279,971	6,765,273	441,140
August 8		1,125,107	610,483	142,076	507,242	1,817,735	2,237,633	6,440,276	403,206
August 9		1,104,601	615,275	151,780	515,752	1,824,641	2,242,254	6,454,303	401,101
August 10		1,146,611	644,757	152,822	477,124	1,999,385	2,231,492	6,652,191	539,625
August 11	0.49	1,324,030	776,808	173,590	483,703	1,893,880	2,618,147	7,270,158	519,691
August 12	0.17	1,248,973	736,444	168,298	487,560	1,845,675	2,534,645	7,021,595	482,727
August 13		1,217,255	673,482	157,184	484,719	1,919,123	2,333,011	6,784,774	471,993
August 14		1,254,393	663,347	149,195	482,940	1,899,691	2,293,303	6,742,869	454,634
August 15		1,077,391	633,233	146,109	498,652	1,784,104	2,255,945	6,395,434	397,892
August 16		1,088,560	628,135	147,863	483,169	1,806,870	2,270,277	6,424,874	399,562
August 17		1,178,768	643,307	157,405	459,684	1,967,034	2,255,740	6,661,938	504,960
August 18		1,207,317	638,023	155,399	470,513	1,954,020	2,242,112	6,667,384	512,806
August 19	0.05	1,293,089	642,113	158,600	468,072	1,948,854	2,186,586	6,697,314	507,100
August 20	0.10	1,277,542	649,113	151,651	480,638	1,943,717	2,112,571	6,615,232	494,736
August 21	0.72	1,310,657	827,461	155,008	559,635	2,072,454	2,325,553	7,250,768	377,527
August 22		1,140,657	657,682	144,633	491,421	1,767,271	2,156,177	6,357,841	360,777
August 23		1,096,087	645,697	144,132	474,679	1,830,615	2,155,344	6,346,554	391,362
August 24		1,206,337	661,963	151,262	473,134	1,962,841	2,132,554	6,588,091	499,396
August 25		1,190,105	658,523	158,343	484,057	1,942,111	2,070,134	6,503,273	499,873
August 26		1,137,246	657,455	149,457	466,014	1,889,703	2,032,249	6,332,124	462,258
August 27		1,140,504	639,498	140,691	479,485	1,877,756	2,069,977	6,347,911	460,999
August 28		1,194,909	631,893	142,574	478,592	1,874,867	2,091,940	6,414,775	434,287
August 29		1,070,153	621,085	144,813	480,933	1,790,407	2,048,001	6,155,392	378,551
August 30		1,074,535	620,423	151,237	479,416	1,834,068	2,091,224	6,250,903	387,337
August 31		1,289,493	654,753	152,211	480,026	1,960,835	2,112,980	6,650,298	487,201

AVERAGE Flow (in gpd) 1,210,631 660,410 151,399 488,860 1,899,042 2,242,228 6,652,569 457,036

TOTAL Rainfall (inches) 1.61

ADJUSTMENTS this m (gallons)

TOTAL MONTHLY FLO Adjusted Metered Flow: Princeton Forrestral Connector Flow \*: 14,168,109 Total Monthly Flow adjusted for Plainsboro (gallons)

Princeton PS	37,529,554	* PFC flow is Plainsboro flow that is metered before it enters the	Princeton PS	37,529,554
Meter Station #6	20,472,717	Millstone PS. This number is subtracted from the	Meter Station #	20,472,717
North Ridge Meter	4,693,358	Millstone PS flow and added to the S. Brunswick PS	North Ridge Met	4,693,358
Meter Station #7	15,154,646	flow to give the total monthly flow adjusted for Plainsboro.	Meter Station #:	15,154,646
Millstone PS	58,870,297	Plainsboro also has additional flow that is not included in the PFC	Millstone PS	44,702,188
S. Brunswick PS	69,509,057	Connector flow because it flows through the S. Brunswick PS.	S. Brunswick P:	83,677,166

\*From the weather station at the Princeton Plasma Physics Lab: <http://www.wunderground.com/personal-weather-station/dashboard?ID=KNJPRINC6>

## SBRSA August 2015 Upstream Flow Report

Date	Rainfall (inches)		Pennington Influent Flow (gallons per day)	Hopewell Influent Flow (gallons per day)	Princeton Farms Flow (gallons per day)	Hopewell Borough Flow (gallons per day)	Bristol-Myers Squibb Flow* (gallons per day)
	Pennington	Hopewell					
August 1			169,191	141,813	33,557	108,256	476
August 2			166,380	135,333	35,405	99,928	0
August 3			169,222	137,948	33,853	104,095	0
August 4	0.10	0.20	173,297	136,391	33,285	103,106	1,823
August 5			170,964	132,159	32,757	99,402	2,404
August 6			171,267	129,930	33,210	96,720	1,505
August 7			168,215	134,036	33,821	100,215	978
August 8			159,358	139,862	37,021	102,841	0
August 9			172,711	148,140	36,902	111,238	0
August 10			169,864	137,857	36,906	100,951	0
August 11	0.70	0.90	247,825	174,055	45,911	128,144	1,109
August 12	1.00	0.25	256,014	163,015	43,476	119,539	3,567
August 13			222,018	145,361	37,007	108,354	3,090
August 14			191,166	143,079	37,166	105,913	2,167
August 15			192,669	140,983	38,414	102,569	0
August 16			188,623	146,923	39,768	107,155	0
August 17			213,334	141,115	39,200	101,915	3,909
August 18			207,168	153,834	32,665	121,169	0
August 19			222,878	131,910	32,947	98,963	10,092
August 20	0.30	0.05	220,316	148,295	32,619	115,676	11,517
August 21	0.75	0.65	244,660	154,018	32,846	121,172	10,594
August 22			190,503	136,915	33,774	103,141	2,694
August 23			178,861	137,543	34,608	102,935	2,298
August 24			208,937	132,418	32,173	100,245	29,455
August 25			205,607	128,432	31,784	96,648	28,002
August 26			167,856	131,580	33,329	98,251	6,288
August 27			170,152	126,324	32,739	93,585	4,570
August 28			158,789	125,021	32,772	92,249	5,230
August 29			146,825	130,211	33,962	96,249	0
August 30			143,038	138,340	38,936	99,404	0
August 31			150,520	134,456	33,227	101,229	0
AVERAGE Flow			187,685	139,913	35,356	104,557	4,251
TOTAL Rainfall	2.85	2.05					
Adjustments this mon gallons							
<b>*Data from BMS</b>							
Total Monthly Flow (gallons)			5,818,228	4,337,297	1,096,040	3,241,257	131,768

Flow Percentages to Date

	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Total Q
<b>Princeton adjusted gallons</b>	115,734,243	117,336,383	99,743,355	173,059,037	108,232,688	84,921,307	78,482,159	73,915,325	62,695,629				914,120,127
Princeton Pump Station	65,661,782	66,424,401	57,040,291	89,565,035	60,107,907	49,796,395	46,215,133	44,456,652	37,529,554				
Meter Station # 6	43,586,769	44,462,738	37,201,184	74,547,763	41,922,286	29,521,104	26,966,432	24,743,262	20,472,717				
North Ridge Meter	6,485,692	6,449,244	5,501,880	8,946,239	6,202,495	5,603,808	5,300,594	4,715,411	4,693,358				
Total Gallons recorded	115,703,436	117,336,383	99,743,355	171,313,127	108,232,688	84,921,307	78,524,906	73,915,325	62,695,629				
Metering Adjustments	30,807	0	0	1,745,910	0	0	(42,747)	0	0				
Percent of Monthly Flow	33.69%	34.14%	34.54%	37.52%	35.00%	33.07%	29.81%	29.87%	29.12%				
Percent of Annual Flow	33.69%	33.92%	34.10%	35.20%	35.16%	34.89%	34.30%	33.87%	33.49%				33.49%
<b>West Windsor * adjusted gallons</b>	69,761,250	74,275,016	62,929,469	88,042,901	67,705,267	66,193,062	63,784,228	62,811,640	59,856,834				615,359,666
Millstone Pump Station	67,545,702	72,373,321	61,124,563	84,683,263	65,956,525	64,620,730	62,848,027	63,640,578	58,870,297				
Meter Station # 7	16,175,235	16,644,005	15,433,105	19,973,060	17,361,268	16,927,453	16,581,535	16,238,112	15,154,646				
Princeton Forrestral Connector	13,959,687	14,742,310	13,628,199	16,613,422	15,612,526	15,355,121	15,645,334	17,067,050	14,168,109				
Total Gallons recorded	69,761,250	72,284,770	63,203,500	90,809,347	67,099,685	66,193,062	63,650,189	62,811,640	59,856,834				
Metering Adjustments	0	1,990,246	(274,031)	(2,766,446)	605,582	0	134,039	0	0				
Percent of Monthly Flow	20.31%	21.61%	21.79%	19.09%	21.89%	25.78%	24.22%	25.38%	27.80%				
Percent of Annual Flow	20.31%	20.96%	21.21%	20.53%	20.77%	21.41%	21.74%	22.10%	22.55%				22.55%
<b>South Brunswick * adjusted gallons</b>	143,865,601	137,759,623	114,298,610	180,375,164	120,792,577	96,073,879	110,094,599	101,194,654	83,677,166				1,088,131,875
South Brunswick Pump Station	129,905,914	123,017,313	100,670,411	163,761,742	105,180,051	80,718,758	94,449,265	84,127,604	69,509,057				
Princeton Forrestral Connector	13,959,687	14,742,310	13,628,199	16,613,422	15,612,526	15,355,121	15,645,334	17,067,050	14,168,109				
Total Gallons recorded	143,865,601	137,759,623	114,024,579	177,608,718	121,398,159	94,101,288	110,434,281	101,194,654	83,677,166				
Metering Adjustments	0	0	274,031	2,766,446	(605,582)	1,972,591	(339,682)	0	0				
Percent of Monthly Flow	41.88%	40.09%	39.58%	39.10%	39.06%	37.42%	41.81%	40.89%	38.87%				
Percent of Annual Flow	41.88%	40.99%	40.57%	40.10%	39.91%	39.59%	39.85%	39.95%	39.87%				39.87%
<b>Hopewell Borough ** adjusted gallons</b>	5,531,747	5,664,850	4,548,814	7,328,595	4,851,563	3,702,559	3,951,772	3,587,163	3,241,257				42,408,321
Hopewell Plant Influent	9,452,220	8,685,550	6,681,006	12,026,285	7,243,685	4,979,575	5,685,340	4,921,974	4,337,297				
Princeton Farms	3,920,473	3,020,700	2,132,192	4,697,690	2,392,122	1,277,016	1,733,568	1,334,811	1,096,040				
Total Gallons recorded	5,515,613	5,664,850	4,548,814	7,328,595	4,851,563	3,702,559	3,951,772	3,686,587	3,241,257				
Metering Adjustments	16,134	0	0	0	0	0	0	(99,424)	0				
Percent of Monthly Flow	1.61%	1.65%	1.58%	1.59%	1.57%	1.44%	1.50%	1.45%	1.51%				
Percent of Annual Flow	1.61%	1.63%	1.61%	1.61%	1.60%	1.58%	1.57%	1.56%	1.55%				1.55%
<b>Pennington Borough adjusted gallons</b>	8,585,367	8,623,648	7,265,325	12,474,116	7,686,950	5,877,282	7,002,412	5,954,696	5,818,228				69,288,025
Total Gallons recorded	8,585,367	8,624,277	7,265,325	12,474,116	7,815,913	6,028,291	7,002,412	5,954,696	5,818,228				
Metering Adjustments	0	(629)	0	0	(128,963)	(151,009)	0	0	0				
Percent of Monthly Flow	2.50%	2.51%	2.52%	2.70%	2.49%	2.29%	2.66%	2.41%	2.70%				
Percent of Annual Flow	2.50%	2.50%	2.51%	2.57%	2.56%	2.52%	2.54%	2.52%	2.54%				2.54%
<b>TOTAL FLOW adjusted gallons</b>	343,478,209	343,659,520	288,785,573	461,279,813	309,269,045	256,768,090	263,315,170	247,463,478	215,289,114				2,729,308,013

\* Adjusted for Plainsboro Township contribution. Flow through the Princeton Forrestral Connector is metered before it enters the Millstone Pump Station. This number is subtracted from the Millstone Pump Station flow and added to the S. Brunswick Pump Station flow to give the total monthly flow adjusted for Plainsboro. Plainsboro also has additional flow that is not included in the PFC flow because it flows through the S. Brunswick Pump Station.

\*\* Adjusted for Princeton Farms contribution

## Adjusted Monthly Average Daily Flows, GPD

	December '14	January '15	February	March	April	May	June	July	August	September	October	November '15	Average Daily Flow (FY '15)
<b>Princeton</b>	3,733,363	3,785,045	3,562,263	5,582,550	3,607,756	2,739,397	2,616,072	2,384,365	2,022,440				3,337,028
<b>West Windsor</b>	2,250,363	2,395,968	2,247,481	2,840,094	2,256,842	2,135,260	2,126,141	2,026,182	1,930,866				2,245,466
<b>South Brunswick</b>	4,640,826	4,443,859	4,082,093	5,818,554	4,026,419	3,099,157	3,669,820	3,264,344	2,699,263				3,971,593
<b>Hopewell Borough</b>	178,443	182,737	162,458	236,406	161,719	119,437	131,726	115,715	104,557				154,800
<b>Pennington Borough</b>	276,947	278,182	259,476	402,391	256,232	189,590	233,414	192,087	187,685				252,889
<b>Princeton Farms</b>	126,467	97,442	76,150	151,538	79,737	41,194	57,786	43,058	35,356				78,748

	Total Rainfall (FY'15)												
<b>Total Rainfall (inches)(1)(2)</b>	4.45	2.57	2.63	4.13	3.10	3.47	5.97	2.23	1.61	-	-	-	30.16

(1) Rainfall data Dec '2014 through June 2015 from River Road rain gauge

(2) All remaining rainfall data from the weather station at the Princeton Plasma Physics Lab: <http://www.wunderground.com/personal-weather-station/dashboard?ID=KNJPRINC6>

# **STONY BROOK REGIONAL SEWERAGE AUTHORITY**

## **Approvals Requested**

**APPROVALS/EXTENSION REQUESTS**  
**September 2015**

**A. TWA-1 Approvals**

**Residential Community at Princeton Forrestal Village, Block 104, Lots 1.03, 1.04, and 1.05), Plainsboro Township**

This application is for sewer service for a residential development that includes 20 studio units, 229 one-bedroom units, 135 two-bedroom units and 10 three-bedroom units. In addition the project includes the construction of 1,185 feet of 8-inch diameter gravity PVC piping.

20 studio units	150 gpd/unit	3,000 gpd
229 one-bedroom units	150 gpd/unit	34,350 gpd
135 two-bedroom units	225 gpd/unit	30,375 gpd
10 three-bedroom units	300 gpd/unit	3,000 gpd
<b>Total Flow</b>		<b>70,725 gpd</b>

The TWA has been endorsed by the South Brunswick Township Engineer as consent by the Township Sewerage Authority and consent as to wastewater conveyance capacity. At the time of this report we are waiting for the signature from Plainsboro Township on the consent form by the governing body. No action can be taken on this application without a Plainsboro Township representative's signature.

**B. Time Extensions**

None received

**C. NJPDES Applications**

None received

**D. Water Quality Management Plan Amendments**

None received

**E. Allocated Flow Update**

Staff has provided Princeton, South Brunswick and West Windsor with a summary of the properties with approved TWAs through an email on September 21, 2015. We requested that they update the status of each property as to complete or partially complete so the flow can be adjusted on the allocation summary.



**STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF WATER QUALITY**

TWA-1

Reset form

**Treatment Works Approval Permit Application**

*Refer to Instructions on Page 4 and Provide All Applicable Information. Please Print or Type.*

**1. APPLICANT/OWNER\***

Name IVC PFV, LLC c/o Lincoln Equities Group Telephone ( 201 ) 531-2359  
 Permanent Legal Address 1 Meadowlands Plaza, Suite 803  
 City or Town East Rutherford State NJ Zip Code 07073 E-mail rschenkel@lincolnequities.com

\* Applicant/Owner should be the eventual owner of the proposed Treatment Works.

**2. LOCATION OF ACTIVITY**

Name of Facility/Site New Residential Community at Princeton Forestal Village  
 Street Address/Location College Road West and Route 1  
 Lot No. 1.0134 (prop. 1.03,1.04,1.05) Block No. 104  
 City or Town Plainsboro State NJ Zip Code 08540  
 Municipality Plainsboro Township County Middlesex

**3. NEW JERSEY LICENSED PROFESSIONAL ENGINEER**

Name Agha S. Hasan N.J. License No. 38659  
 Name of Firm, if employee Van Note-Harvey Associates, P.C.  
 Mailing Address 777 Alexander Road, Suite 102  
 City or Town Princeton State NJ Zip Code 08540  
 Telephone ( 609 ) 987-2323 Fax ( 609 ) 987-0005 E-Mail ahasan@vannoteharvey.com

**4. ESTIMATED CONSTRUCTION COST AND APPLICATION FEE**

A. Cost of treatment works proposed in this application: \$ 78,000  
*(Attach a breakdown of the cost of all items related to the construction of the proposed treatment works).*  
 B. Application Fee \$ 1,572.80  
*(In accordance with N.J.A.C. 7.1C-1.5 et seq., made payable to Treasurer, State of NJ, Environmental Services Fund).*

**5. OTHER REQUIRED PERMITS**

If any of the the following applications have been submitted for this project, provide the applicable information.

Permit Type	Application Status		Application Date (or Application No.)
	Pending <small>(check one)</small>	Approved*	
● Treatment Works Approval	<input checked="" type="checkbox"/>	<input type="checkbox"/>	This Application
● Exemption From Sewer Ban	<input type="checkbox"/>	<input type="checkbox"/>	
● Water Quality Management Plan Amendment	<input type="checkbox"/>	<input type="checkbox"/>	
● CAFRA	<input type="checkbox"/>	<input type="checkbox"/>	
● Stream Encroachment	<input type="checkbox"/>	<input type="checkbox"/>	
● Freshwater Wetlands	<input type="checkbox"/>	<input type="checkbox"/>	
● Tidal or Coastal Wetlands	<input type="checkbox"/>	<input type="checkbox"/>	
● Waterfront Development	<input type="checkbox"/>	<input type="checkbox"/>	
● NJPDES Permits	<input type="checkbox"/>	<input type="checkbox"/>	
● Pinelands Certificate	<input type="checkbox"/>	<input type="checkbox"/>	
● Delaware & Raritan Canal Commission	<input type="checkbox"/>	<input checked="" type="checkbox"/>	14-3333C
● Hackensack/Meadowlands Commission	<input type="checkbox"/>	<input type="checkbox"/>	
● Other Related Approvals	<input type="checkbox"/>	<input checked="" type="checkbox"/>	SCD #3014-0622 & CO PB

*(\* If any of the above applications were approved, please provide a copy of the approval with this application).*

**6. PROJECT DESCRIPTION (Brief Description of Proposed Treatment Works and Intended Use).**

The Applicant proposes a residential development including 20 studios, 229 units of 1-bedroom, 135 units of 2-bedroom, 10 units of 3-bedroom dwelling within three (3) buildings at Princeton Forrestal Village. The projected sewage (70,725 GPD) will be conveyed through proposed 8" PVC collection system which will drain into existing 12" piping in College Road West.

7. APPLICANT'S AGENT (Optional)

I, IVC PFV, LLC c/o Lincoln Equities Group

(Applicant/Owner's Name)

authorize to act as my agent/representative in all matters pertaining to my application the following person:

Name Agha S. Hasan Position Vice President

Address 777 Alexander Road, Suite 102 City Princeton

State NJ Zip Code 08540 Telephone ( 609 ) 937-2323

Signature of Agent [Signature] Date 06/18/15 Signature of Applicant/Owner [Signature] Date 6/19/15

8. PROPERTY OWNER'S CERTIFICATION

I hereby certify that The Trustees of Princeton University c/o Princeton Forrestal Center  
(Property Owner's Name)

owns the property identified in this application. As owner, I grant permission for the activity to be permitted under this application and authorize the Department of Environmental Protection to conduct on-site inspections, if necessary. If the construction activity will take place in an easement, I certify that with this application, I presently have or will obtain permission of the property owner(s) prior to initiation of construction of this proposed treatment works.

Signature of Owner [Signature] Date 7/2/15

Print or Type: Name and Position Curt Emmich, Princeton Forrestal Ctr.

9. STATEMENT OF PREPARER OF PLANS, SPECIFICATIONS AND ENGINEER'S REPORT AND/OR ABSTRACT

I hereby certify that the engineering plans, specifications, and engineer's report and/or abstract applicable to this project comply with the current rules and regulations of the Department of Environmental Protection with the exceptions as noted.

Signature of Engineer [Signature] Date 06/18/15

Print or Type: Name and Position Agha S. Hasan, P.E., Vice President

PROFESSIONAL ENGINEER'S  
EMBOSSED SEAL

**10. PROPER CONSTRUCTION AND OPERATION CLAUSE**

I, the Applicant/Owner, IVC PFV, LLC c/o Lincoln Equities Group agree that the treatment works will be properly constructed and operated in accordance with the engineering plans, specifications and conditions under which approval is granted by the Department of Environmental Protection.

[Signature]  
Signature of Applicant/Owner

6/19/15  
Date

Print or Type: Name and Position Robert Schenkel, Senior Director of Development

**11. CERTIFICATION BY APPLICANT/OWNER**

I certify, under penalty of law, that the information provided in this application and the attachments is true, accurate, and complete. I am aware that there are significant civil and criminal penalties for submitting false, inaccurate, or incomplete information, including fines and/or imprisonment.

[Signature]  
Signature of Applicant/Owner

6/19/15  
Date

Print or Type: Name and Position Robert Schenkel, Senior Director of Development

**INSTRUCTIONS FOR COMPLETING FORM TWA - 1**

This form should accompany all Treatment Works Approval permit applications.

1. **General Information** - (items #1 through #4, #6) Complete the requested applicant and project information.
2. **Other Required Permits** (item # 5) - Please list all permits issued for the subject project (in addition to the permits being applied for at this time).
3. **Signatures** (items #7 through #11) - All signatures must comply with N.J.A.C. 7:14A-4.9 and N.J.A.C. 7:14A-22.8. Where indicated under items #1, #10 and #11, the applicant/owner should be the eventual owner of the proposed treatment works. Item #8 shall be completed by the owner of the property.

***Should you need assistance in completing the application, please call the appropriate phone number listed below:***

◆ **Bureau of Construction & Connection Permits**  
(609) 884-4429  
Municipal Treatment Works, Industrial  
Treatment Works, Sewer Extension, Sewer Man  
Exemption, Subsurface Disposal Systems

◆ **Bureau of Nonpoint Pollution Control**  
(609) 633-7021  
Alternate Design Septic Systems  
(design flow less than 2,000 GPD)

STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Division of Water Quality

Reset Form

STATEMENTS OF CONSENT

A supplement to the TWA-1 or NJPDES-1 Forms

General Information

Applicant/Owner/Operator IVC PFV, LLC c/o Lincoln Equities Group

Location of Work Site College Road West and Route 1, Plainsboro, NJ

Name of Project/Facility New Residential Community at Princeton Forestal Village

Type of permit application Treatment Works Approval  
(TWA, NJPDES/SIU)

NJPDES Permit Number (if applicable) N/A

A-1 Consent By Governing Body\*\*

(Consent by the municipality in which the project is located.)

As an authorized representative of the governing body, I hereby certify that the

Township of Plainsboro

(Name of Municipality or Municipal Authority)

consents to the submission of the above listed application to the Department of Environmental Protection for approval. I further certify that the project as proposed conforms with the requirements of all municipal ordinances.

Signed \* \_\_\_\_\_ Date \_\_\_\_\_

PLEASE SIGN & DATE

Type Name and Position \_\_\_\_\_

\* Cite authorization to sign for the governing body

Resolution# \_\_\_\_\_ Dated \_\_\_\_\_

(Submit the resolution with the application. If no such resolution granting authority to sign exists, the Governing Body's full resolution, consenting to the project, must be submitted with the application.)

\*\* Note

For most Treatment Works Approval (TWA) applications, this section may be omitted if a sewerage entity (for example, sewerage authority, utilities authority, municipal utilities authority, joint meeting, etc.) has responsibility for regulating the construction and operation of wastewater treatment and conveyance facilities within the municipality. In such cases, the governing body consent requirement may be satisfied by completing Section A-2. Applicants for TWAs for industrial/commercial facilities discharging pursuant to NJPDES/DSW or DGW permits must complete section A-1.

**A-2 Consent by Sewerage Authority\*\***

As an authorized representative of this agency, I hereby certify that the

Township of South Brunswick

(Name of Agency)

consents to the submission of the above listed application to the Department of Environmental Protection for approval. I further certify that the project as proposed conforms with the requirements of this agency.

Signed\*

*[Handwritten Signature]*

Date

August 28, 2015

Type Name and Position

Don J. Somers, PE - Township Engineer

\* Cite authorization to sign for the agency

Resolution#

2015-41

Dated

1/6/15

(Submit the resolution with the application. If no such resolution granting authority to sign exists, the Governing Body's full resolution, consenting to the project, must be submitted with the application.)

\*\* Note

For TWA applications, this section must be completed when a sewerage entity (for example, sewerage authority, utilities authority, municipal utilities authority, joint meeting, etc.) has responsibility for regulating the construction and operation of wastewater treatment and conveyance facilities within the municipality.

**A-3 Consent by Owner of Wastewater Treatment Facility\*\***

(For NJPDES/SIU applications only)

As an authorized representative of this agency, I hereby certify that the

N/A

(Name of Agency)

consents to the submission of the above listed application to the Department of Environmental Protection for approval. I further certify that the project as proposed conforms with the requirements of this agency and the agency agrees to accept wastewater from the project for treatment.

Signed\*

Date

Type Name and Position

\* Cite authorization to sign for the agency

Resolution#

Dated

(Submit the resolution with the application. If no such resolution granting authority to sign exists, the Agency's full resolution, consenting to the project, must be submitted with the application.)

\*\* Note

For NJPDES/SIU applications, this section must be completed when the owner of the receiving wastewater treatment plant is different than the entity listed under A-2.



South Brunswick Township  
640 Ridge Road  
Morristown Junction, NJ 08852

RES-2015-41

## RESOLUTION 2015-41

### Authorizing the Township Engineer's Municipal Consent of N.J.D.E.P. Permits

**WHEREAS**, the Department of Environmental Protection requires municipal approval of sewer extensions, N.J.D.E.P. permits, and certain water line extensions; and

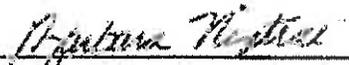
**WHEREAS**, these approvals are ordinarily a matter of engineering review based upon prior Planning Board policy determination;

**NOW, THEREFORE, BE IT RESOLVED** on this 6th day of January, 2015 by the Township Council of the Township of South Brunswick, County of Middlesex, State of New Jersey, that:

1. The Township Engineer be and is hereby authorized to represent the Township in the above referenced permit application municipal consents to the Department of Environmental Protection and Sewer Authorities.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Chris Killmurray, Deputy Mayor
<b>SECONDER:</b>	Joseph Camarota, Councilman
<b>AYES:</b>	Camarota, Carley, Hochman, Killmurray, Gambatese

This is to certify that the foregoing is a true copy of a Resolution Adopted at the South Brunswick Township Council meeting held on January 6, 2015.

  
Barbara Nyitrai, Township Clerk

**B. Certification by Wastewater Conveyance System Owner\*\***

By agreeing to accept wastewater from the project, I (we) hereby certify that to the best of my (our) knowledge the wastewater conveyance system, into which the project proposed under this application will connect, has adequate capacity in accordance with N.J.A.C. 7:14A-1.2 ("Adequate conveyance capacity"). Furthermore, I (we) am (are) not aware of inadequate conveyance capacity conditions in any portion of the downstream facilities necessary to convey the wastewater from this project to the treatment plant.

Name of Municipality or Authority Township of South Brunswick

Signed\* [Signature] Date August 28 2015

Type Name and Position David J. Danvers, PE - Township Engineer

\* Cite authorization to sign for the governing body

Resolution# 2015-41 Dated 1/6/15  
(Submit the resolution with the application. If no such resolution granting authority to sign exists, the governing body's full resolution, consenting to the project, must be submitted with the application.)

\*\* Note

- 1. For FWA applications, this section must be completed by the owner/operator of the wastewater conveyance system into which the project named herein will directly connect.
- 2. For NJPDES/SIU applications, this section must be completed when the owner/operator wastewater conveyance system into which the project named herein will directly connect is different than the entity listed under A-3.

**C. Certification by Wastewater Treatment Facility Owner\*\***

(For TWA applications that include a sewer connection/extension.)

I (we) hereby certify that the committed flow\*\*\* to the

Stony Brook Regional Sewerage Authority (SBRSA) River Road Wastewater Treatment Plant  
(Name of Wastewater Treatment Plant)

does not exceed the presently permitted design capacity and with the additional flow proposed by this application, the permitted design capacity is not anticipated to be exceeded. I (we) further certify that the treatment plant is currently complying with its conventional and non-conventional NJPDES permit requirements (see N.J.A.C. 7:14A-22.17(b)-(d), percent removal and toxicity requirements excluded from this certification) as determined by a rolling average of the three most recent monthly discharge monitoring reports that were required to be submitted to the Department as of this date, and based upon my (our) assessment of all information pertinent to this permit request, is anticipated to continue to do so with the additional flow from this project.

Accepted for Treatment by SBRSA  
(Name of Treating Authority)

Signed\* \_\_\_\_\_ Date \_\_\_\_\_

Type Name and Position \_\_\_\_\_

Name of project and/or location New Residential Community at Princeton Forestal Village

\* Cite authorization to sign for the governing body

Resolution# \_\_\_\_\_ Dated \_\_\_\_\_  
(Submit the resolution with the application. If no such resolution granting authority to sign exists, the governing body's full resolution, consenting to the project, must be submitted with the application.)

\*\* For TWA applications, this section must be completed by the owner of the wastewater treatment facility receiving the wastewater identified in this application.

\* \*\* For the purposes of this certification, committed flow means the sum of the 1) actual measured flow, 2) flow from DEP approved TWA applications (not yet operational), and 3) flow from locally approved projects that do not require DEP approval.

### **Additional Information (For TWA Applications)**

1. Approvals, permits, service contracts, or other reservations of flow capacity issued or agreed to by any participating municipality or sewerage agency do not constitute the required approval of the DEP.
2. For computation of actual flow at the receiving wastewater treatment plant, the average flow processed by the facility for the three (3) month period immediately preceding the submission of the application shall be used. Pursuant to the NJPDES regulations (N.J.A.C. 7:14A), no application shall be submitted to the DEP if the wastewater treatment facility is not meeting its discharge permit requirements.

### **Lack of Consent\***

1. The affected sewerage authority or municipality must consent to the application or submit comments to the DEP within 60 days of the applicant's request for consent. Prior to the expiration of the 60-day period to respond to a request for a written statement of consent, the municipality or sewerage authority may request a 30-day time extension.
2. Any document issued by a sewerage authority or municipality which is a tentative, preliminary, or conditional approval shall not be considered a statement of consent.
3. When the affected sewerage authority or municipality does not consent to a project, it shall state all reasons for rejection or disapproval in a resolution and send a certified copy of the resolution to the DEP.
4. When the affected sewerage authority or municipality expressly denies a request for a written statement of consent for a project, the permit application may be determined by the DEP to be incomplete for processing; or in the alternative, the DEP may review the reasons for denial. Any such reasons shall be considered by the DEP in determining whether to issue a draft permit in accordance with N.J.A.C. 7:14A-18.6, or a Treatment Works Approval or sewer connection approval in accordance with N.J.A.C. 7:14A-22.
5. When the affected sewerage authority or municipality does not issue a written statement of consent in accordance with (1) above, or a denial in accordance with (3) above, the DEP, upon receipt of proof that the applicant has delivered to the affected agency a written request for a statement of consent, shall review the reasons therefore, if known on the basis of reasonably reliable information. Any such reasons shall be considered by the DEP in determining whether to issue a draft permit in accordance with N.J.A.C. 7:14A-18.6, or a Treatment Works Approval in accordance with N.J.A.C. 7:14A-22. The DEP, may in its discretion, deem the application to be incomplete pending the expiration of the time period set forth in (1) above.

\* This section has been excerpted from the NJPDES regulations for guidance purposes only. Please refer to N.J.A.C. 7:14A-22.8(a)3 for the complete requirements concerning statements of consent.

**Notice: False statements, representations, or certifications, in any application, record, or document are subject to fines and penalties as set forth in the Water Pollution Control Act (N.J.S.A. 58:10A-10F 2 and 3.**

**STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Division of Water Quality**

**Reset Form**

**ENGINEER'S REPORT for DOMESTIC TREATMENT WORKS APPROVAL APPLICATIONS**

**INSTRUCTIONS**

- Complete all applicable sections and certifications.
- Justifications for any exceptions from the regulations at N.J.A.C. 7:14A - 23 et seq. must be submitted. (Additional sheets may be attached if necessary.)
- All supplemental information required to be submitted along with this engineer's report must be signed, sealed, and dated by a professional engineer, licensed to practice in the State of New Jersey.
- For Treatment Works other than collection and/or conveyance, please attach a separate Engineer's Report in accordance with N.J.A.C. 7:14A - 23.5.

**GENERAL INFORMATION**

Applicant: MC PTV, LLC d/b Lincoln Equities Group Municipality: Plainsboro Township

Project Name: Residential Community at Princeton Forestal Village County: Middlesex

Name of Receiving Sewage Treatment Plant: SORSA River Road Wastewater Treatment Plant

NJPDES Permit Number: NJ 9003110 003110

Effluent Receiving Waters: Mistone River

**Scope of Project:**

The Applicant proposes a residential development including 20 studios, 229 units of 1-bedroom, 135 units of 2-bedrooms, 10 units of 3-bedroom dwelling within three (3) buildings at Princeton Forestal Village. The projected sewage (70,725 GPD) will be conveyed through proposed 8" PVC collection system which will drain into existing 12" piping in College Road West.

Contributory Flow: *For assistance in completing this chart, refer to N.J.A.C. 7:14A - 23.3.*

Establishment Type	Number of Measurement Units		Gallons per Day per Unit		Projected Flow (G.P.D.)
Studio	20	X	150	=	3,000
1-bedroom	229	X	150	=	34,350
2-bedroom	135	X	225	=	30,375
3-bedroom	10	X	300	=	3,000

Combined Projected Flow: 0.070725 M.G.D.  
 Existing Contributory Flow (if any): \_\_\_\_\_ M.G.D.  
**TOTAL FLOW:** 0.070725 M.G.D.

**1. WASTEWATER CONVEYANCE SYSTEMS**

**(A) GRAVITY SEWER SYSTEMS**

Diameter (inches)	Total Length (feet)	Material Type	"n" Value	Max. MH Spacing (feet)	Min. Slope (%)	Max. Velocity (ft/sec)	Max. Capacity (M.G.D.)
8	1,185	PVC	0.01	366	0.35	3.07	0.65

1.	What is the minimum cover (as measured from the top of the pipe to the grade elevation) provided along the entire sewer line?	3.59 ft.		
2.	What is the infiltration and/or exfiltration limit for testing purposes (gallons per inch of pipe per mile per day)?	50		
		YES	NO	N/A
3.	Are sewers within 100 feet of a public water supply well or a below-grade reservoir?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4.	Are sewers located at least 10 feet horizontally from potable water lines and/or at least 18 inches below potable water lines and in separate trenches, including crossings?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5.	Are sewers crossing streams located within 10 feet of a stream embankment encased in concrete?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6.	Is a drop pipe provided for sewers entering manholes above the manhole invert wherever the difference in elevation is two feet or more?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7.	Are all manholes located more than 100 feet from a public water supply well or a below-grade reservoir?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8.	Are watertight covers used where street elevations are less than 10 feet above the North American Vertical Datum of 1988 and/or where the top of a manhole may be flooded by street runoff or high water?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Are the sanitary sewers designed to carry at least twice the estimated average projected flow when flowing half full?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	Have adequate provisions been made for the ventilation of manholes?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	If siphons are part of this project, are they in conformance with N.J.A.C. 7-14A - 23.7?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12.	Are the immediate downstream sewer lines constructed?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**(B) PUMPING SYSTEM:** Submit a Pump Station Design Report, which should include, at a minimum, the basis for the following: (a) pump selection; (b) sizing of force main and velocity calculations; (c) total dynamic head; (d) pump station performance curve and (e) wet well detention time.

Average daily flow:	<u>N/A</u>	GPD	Surface area of wet well:	<u>        </u>	ft <sup>2</sup>
Peaking factor:	<u>        </u>		Wet Well Detention Time:	<u>        </u>	minutes
Peak design flow:	<u>        </u>	GPD	TDH of pump:	<u>        </u>	ft
Number of pumps:	<u>        </u>				
Design capacity of pump station (with the largest pump out of service):	<u>        </u>			<u>        </u>	GPM

**1. WASTEWATER CONVEYANCE SYSTEMS**

**(B) PUMPING SYSTEM (continued)**

**FORCE MAINS**

Diameter (inches)	Length (feet)	Material Type	Velocity (ft/sec)
N/A			

1.	What is the minimum cover (as measured from the top of the pipe to the grade elevation) provided along the entire force main?				ft
2.	Specify the method of screening at the pumps.				
3.	Where is the ultimate location of the alarm for high water conditions, power failures, and mechanical breakdowns?				
4.	Specify the type of back-up power source provided.				
		YES	NO	N/A	
5.	Is adequate light and ventilation provided at the pump station?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6.	Are air and/or vacuum release valves provided on the high points of the force main?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7.	Are adequate freshwater wash-down facilities provided?	<input type="checkbox"/>	<input type="checkbox"/>		
8.	If a domestic water service connection will be utilized for wash-down purposes, is it protected by a backflow prevention device?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
9.	Are shut-off valves on suction and discharge piping and check valves on discharge lines provided?	<input type="checkbox"/>	<input type="checkbox"/>		
10.	Is the base of the pump station wet well sloped toward the pump suction?	<input type="checkbox"/>	<input type="checkbox"/>		
11.	Does the alarm system provide for competent assistance on a 24 hour basis?	<input type="checkbox"/>	<input type="checkbox"/>		
12.	Is the pump station adequately protected from flooding?	<input type="checkbox"/>	<input type="checkbox"/>		
13.	Is the dry well provided with a sump pump?	<input type="checkbox"/>	<input type="checkbox"/>		

I am a professional engineer licensed by the New Jersey Board of Professional Engineers and Land Surveyors to practice in New Jersey. I certify that the proposed treatment works, as designed, meets the requirements of N.J.A.C. 7:14A - 23 et seq., other than the exceptions as noted.

I hereby certify that the information provided in this engineer's report and attachments hereto, is true, accurate, and complete. Exceptions attached [YES , NO ]?

Signature of Engineer:



Agha Hasan, P.E. 06-18-2015

Professional Engineer's  
Embossed Seal

Name and Date:  
(Print or Type)

Firm Name:

Van Noto-Harvey Associates, P.C.

**2. DOMESTIC WASTEWATER TREATMENT AND/OR RESIDUAL FACILITIES**

Is the following information submitted with this engineer's report?		YES	NO
1.	A complete description of the selected wastewater treatment system.	<input type="checkbox"/>	<input type="checkbox"/>
2.	For the modification of an existing system which has not previously been granted a treatment works approval (TWA), the capacities of the existing units and a brief description of the operation of each, and a statement concerning which units are existing and which are proposed at the time of the application. If there exists a previously issued TWA approval for the subject facility, submit the date of issuance and the TWA number.	<input type="checkbox"/>	<input type="checkbox"/>
3.	Hydraulic profiles of the flow of wastewater through the system.	<input type="checkbox"/>	<input type="checkbox"/>
4.	A unit by unit mass balance for all discharge parameters.	<input type="checkbox"/>	<input type="checkbox"/>
5.	The ultimate disposal location of all effluent.	<input type="checkbox"/>	<input type="checkbox"/>
6.	The basis and computations for average and peak flow requirements.	<input type="checkbox"/>	<input type="checkbox"/>
7.	The expected composition of the influent and effluent from the treatment system including the average, maximum and minimum values of the pollutant parameters specified in the facility's NJPDES permit/DAC.	<input type="checkbox"/>	<input type="checkbox"/>
8.	An evaluation of the quantity and quality of any and all residuals generated and projected to be generated, including a hydraulic profile and unit by unit mass balance for the flow of residuals through the system.	<input type="checkbox"/>	<input type="checkbox"/>
9.	Documentation of adequate storage and handling facilities for residuals.	<input type="checkbox"/>	<input type="checkbox"/>
10.	Provisions for the ultimate management of residuals.	<input type="checkbox"/>	<input type="checkbox"/>
11.	Details of flow monitoring and control, alarm systems, auxiliary power, storage facilities for treatment chemicals and wastes, and plans for bypassing units during construction or maintenance.	<input type="checkbox"/>	<input type="checkbox"/>
12.	The basis and computations for the projected wastewater flow.	<input type="checkbox"/>	<input type="checkbox"/>
13.	A fully executed Licensed Operator Grading Form.	<input type="checkbox"/>	<input type="checkbox"/>

I am a professional engineer licensed by the New Jersey Board of Professional Engineers and Land Surveyors to practice in New Jersey. I certify that the proposed treatment works, as designed, are adequate to meet all applicable final NJPDES permit limitations contained in the current NJPDES Discharge Permit No. \_\_\_\_\_ . In addition, I certify that the proposed treatment works, as designed, meets the requirements of N.J.A.C. 7:14A - 23 et seq., other than the exceptions as noted.

I hereby certify that the information provided in this engineer's report and attachments hereto is true, accurate, and complete. Exceptions attached [YES , NO ]?

Signature of Engineer\* \_\_\_\_\_

Professional Engineer's  
Embossed Seal

Name and Date:  
(Print or Type) N/A \_\_\_\_\_

Firm Name: N/A \_\_\_\_\_

\* This certification may not be completed until the effective date of the associated final NJPDES Discharge Permit.

# **STONY BROOK REGIONAL SEWERAGE AUTHORITY**

## **Regulatory Report**

## **REGULATORY REPORT**

### **September 2015**

#### **A. Discharge Monitoring Report (DMR)**

The Discharge Monitoring Reports for the months of July and August were submitted with no violations reported.

The Hopewell and Pennington semi-annual and annual Surface Water Discharge Characterization Reports (SWDWCR) were submitted. The results were within the expected ranges for these facilities.

#### **B. Residuals Discharge Monitoring Report (RDMR)**

The June Residuals Discharge Monitoring Reports were submitted. All River Road parameters were compliant with the Air Permit requirements.

The July RDMR is currently being reviewed.

#### **C. Air Reporting**

Nothing to report this month.

#### **D. Laboratory**

On September 2, 2015 staff met with Jim Cosgrove and Joe Schwarz from Kleinfelder and our attorney Diane Alexander to discuss the use of sufficiently sensitive test methods for reporting monitoring data. Diane and Jim will draft a letter to NJDEP regarding this matter.

On September 10, 2015 staff received a letter from NJDEP (OQA) regarding the above requirement (copy is attached). Currently this requirement is affecting the chlorine testing at the SBRSA facilities. Our laboratory is currently evaluating the analytical methods available to meet this directive.

#### **E. Miscellaneous**

The Quarterly Capacity Assurance Program report for the period June 1, 2015 through August 31, 2015 was submitted (copy is attached).



## State of New Jersey

### DEPARTMENT OF ENVIRONMENTAL PROTECTION

Office of Quality Assurance

401 E. State Street

P.O. Box 420, Mail Code 401-02D

Trenton, NJ 08625-0420

TEL: # (609) 292-3950

FAX # (609) 777-1774

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

BOB MARTIN  
*Commissioner*

September 8, 2015

### Re: Use of Sufficiently Sensitive Test Methods for Permit Applications and Reporting of Chemical-Specific Monitoring Data

Dear Laboratory Manager:

Enclosed is a copy of a joint letter prepared by the New Jersey Department of Environmental Protection (Department) Bureau of Surface Water Permitting and the Office of Quality Assurance (OQA) regarding the use of sufficiently sensitive methods. This letter was sent to permitted wastewater treatment facilities in January 2015.

Permittees must contact the Bureau of Surface Water Permitting (BSWP) at 609-292-4860 for information regarding the quantitation limits (QL)/minimum levels (ML) that need to be achieved in order to demonstrate compliance with the requirements of their discharge permits.

The requirement to utilize sufficiently sensitive methods needs to be met whether or not the permit contains a numerical limit based on the water quality based standard for the waters receiving the permitted discharge and the BSWP can assist with determining parameter specific QLs/MLs.

If you are a certified contract laboratory performing testing in support of a permittee/client National Pollution Discharge Elimination System (NPDES) requirement, you must ensure that you are using a method sufficiently sensitive enough to meet those requirements for all reported parameters.

Laboratories can contact the OQA at 609-292-3950 with any questions regarding analytical testing methods. In addition, the OQA will be sending an email to all laboratories clarifying the specific testing requirements and analytical method options for chlorine produced oxidants (CPOs).

Sincerely,

A handwritten signature in cursive script that reads "Michele M. Potter".

Michele Potter  
Environmental Specialist 4

Enclosure



State of New Jersey

CHRIS CHRISTIE  
Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION

BOB MARTIN  
Commissioner

KIM GUADAGNO  
Lt. Governor

Mail Code - 401-02B  
Division of Water Quality  
Bureau of Surface Water Permitting  
P.O. Box 420 - 401 E State St  
Trenton, NJ 08625-0420  
Phone: (609) 292-4860 / Fax: (609) 984-7938

Re: Use of Sufficiently Sensitive Test Methods  
for Permit Applications and Reporting

Dear Sir/Madam:

The U.S. Environmental Protection Agency (EPA) has finalized amendments to its Clean Water Act (CWA) regulations under 40 CFR 122.21, 122.44, and 40 CFR 136 on August 19, 2014. These changes codify that under the National Pollutant Discharge Elimination System (NPDES) program, where EPA has promulgated or otherwise approved analytical methods under 40 CFR Part 136, or 40 CFR Chapter I, subchapters N and O, permit applicants must use "sufficiently sensitive" analytical test methods when completing an NPDES permit application. In addition, EPA has decreed states must require that only "sufficiently sensitive" methods be used for analyses of pollutants or pollutant parameters under their NPDES permit.

The purpose of this rulemaking is to clarify that NPDES applicants and permittees must use EPA-approved analytical methods that are capable of detecting and measuring the pollutants at, or below, the applicable water quality criteria or permit limits. Through these amendments EPA has modified existing NPDES application, compliance monitoring, and analytical methods regulations. This final rule became effective on September 18, 2014 and upon receipt of this letter all analytical monitoring shall be in compliance with the final rule. The amendments in this final rulemaking affect only chemical-specific methods; they do not apply to the Whole Effluent Toxicity (WET) or microbiological testing methods.

For the purposes of this requirement, a method approved under 40 CFR part 136 or required under 40 CFR chapter I, subchapter N or O is considered 'sufficiently sensitive when:

- A. The method minimum level (ML) is at or below the level of the effluent limit established in the permit or applicable water quality criterion for the measured pollutant or pollutant parameter; or
- B. The method ML is above the applicable water quality criterion, but the amount of the pollutant or pollutant parameter in a facility's discharge is high enough that the method detects and quantifies the level of the pollutant or pollutant parameter in the discharge; or
- C. The method has the lowest ML of the analytical methods approved under 40 CFR part 136 or required under 40 CFR chapter I, subchapter N or O for the measured pollutant or pollutant parameter.

Should you have any questions or comments regarding analytical monitoring methods, please contact the Office of Quality Assurance at (609) 292-3950. Should you have any questions or comments regarding how this could impact your permit, please contact the Bureau of Surface Water permitting at (609) 292-4860.

Sincerely,

Pilar Patterson, Chief  
Bureau of Surface Water Permitting

Sincerely,

Joseph Aiello, Manager  
Office of Quality Assurance



## *STONY BROOK REGIONAL SEWERAGE AUTHORITY*

*HOPEWELL BOROUGH • HOPEWELL TOWNSHIP • PENNINGTON BOROUGH  
PRINCETON • SOUTH BRUNSWICK TOWNSHIP • WEST WINDSOR TOWNSHIP*

September 9, 2015

Mr. Jim Pontoriero  
New Jersey Department of Environmental Protection  
Bureau of Finance and Construction – North  
401 East State Street  
P.O. Box 420, 3<sup>rd</sup> Floor  
Trenton, New Jersey 08625

Re: Stony Brook Regional Sewerage Authority  
Capacity Assurance Program  
Quarterly Reports

Dear Mr. Pontoriero:

Enclosed are Forms WQM-007 for the River Road, Hopewell and Pennington Sewage Treatment Plants for the period June 1, 2015 through August 31, 2015 in accordance with the Capacity Assurance Program.

Should you have any questions or need additional information please contact me at 609-924-8881 at extension 207.

Very truly yours,

A handwritten signature in black ink, appearing to read "Anton Pchola".

Antonia F. Shurott-Pchola, P.E.  
Manager of Engineering

enclosures

**NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF WATER QUALITY  
WASTEWATER FACILITIES REGULATION PROGRAM  
BEAUAU OF CONSTRUCITON and CONNECTION PERMITS  
WASTEWATER FLOW SUMMARIZATION QUARTERLY REPROT**

Period from June 1, 2015 through August 31, 2015

Name of Permittee Stony Brook Regional Sewerage Authority  
 Sewage Treatment Plant River Road Sewage Treatment Plant  
 NJPDES Discharge Permit Number NJPDES NJ 003119  
 Certification by Owner\* John Kantak 9/9/15  
 (Signature and Date)

**NJDEP ISSUED TREATMENT WORKS APPROVAL (TWA) PERMITS NOT YET IN OPERATION  
(Anticipated Flow Only)**

Permit No.	Project Name	Date Issued	Permit Flow Allocation
------------	--------------	-------------	------------------------

**SEE ATTACHED**

<b>(A) Permitted Capacity</b>	<u>13.060</u> MGD
<b>(B) Present <del>3-12</del> Month 30-Day Average Actual Flow</b>	<u>9.052</u> MGD
<b>(C) Total Anticipated Flow</b>	<u>0.983</u> MGD
<b>(D) Total Anticipated Flow [(B)+(C)]</b>	<u>10.035</u> MGD
<b>(E) Remaining Capacity [(A)-(D)]</b>	<u>3.025</u> MGD

Permitted Capacity means the average daily volume of wastewater, which a domestic treatment works was designed to treat in accordance with a TWA permit or the maximum permissible volume of flow to a domestic treatment works as established by a NJPDES permit, whichever permit or approval establishes the limiting flow value.

Committed Flow means the sum of the actual flow plus the sum of all flows which are anticipated from connections which have been approved but are not yet in operation. The flow to be anticipated form any such connection shall be that flow referred to in the Department approval.

\*Person authorized to sign Section C of the Department's WQM-003 Consent Form

**SBRSA ISSUED TREATMENT WORKS APPROVAL (TWA) PERMITS NOT YET IN OPERATION**  
**River Road Wastewater Treatment Plant**

Developer/ Location	Flow (gpd)	Partially Operable? (Y/N)	Inoperative Flow (gpd)	SBRSA Approval date (MM/YYYY)	NJDEP Approval date	Construction/ Operation Permit #
<b>Princeton</b>						
RushBrook Phase II	6,300	Y	300	09/1998	12/17/1998	98-2257-4
Copperwood/Hilltop at Princeton	25,149	N	25,149	07/2011	08/17/2011	11-0213
Gordon Bunn Drive MAB Assoc	3,059	N	3,059	02/2007	NA	NA
Gallup Road Sewer Extension	600	N	600	02/2009		
Institute for Advanced Study Short Term Academic Housing	3,059	N	3,059	08/2009	09/29/2009	09-0364
Quarry Lane	750	Y	250	04/2009	06/17/2009	09-0226
Princeton U Hibben-Magie Site	23,550	N	23,550	05/2012		12-0131
Palmer Square North. (Hulfish North)	33,202	Y	14,277	09/1985	07/08/1986	85-5403-4
Princeton Redevelopment Building C (mixed use)	11,812	N	11,812	11/2004	02/17/2004	04-0098
Nassau Inn Expansion	2,080	N	2,080	04/2009		
Princeton U Andlinger Center	9,326	N	9,326	10/2011		
The Hun School of Princeton	2,450	N	2,450	02/2013		11-0308
Princeton U Stanworth Commons	29,050	N	29,050	02/2013		
Princeton U Arts & Transit Neighborhood	12,698	N	12,698	02/2013		
Facility Housing Institute for Advanced Study	4,500	N	4,500	10/2013	10/28/2013	13-0360
Avalon Princeton	56,845	N	56,845	02/2014		
225 Nassau Street	6,075	N	6,075	11/2014	NA	
Chabad Lubavitch of Mercer County	462	N	462	06/2015	08/07/2015	15-0241
<b>West Windsor Township</b>						
International Corporate Center	22,000	Y	4,690	06/1984	08/02/1984	84-4634-4
Princeton Overlook Office (Mack-Cali)	34,700	Y	17,350	10/1985	4/3/1986	85-5649-4
Elsworth's Center (SUMO Enterprises)	2,764	N	2,764	10/1996	not needed	not needed
Carnegie Center Phase II remaining flow	62,701	N	62,701	07/1997	not needed	not needed
Prin Jcn Metro Office Phase II (Mack-Cali)	9,702	N	9,702	06/1998, 07/2001	36,041	98-2075-4
Carnegie Center West-Phase B: Bldg. 901	13,000	N	13,000	03/2000	05/12/2004	04-0197
Palladium, Mack-Cali Development	75,138	N	75,138	8/2001, 2/2004	01/06 extended	01-0743
Eden Institute, Harrison St.	1,500	N	1,500	05/2002	10/24/2002	02-0602
Princeton Presbyterian Church Addition	2,400	N	1,200	05/2004	NA	NA
Elements, aka Renaissance at West Windsor	31,527	Y	3,153	03/2005	06/21/2005	05-0212
Windsor Business Park West	2,446	N	2,446	05/2005	NA	NA
Bear Creek Senior Housing	43,738	Y	32,804	09/2005	11/10/2006	05-0715
300 Carnegie Center	8,400	N	8,400	08/2006	01/30/2007	07-0018
Greenview Corporate Park	29,442	N	29,442	08/2007	11/30/2007	07-0577
West Windsor Gardens	80,250	Y	60,188	08/2007	10/31/2007	07-0539
19 Roszel Road Office Buildings	9,015	N	9,015	04/2009		
Princeton Theological Seminary	8,575	N	8,575	03/2010		
United Jewish Federation of Princeton, WW	30,366	N	30,366	02/2011	06/17/2011	11-0120
West Windsor Gardens II	27,375	N	27,375	05/2012	06/26/2012	12-0135
Institute of Islamic Studies	1,449	N	1,449	04/2014	06/24/2014	14-0166
Carnegie Center West - Bldg 804	12,150	N	12,150	10/2014	01/02/2015	14-0403
<b>South Brunswick Township</b>						
Campus North at Prin. Forrestal Phases I-III	48,000	Y	31,250	01/2002	04/29/2002	02-0115
Princeton Business Parks (sold to CRA II, LLC)	18,500	N	18,500	01/2002	02/27/2002	02-0119
Princeton Manor	79,692	Y	43,830	12/2003	04/05/2004	04-0063
Point of Woods	21,900	N	21,900	04/2004	08/06/2004	04-0364
Heritage Village Adult Community	48,313	Y	24,156	05/2004	07/20/2004	04-0363
College Park II, Princeton Forrestal Cntr.	15,025	N	15,025	04/6; extended 06/04	10/21/2004	04-0510
Millenium Homes: Villagio (Byron Hill)	40,860	Y	12,835	04/2005	07/06/2005	05-0388
The Woods at Plainsboro	3,300	Y	2,772	06/2005	08/08/2005	05-0530
Colonial Homes	1,200	N	1,200	09/2005	10/28/2005	05-0660
College Park III (East Shore Assoc.)	64,025	N	64,025	09/2006	11/06/2006	06-0656
Ridge Rd. Development	2,400	N	2,400	09/2006	NA	NA
Sand Hills Development	4,200	Y	900	12/2006	03/14/2007	07-0044
Islamic Society of Central Jersey	13,300	Y	9,975	01/2007	05/31/2007	07-0139
Princeton Health Care Campus	71,150	Y	64,035	07/2008	11/19/2008	08-0417
Greenwood at Princeton, LLC	3,300	N	3,300	05/2010		
Parkdale	4,800	N	4,800	08/2012		
Children's Hospital of Philadelphia - Plainsboro	2,660	N	2,660	04/2013	N/A	
White Castle Restaurant	1,080	N	1,080	10/28/2013	11/20/2013	13-0362b
Cambridge Crossing	25,050	N	25,050	04/28/2014	08/5/2014	14-0179
Spiatore Subdivision (Mary Bell Acres II)	1,200	N	1,200	07/21/2014	10/27/2014	14-0312
Princeton Glen	1,200	N	1,200	03/23/2015	06/11/2015	15-0152
Maplewood at Princeton	10,500	N	10,500	03/23/2015	05/18/2015	15-0141
High Point Estates	1,800	N	1,800	08/24/2015		
<b>TOTAL INOPERATIVE</b>			<b>883,343</b>	<b>GPD</b>		

Form WQM-007  
Revised 1/95

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**NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF WATER QUALITY  
WASTEWATER FACILITIES REGULATION PROGRAM  
BEAUAU OF CONSTRUCITON and CONNECTION PERMITS**

**WASTEWATER FLOW SUMMARIZATION QUARTERLY REPROT**

Period from June 1, 2015 through August 31, 2015

Name of Permittee Stony Brook Regional Sewerage Authority

Sewage Treatment Plant Hopewell Sewage Treatment Plant

NJPDES Discharge Permit Number NJ0035301

Certification by Owner\*

John Kamboukos      9/9/15  
(Signature and Date)

**NJDEP ISSUED TREATMENT WORKS APPROVAL (TWA) PERMITS NOT YET IN OPERATION  
(Anticipated Flow Only)**

Permit No.	Project Name	Date Issued	Permit Flow Allocation
------------	--------------	-------------	------------------------

NONE

(A) Permitted Capacity	0.300 MGD
(B) Present 3-12 Month 30-Day Average Actual Flow	0.218 MGD
(C) Total Anticipated Flow	0.001 MGD
(D) Total Anticipated Flow [(B)+(C)]	0.219 MGD
(E) Remaining Capacity [(A)-(D)]	0.081 MGD

Permitted Capacity means the average daily volume of wastewater, which a domestic treatment works was designed to treat in accordance with a TWA permit or the maximum permissible volume of flow to a domestic treatment works as established by a NJPDES permit, whichever permit or approval establishes the limiting flow value.

Committed Flow means the sum of the actual flow plus the sum of all flows which are anticipated from connections which have been approved but are not yet in operation. The flow to be anticipated from any such connection shall be that flow referred to in the Department approval.

\*Person authorized to sign Section C of the Department's WQM-003 Consent Form

SBRSA ISSUED TREATMENT WORKS APPROVAL (TWA) PERMITS NOT YET IN OPERATION  
Hopewell Wastewater Treatment Plant

Developer/ Location	Flow (GPD)	Partially	Inop. Flow	SBRSA	NJDEP	Const/ Operation
		Operable? (Y/N)		Approval date (YY/M)	Approval date (YY/MM/DD)	Permit #
<b>Hopewell</b>						
Princeton Farms Sewer Extension	1,200	N	1,200	2013/10		
<b>TOTAL INOPERATIVE</b>			<b>1,200</b>	<b>GPD</b>		

Form WQM-007  
Revised 1/95

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**NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION  
DIVISION OF WATER QUALITY  
WASTEWATER FACILITIES REGULATION PROGRAM  
BEAUAU OF CONSTRUCITON and CONNECTION PERMITS**

**WASTEWATER FLOW SUMMARIZATION QUARTERLY REPROT**

Period from June 1, 2015 through August 31, 2015

Name of Permittee Stony Brook Regional Sewerage Authority

Sewage Treatment Plant Pennington Sewage Treatment Plant

NJPDES Discharge Permit Number NJ0035319

Certification by Owner\*

John Kentel      9/9/15  
(Signature and Date)

**NJDEP ISSUED TREATMENT WORKS APPROVAL (TWA) PERMITS NOT YET IN OPERATION  
(Anticipated Flow Only)**

Permit No.	Project Name	Date Issued	Permit Flow Allocation
------------	--------------	-------------	------------------------

**SEE ATTACHED**

(A) Permitted Capacity	0.300 MGD
(B) Present 3-12 Month 30-Day Average Actual Flow	0.239 MGD
(C) Total Anticipated Flow	0.018 MGD**
(D) Total Anticipated Flow [(B)+(C)]	0.257 MGD
(E) Remaining Capacity [(A)-(D)]	0.043 MGD

Permitted Capacity means the average daily volume of wastewater, which a domestic treatment works was designed to treat in accordance with a TWA permit or the maximum permissible volume of flow to a domestic treatment works as established by a NJPDES permit, whichever permit or approval establishes the limiting flow value.

Committed Flow means the sum of the actual flow plus the sum of all flows which are anticipated from connections which have been approved but are not yet in operation. The flow to be anticipated from any such connection shall be that flow referred to in the Department approval.

\*Person authorized to sign Section C of the Department's WQM-003 Consent Form

\*\*The flow includes the remaining allotted capacity for Bristol-Myers Squibb (BMS). BMS is allotted 25,000 gpd for non-industrial wastewater flow from their facility.

**SBRSA ISSUED TREATMENT WORKS APPROVAL (TWA) PERMITS NOT YET IN OPERATION  
Pennington Wastewater Treatment Plant**

Developer/ Location	Flow (GPD)	Partially Operable? (Y/N)	Inop. Flow	SBRSA Approval date (YY/M)	NJDEP Approval date (YYYY/MM/DD)	Construction/ Operation Permit #
<b>Pennington</b>						
Bristol-Myers Squibb*	25,000	Y	18,545	88/11	1992/04/13	91-6138-4
<b>TOTAL INOPERATIVE</b>			<b>18,545</b>	<b>GPD</b>		
*The flow includes the remaining allotted capacity for Bristol-Myers Squibb (BMS). BMS is allotted 25,000 gpd for non-industrial wastewater flow from their facility.						

# **STONY BROOK REGIONAL SEWERAGE AUTHORITY**

## **Safety**

## **SAFETY REPORT**

### **Safety 2015**

There were no lost time accidents/injuries for this reporting period. Attached is an up to date graph (2006-September 16, 2015) that depicts lost time accidents and the number of no loss time accidents/injuries as well.

As of September 16, 2015 Stony Brook Regional Sewerage Authority has gone **1469** consecutive days without a “Lost Time Accident”. Attached is a picture of the digital lost time accident scoreboard.

On July 31<sup>st</sup> and August 3<sup>rd</sup> the annual fire alarm inspection was conducted for River Road and Princeton Pump Station. Staff has received the report and there were two deficiencies noted:

1. **Cake Building**-horn/strobe by north landing did not activate when tested
2. **Sludge Receiving Station**-Fire alarm control panel battery failed

Staff is in the process of obtaining quotes to make repairs.

Staff is looking into having fire alarm monitoring added to both the Upstream Plants. Staff has prepared draft specification documents which are currently under review.

On September 2, 2015 Carlin Chimney and Duct Service performed a chimney inspection evaluation and sweep of the River Road Boiler Chimney. No issues were found.

On September 15, 2015 Staff held its quarterly safety meeting. Minutes are attached to this report.

Training for this reporting period included:

- Respiratory Protection training with fit test was provided by Certified Health and Safety on August 19, 2015 for 30 employees.
- Industrial Power Truck/Forklift practical training was provided by the New Jersey Department of Labor on August 27, 2015 for 7 employees.
- Fall Protection training was provided in-house on September 17, 2015 for 13 employees.
- Storm Water Pollution Prevention (SPPP) and Spill Prevention Control and Countermeasures (SPCC) training was provided in-house on September 17, 2015 for 12 employees.
- CPR/AED was provided by Certified Health and Safety on September 23, 2015 for 16 employees with 2 employees also receiving First-Aid training.

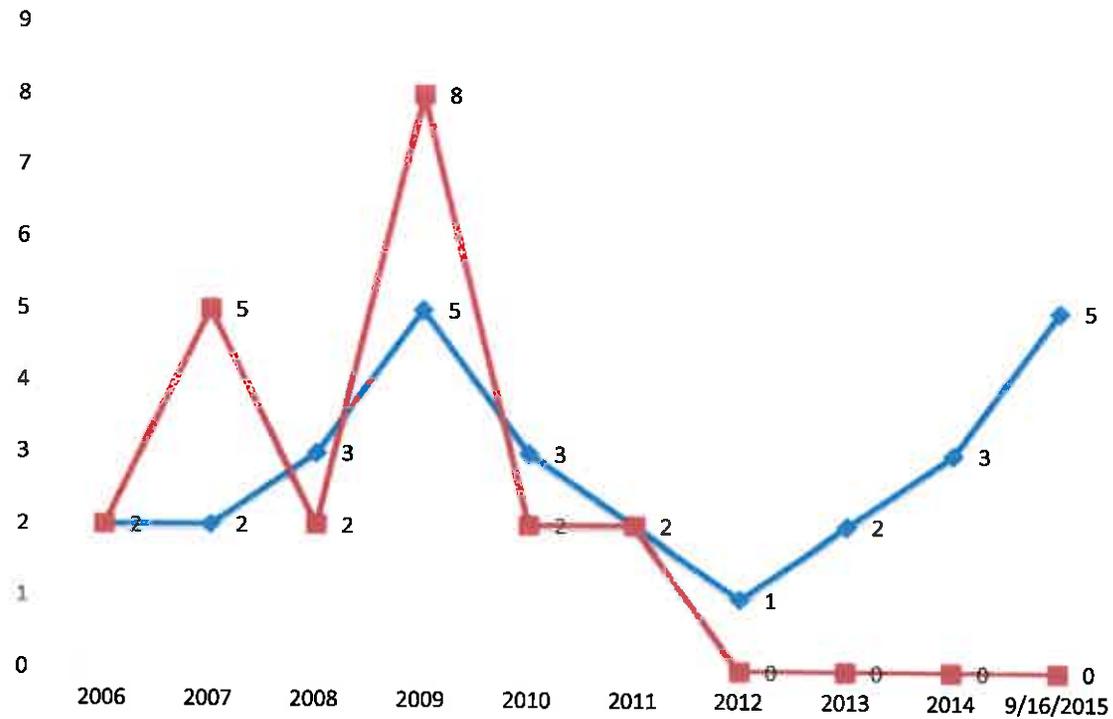
The Loss Control Report from the Joint Insurance Fund (JIF) which conducted its inspection in May 2015 suggested that the ladder climbing devices attached to the standpipes at Hopewell and Pennington Plants be inspected by a third party. The inspection was conducted by Certified Health and Safety on September 4, 2015. Staff is awaiting the report.

At the request of Mr. Goldfarb the results of the PEOSH inspection that took place on May 27, 2015 and June 9, 2015 were as follows:

1. **Update the confined space required permits**-this has been completed and training is continuing.
2. **Conduct annual confined space rescue training**-training was conducted for the two new employees for 2015. Prior to the inspection the practice was to provide practical training to new employees and then classroom refresher training every three years thereafter. The inspector stated that he did not expect SBRSA to provide practical training to each employee on a yearly basis but to conduct practical training using different sites to selected employees in the event that there are new structures or new fall protection equipment.
3. **Arc Flash training**-training is required every two years which the employees had in 2013. Arc flash training is scheduled for September 30, 2015. Staff provided the PEOSH Inspector with the 2013 documentation.

## Accidents/Injuries with Lost Time

### Accidents/Injuries with no Lost Time



**Pride  
In Safety**

**1489 Days**

**Without A  
Lost Time  
Accident**



## INTER - OFFICE

## MEMO

**To:** Safety Committee Members: Dennis Coleman, Jim Germann, Toni Pchola, Diane Redding (Absent), Dave Perez, Robert Pace, Joseph Crate, Steve Roga

**c:** John Kantorek, Robert Kunert, Jerry Ireland, Mack Rahimi, Courtney Bixby

**From:** Pete Irizarry

**Subject:** September 15, 2015 Safety Meeting Minutes

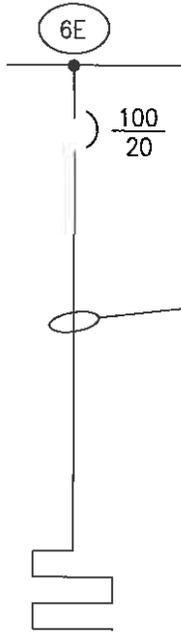
**Date:** September 16, 2015

- Pete indicated at the December 30, 2014 meeting that the belt press wash water feed lines need to be converted from EFW hose to PVC piping. Doing so will minimize the potential for the line to dislodge. **The work has been completed.**
- Dave mentioned at the December meeting that the support beams that the Sludge Cake receiving bin doors rest on when in the closed position for both receiving bins are being compromised by the Sludge Cake delivery trucks constantly backing up to them. **Staff continues to look into ways to strengthen and protect the beams.**
- Dave mentioned at the meeting that there should be a visible alarm installed at the Liquid Sludge Receiving Station that lights up or flashes when there is an alarm. Staff installed the visible alarm, however Dave mentioned that when it is sunny the strobe is difficult to see. **Staff will place a cover over the fixture.**
- At the December 2014 meeting it was mentioned that the air compressors used for instrument air for the Incinerators could not be isolated to lock-out. The air compressors have since failed and we are using temporary compressors. **Staff has received the specifications for review and once completed it will be sent out for bid.**
- Pete indicated that PEOSH has a standard that requires a semi-annual visual inspection of hydraulic and bottle jacks. **Staff has labeled the jacks and set-up an inspection protocol.**
- Pete indicated that there is a need to install davit bases for some chambers and tanks so that we can employ fall protection while entering and exiting. Pete has looked into the cost of installing the bases but there needs to be further discussion and input from the members to determine where the installation of the bases would be feasible. Pete also mentioned that the installation must meet local regulations and must be approved by a qualified engineer. Staff is in the process

of contacting an engineer from AECOM to assist.

- Pete indicated at the June meeting that there are no fire alarm systems at the Hopewell and Pennington Plants. Staff has prepared draft specification documents which are currently under review.
- Dave mentioned that at the Forrestal Metering Station there is an area in which the instrumentation mechanic must enter that is constantly full with groundwater, therefore the mechanic cannot see the area that he should be setting his foot on. Staff suggested that the area be pumped out and cleaned to further assist in determining how to mitigate this issue.
- Dennis stated that there were two electrical issues at the Hopewell Plant (photos with notes are attached). Joe indicated that the issue with the photo on the right has been completed and that both he and Dennis will troubleshoot the other.
- Steve mentioned that there were some concerns with outside contractors not properly securing areas where hatches are open or placing guardrails back when they are done using the hoist. Toni will discuss with Courtney who in turn will discuss with the contractors.

With no further issues to discuss the meeting was concluded.



4060 EUH-H2, 10KW  
Electric Unit Heater



See Note 1 & 2



See Note 1

#### Notes

- 1) All boxes or conduit bodies for splices require minimum volume of  
15.75 CU inches for #12 AWG  
17.5 CU inches for #10 AWG  
(see NEC 2014, 314.16)
- 2) Remove PVC 90 degree conduit. Ridgid Metallic Tubing only w/bonding rings.



Heat  
Upstream Chem Feed Rm

Feb 2015  
shared\vin\vin\mtr\mtr\ca\4060euh.pdf

Sheet 001 of 001

# SUGGESTIONS FOR IMPROVEMENT STATUS

Municipality: Stony Brook Regional Sewerage Authority Date: September 21, 2014

This status report applies to the Loss Control survey conducted on May 4, 2015.

Please use this form to update the status of outstanding Suggestions for Improvement and submit by return mail, fax or e-mail within 60 days after receipt of report.

## J.A MONTGOMERY RISK CONTROL

Attention: Karen La Sala  
 231 Main Street  
 P.O. Box 2017  
 Toms River, New Jersey 08754  
 Fax: 856-830-1496  
 klasala@jamontgomery.

1. SUGGESTION(S) COMPLETED:

(Indicate by Number/Date)

9-2014  
 10-2014

2. CUSTANDING SUGGESTIONS:

(Indicate by Number and Date of Estimated Completion)

9-2014, 10-2014 September 4, 2015

3. SUGGESTIONS FOR IMPROVEMENT THAT NEED FURTHER CLARIFICATION OR DISCUSSION:

4. SUGGESTION(S) THAT IS/ARE A BUDGET ITEM:

Signature: \_\_\_\_\_

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

# Loss Control Report NJUA

125

## Open Suggestions

Report Date 5/21/2015

Town	Sug #	Type	Status	Date of Survey Date Completed	Location
<b>STONY BROOK REGIONAL SEWERAGE AUTHORIT</b>					
	9-2014	I	O	8/8/2014	<u>Hopewell Treatment Plant - Standpipe</u> Where ladders have safety climbing devices installed there is a requirement that the ability of the ladder to withstand the engineering loads of such a system must be documented. During the next routine inspection of the fixed ladder on this tower have the third party inspection contractor verify that they provide certification that the ladder has passed the load test as described by OSHA in 29 CFR 1926.1053(a)(22)(i) A fixed ladder must be capable of supporting at least two loads of 250 pounds (114 kg) each, concentrated between any two consecutive attachments. Fixed ladders also must support added anticipated loads caused by ice buildup, winds, rigging, and impact loads resulting from the use of ladder safety devices.
	10-2014	PI	O	8/8/2014	<u>Hopewell Treatment Plant - Standpipe</u> Have the manufacturer or a competent third party inspect and service the ladder safety/fall protection device on an periodic (annual recommended) basis, providing documentation that the fall restraint device is appropriate for the ladder to which it is attached and that they have performed any necessary maintenance according to manufacturer's specifications. Note: the guide track or cable, every (cable) anchor and all tensioning devices plus grab devices should be included in the inspection. The inspector should certify that the devices comply with ANSI A14.3-2002, "American National Standard for Ladders--Fixed--Safety Requirements," The owner is responsible for inspecting the climbing harness used by their employees. Contractors must supply their own harness and connecting device if not permanently affixed to the safetyrail/cable.

<u>Type</u>	<u>Type</u>	<u>Type</u>	<u>Status</u>	<u>Survey Date</u>
U- Urgent	C -Critical	1 - Requires immediate attention	O - Open	The date the survey was conducted.
I -Important	D -Desirable	2- Should be addressed before next loss control survey	C - Completed	<u>Status Date</u>
PI - Prog. Improvement		3 - Are desirable improvements		The date the Safety Director Office was notified of the change in the status of the Suggestion For Improvement. ie; Open, Completed, etc.
R - Regulatory		N/A - Not Applicable		
N/A - Not Applicable				

**Total Count of SFI = 2**

# **STONY BROOK REGIONAL SEWERAGE AUTHORITY**

## **Litigation**

## LITIGATION SUMMARY

September 2015

\*Indicates Revised Section

### **\*I. River Road Wastewater Concerns**

The final NJPDES permit received on January 26, 2006 includes a 0.1 mg/L monthly phosphorus limit, effective January 1, 2011. A “Request for Hearing” was filed with the NJDEP on February 24, 2006 to contest this limit and several other smaller items. On March 11, 2007, a letter was received from Nancy Wittenberg, Assistant Commissioner, indicating that in recognition of the fact that the TMDL based phosphorus limits will soon be available, the Department has granted a Stay of the (not yet effective) phosphorus limit until further notice. On March 28, 2007, the Bureau of Point Source Permitting sent a follow-up letter, which included all three plants and indicated that the phosphorus limits will be stayed until further notice.

NJDEP has expressed its intent, to Judge Masin, to issue a draft and final permit for the River Road facility in 2012 and has requested that the pending request for an adjudicatory hearing be placed upon the inactive list for six (6) months, which was granted on June 8, 2012.

A telephone status conference before Judge Masin was held on August 26, 2013 wherein the judge again placed the matter on the inactive list for six (6) months in order that the parties could pursue rulemaking to address issues raised in the hearing request. This action was undertaken at the request of Kristen D. Heinzerling, DAG, representing the NJDEP.

A meeting between representatives of the SBRSA and NJDEP was held on January 16, 2014, wherein the status of the TMDL and outstanding issues were discussed and a plan for resolution of the outstanding issues was proposed.

A meeting regarding the remaining outstanding issues was held on September 17<sup>th</sup>, 2014 with representatives of the NJDEP. Agreement was reached on the issues of Phosphorus and how SBRSA would measure its influent flows. The Pretreatment related issues had been resolved through a permit modification and are no longer an issue. The contested issues relevant to SBRSA’s blending line and the Infiltration/Inflow requirements remain an issue as NJDEP is currently discussing the fate of blending lines with USEPA in the context of Combined Sewer Overflows (CSOs) and therefore this issue cannot be resolved at this time. Unless SBRSA agrees to delete references to blending line use from its permit and rely upon enforcement to grant affirmative defenses, if applicable, this issue will remain outstanding and subject to further litigation. NJDEP further advised that Nitrate effluent limitations would be established in the upcoming permit renewal.

Judge Masin has retired and the matter transferred to the Honorable Lisa James-Beavers. ALJ. A telephone status conference has been scheduled for April 28, 2015. A meeting with NJDEP was held on May 5, 2015, wherein blending during periods of excessive wet

weather was discussed. The NJDEP advised regarding the position of the USEPA regarding blending, both on a permanent and temporary basis. USEPA and NJDEP approval would be needed for SBRSA to obtain a permit that contains a provision allowing the bypass of secondary treatment during excessive wet weather events. In order to obtain approval, a No Feasible Alternatives Analysis process must be followed and the NJDEP provided guidance regarding this process.

**On September 9, 2015, NJDEP issued a Preliminary Draft Surface Water Renewal Permit for the River Road facility. This renewal carries forward the unresolved blending line issue from the previous permit. New issues include Nitrate; Removal of the Quantification Levels and Sufficiently Sensitive Test Methods, particularly with respect to Chlorine Produced Oxidants; calculation of the Chlorine Produced Oxidant limitations; Chlorodibromomethane and Bromodichloromethane limitations, E. Coli effluent limitations, the Capacity Assurance Program provisions and provisions regarding evaluation of Local Limitations for Chlorodibromomethane and Bromodichloromethane. Comments regarding the issues raised in the Preliminary Draft will be submitted to the NJDEP on September 25, 2015.**

**A status conference with the Honorable Lisa James-Beavers, ALJ, Kristen Heinzerling, DAG and her successor, Yin Zhou, DAG, was held on September 9, 2015, wherein the issuance of the preliminary draft permit was briefly discussed. The next telephone status conference has been scheduled for October 10, 2015. At that time, Mark Collier, DAG will represent the NJDEP.**

## **\*II. Hopewell NJPDES Permit Concerns**

NJDEP issued a draft permit for the Hopewell plant on July 21, 2011. The terms and conditions of the draft permit were not consistent with the prior discussions between the parties, and while the Phosphorus limitation is revised to monitor and report only, the Nitrate and Copper issues are carried forward in the permit action unchanged. As such, comments contesting the inclusion of Nitrates and Copper limitations, as well as comments regarding other minor issues, were prepared and submitted to NJDEP on September 6<sup>th</sup> during the public comment period.

Comments were also submitted to the NJDEP on behalf of other interested parties, including resolutions in opposition to the permit conditions adopted by several municipalities served by the SBRSA, accompanied by a request for a public hearing. Comments in support of the draft permit were submitted to NJDEP on behalf of the Stony Brook Millstone Watershed Association supporting the Draft Permit limitations and conditions, as proposed, for TDS and Copper, which limitations SRBSA and its member municipalities contested. Further, the Association expressed its concern regarding the determination made by the NJDEP not to establish an effluent limitation for Phosphorus at this time.

NJDEP granted to the interested parties (municipalities served by the SBRSA that requested a public hearing on the permit conditions) a hearing on the issues raised in the Draft Permit. This public hearing was held on November 16, 2011.

Judge Masin granted the request to place the pending adjudicatory hearing request on the inactive list on June 8, 2012.

A telephone status conference before Judge Masin was held on August 26, 2013 wherein the judge again placed the matter on the inactive list for six (6) months in order that the parties could pursue rulemaking to address issues raised in the hearing request. This action was undertaken at the request of Kristen D. Heinzerling, DAG, representing the NJDEP.

A meeting between representatives of the SBRSA and NJDEP was held on January 16, 2014, wherein the status of the TMDL, status of the proposed rulemaking to address nitrate limitations and the remaining contested issues were discussed. A plan for resolution of the outstanding issues was proposed to resolve the Phosphorus and Copper issues. A surrogate parameter was proposed to replace the TDS parameter contained in the current permit and a stay pending rulemaking was proposed relative to the Nitrate limitation.

I have been advised by DAG Heinzerling that NJDEP intends to issue the final permit immanently to close out the old 2004 Permit and to allow any remaining contested issues to go forward under a new Permit and new docket. Upon issuance of the Final Permit, the prior permit would become moot and it would be necessary to withdraw SBRSA's pending permit appeal relevant to the 2004 Permit and file a Request for an Adjudicatory Hearing on the new permit to preserve its right to challenge any contested permit parameters.

A stakeholder meeting was held on June 17, 2014 to discuss a potential draft proposal to establish a new method of implementing the nitrate criterion based on Tiered Drinking Water Uses. NJDEP explained that it had convened a working group consisting of representatives from water and wastewater facilities, EPA, DOL and DEP to discuss alternative approaches. Based on the discussion with the workgroup, the Department arrived at an alternate approach to protect drinking water intakes. The proposal includes an alternate point of application for applying the nitrate criterion, and a new requirement for water purveyors to sample the raw water at their potable water intakes to determine actions to be required to be undertaken by upstream wastewater dischargers.

On July 1, 2014, NJDEP issued a Final Surface Water Renewal Permit for the upstream Hopewell facility. This renewal carries forward the issues unresolved from the draft, including Nitrate and Copper limitations. A separate draft permit action (major modification) was also issued on July 1, 2014 with respect to the final Copper limitation. The Copper limitation is proposed to be removed consistent with the results of the Copper Water Effects Ratio and Translator Study performed by the SBRSA which lead to a re-evaluation of the Copper criteria and ultimate determination that, based upon more recent data and site specific values, the discharge does not show cause, or reasonable potential to cause, an exceedance of the Surface Water Quality Standards. The draft permit action also proposes to remove the sludge quality and quantity monitoring and conditions

from this permit due to the issuance of Master General Permit, Category SG2, applicable to residuals. The final permit and draft major modification are currently being reviewed for other miscellaneous issues that might have been included.

On August 4, 2014, a Request for Hearing and Stay of the contested permit limitations was filed on behalf of the SBRSA. The issues identified included: Nitrate and Capacity Assurance Program Implementation. Copper was also contested to preserve SBRSA's right to challenge the Copper effluent limitation in the event that the Major Modification is not adopted as proposed.

On November 7, 2014, NJDEP issued the final permit action (major modification) with respect to the final Copper limitation. The Copper limitation, and the sludge quality and quantity monitoring and conditions, have been removed.

Judge Masin has retired and the matter transferred to the Honorable Lisa James-Beavers, ALJ. A telephone status conference has been scheduled for April 28, 2015. As the new permit issued on July 1, 2014 has rendered the issues raised in the pending litigation moot, SBRSA will withdraw the matter currently pending before Judge James-Beavers without prejudice as to those claims plead in the Request for a Hearing filed on August 4, 2014. **By letter dated September 9, 2015, SBRSA withdrew the prior litigation without prejudice as to those claims plead in the Request for a Hearing filed on August 4, 2014.**

**A status conference with the Honorable Lisa James-Beavers, ALJ, Kristen Heinzerling, DAG and her successor, Yin Zhou, DAG, was held on September 9, 2015, wherein the issues relevant to the Final Permit, as well as, NJDEP's proposed schedule for the adoption of rulemaking to resolve the outstanding contested issues, was discussed. The DAGs for the NJDEP advised Judge James-Beavers that NJDEP anticipates that the Tiered Use Rule will be adopted by the end of 2016. The next telephone status conference has been scheduled for October 10, 2015.**

### **\*III. Pennington NJPDES Permit Concerns**

NJDEP issued a draft permit for the Pennington plant on July 21, 2011. The terms and conditions of the draft permit were not consistent with the prior discussions between the parties, and while the Phosphorus limitation is revised to propose monitor and report only, the other issues of concern are carried forward in the permit action unchanged. These issues are: Nitrate; Arsenic; TDS; Dichlorobromomethane and Copper limitations; as well as, other issues relevant to summer and winter ammonia limitations; TSS winter limitations and miscellaneous issues, including that the compliance schedule identified to allow SBRSA to come into compliance with all new limitations is insufficient and should be extended to 59 months, at the very least.

Meetings and discussions between AEA representatives and the NJDEP have been held wherein the issue of nitrates and the other drinking water related parameters included in

the SBRSA permit were discussed, particularly with regard to the impact of the regulation of these pollutants upon the Pennington facility. All in attendance and involved believe that the concerns were received in a manner that appears will be favorable to SBRSA. Additional smaller group meetings to specifically discuss these issues are planned between AEA representatives and NJDEP, and it appears that this view of the regulation of drinking water based parameters in a manner that is favorable to a reasonable and appropriate remedy of the issue, however, at this time no formal action has been proposed by NJDEP to change the existing regulatory requirements.

As the revisions requested were not made, and no regulatory action has been forthcoming, comments contesting these limitations and conditions were prepared and submitted to NJDEP on September 6<sup>th</sup> during the public comment period. Comments were also submitted to the NJDEP on behalf of other interested parties, including resolutions in opposition to the permit conditions that were adopted by several municipalities served by the SBRSA, accompanied by a request for a public hearing. Comments in support of the draft permit were submitted to NJDEP on behalf of the Stony Brook Millstone Watershed Association supporting the Draft Permit limitations and conditions, as proposed, for Arsenic Nitrogen, TSS and Copper, which limitations SBRSA and its member municipalities contested. Further, the Association expressed its concern regarding the determination made by the NJDEP not to establish an effluent limitation for Phosphorus at this time. NJDEP granted to the interested parties a hearing on the issues raised in the Draft Permit, which was held on November 16, 2011.

Judge Masin granted the request to place the pending adjudicatory hearing request on the inactive list on June 8, 2012.

A telephone status conference before Judge Masin was held on August 26, 2013 wherein the judge again placed the matter on the inactive list for six (6) months in order that the parties could pursue rulemaking to address issues raised in the hearing request. This action was undertaken at the request of Kristen D. Heinzerling, DAG, representing the NJDEP.

A meeting between representatives of the SBRSA and NJDEP was held on January 16, 2014, wherein the status of the TMDL, status of the proposed rulemaking to address nitrate limitations and the remaining contested issues were discussed. A plan for resolution of the outstanding issues was proposed to resolve the Phosphorus and Copper issues. A surrogate parameter was proposed to replace the TDS parameter contained in the current permit and a stay pending rulemaking was proposed relative to the Nitrate limitation. Arsenic and Dichlorobromomethane remain issues.

I have been advised by DAG Heinzerling that NJDEP intends to issue the final permit immanently to close out the old 2004 Permit and to allow any remaining contested issues to go forward under a new Permit and new docket. Upon issuance of the Final Permit, the prior permit would become moot and it would be necessary to withdraw SBRSA's pending permit appeal relevant to the 2004 Permit and file a Request for an Adjudicatory Hearing on the new permit to preserve its right to challenge any contested permit parameters.

A stakeholder meeting was held on June 17, 2014 to discuss a potential draft proposal to establish a new method of implementing the nitrate criterion based on Tiered Drinking Water Uses. NJDEP explained that it had convened a working group consisting of representatives from water and wastewater facilities, EPA, DOL and DEP to discuss alternative approaches. Based on the discussion with the workgroup, the Department arrived at an alternate approach to protect drinking water intakes. The proposal includes an alternate point of application for applying the nitrate criterion, and a new requirement for water purveyors to sample the raw water at their potable water intakes to determine actions to be required to be undertaken by upstream wastewater dischargers.

On July 1, 2014, NJDEP issued a Final Surface Water Renewal Permit for the upstream Pennington facility. This renewal carries forward the issues unresolved from the draft, including Nitrate; TDS; Dichlorobromomethane and Copper limitations, as well as, ammonia limitations. A separate draft permit action (major modification) was also issued on July 1, 2014 with respect to the final Arsenic and Copper limitations. Arsenic limitations are proposed to be removed because NJDEP determined that Arsenic is not being discharged in quantifiable amounts and therefore does not cause, or have reason to cause, an excursion of the Surface Water Quality Standards. The Copper limitations are proposed to be removed consistent with the results of the Copper Water Effects Ratio and Translator Study performed by the SBRSA which lead to a re-evaluation of the Copper criteria and ultimate determination that based upon more recent data and site specific values, the discharge does not show cause, or reasonable potential to cause, an exceedance of the Surface Water Quality Standards. The draft permit action also proposes to remove the sludge quality and quantity monitoring and conditions from this permit due to the issuance of Master General Permit, Category S2G, applicable to residuals.

A Request for Hearing and Stay of the contested permit limitations was filed on August 8, 2014. Issues contested included: Drinking Water Related Effluent Limitations - Nitrate, Arsenic, Total Dissolved Solids (TDS), and Dichlorobromomethane (DCBM) Limits; Summer Ammonia Limitations; Chronic Whole Effluent Toxicity Limitations; Capacity Assurance Program Implementation and Imposition of Final Phase effluent limitations. Copper and Arsenic were also contested to preserve SBRSA's right to challenge the same in the event that the Major Modification is not adopted as proposed.

On November 7, 2014, NJDEP issued the final permit action (major modification) with respect to the final Arsenic and Copper limitation. The Arsenic and Copper limitations, and the sludge quality and quantity monitoring and conditions, have been removed.

Judge Masin has retired and the matter transferred to the Honorable Lisa James-Beavers. ALJ. A telephone status conference has been scheduled for April 28, 2015. As the new permit issued on July 1, 2014 has rendered the issues raised in the pending litigation moot, SBRSA will withdraw the matter currently pending before Judge James-Beavers without prejudice as to those claims plead in the Request for a Hearing filed on August 4, 2014. **By letter dated September 9, 2015, SBRSA withdrew the prior litigation without**

**prejudice as to those claims plead in the Request for a Hearing filed on August 4, 2014.**

**A status conference with the Honorable Lisa James-Beavers, ALJ, Kristen Heinzerling, DAG and her successor, Yin Zhou, DAG, was held on September 9, 2015, wherein the issues relevant to the Final Permit, as well as, NJDEP's proposed schedule for the adoption of rulemaking to resolve some of the outstanding contested issues, was discussed. The DAGs for the NJDEP advised Judge James-Beavers that NJDEP anticipates that the Tiered Use Rule will be adopted by the end of 2016. The next telephone status conference has been scheduled for October 10, 2015.**

#### **IV. New Source performance Standards for Sludge Incinerators Rule Proposal**

On October 14, 2010, USEPA published proposed Standards of Performance for New Stationary Sources and Emission Guidelines for Existing Sources for Sewage Sludge Incinerators. This rule proposal was generated in response to litigation successfully brought by the Sierra Club against USEPA alleging that the USEPA was without statutory authority to exempt sewage sludge incinerators from the definition of solid waste and calling for emission standards thereon. The proposed standards will apply to owners or operators of an incineration unit burning solid waste at wastewater treatment facilities, which includes the SBRSA. Briefly stated, the standards proposed are MACT based limitations, meaning they are derived based upon the Maximum Achievable Control Technology (MACT). For existing units, USEPA looks to the average emission limitation achieved by the best-performing 12 percent units to establish the MACT floor. USEPA has determined that each pollutant standard must be at least as stringent as the MACT floor. Separate standards have been proposed for Multiple Hearth Incinerators and Fluidized Bed Incinerators for the following pollutants: Carbon Monoxide (CO); Nitrogen Oxides (NO<sub>x</sub>); Sulfur Dioxide (SO<sub>2</sub>); Particulate Matter (PM); Hydrogen Chloride (HCl); Cadmium (Cd); Mercury (Hg); Lead (Pb); Dioxins and Dibenzofurans, toxic equivalency (CDD/CDF, TEQ) and Dioxins and Dibenzofurans, total mass balance (CDD/CDF, TMB).

Operator training and qualification requirements are also proposed in this rulemaking.

The attached chart compares SBRSA's existing limitations ("Operating Permit BOP080003") with the Proposed NSPS for Existing Multiple Hearth Incinerators. The chart also includes SBRSA's average stack test results with an indication of whether, based upon past performance, SBRSA would be able to meet the limitations proposed.

Comments were prepared by Chavond-Barry, in conjunction with John Kantorek and our office, and have been submitted to USEPA on behalf of SBRSA in opposition to the standards proposed. Other trade organizations have also indicated that they will oppose these standards, including NJDEP whose comments advance the appropriateness of establishing standards, but not eliminating incineration as a method of disposal, as New

Jersey has determined that it is the most appropriate method of disposing of the residual in this State.

Briefly, SBRSA's comments focused upon the differences between the actual data available for the SBRSA facility (relative to costs and emissions) and conditions and constraints to which SBRSA was subject, and the assumptions that EPA used in proposing the standards. SBRSA sought to demonstrate that by underestimating the emission control costs and overestimating the baseline emissions from existing incinerators, EPA had grossly overstated the benefits of the proposed standards rendering the Rule Proposal far less favorable from an environmental perspective than advanced. SBRSA further pointed to the disincentives and harm that could actually result from the adoption of the Rule Proposal as presently proposed. A complete copy of the comments submitted is attached.

On February 21, 2011, USEPA adopted a final rule that incorporated changes as a result of the efforts of the National Association of Clean Water Agencies (NACWA) to achieve a more appropriate regulatory approach. Specifically, the limitations for mercury were recalculated and less stringent limitations justified, as had been argued by NACWA, and advanced by SBRSA. In response to these new Sewage Sludge Incineration (SSJ) regulations, NACWA has formed a Sewage Sludge Incineration Advocacy Coalition (SSIAC) to continue a challenge the legal basis upon which sewage sludge is defined as a solid waste, as well as to initiate advocacy efforts before Congress to limit the impact of the new regulations.

SBRSA has been invited to participate in these advocacy efforts and continue regulatory reform favorable to SSIs.

On September 9, 2011, the National Association of Clean Water Agencies (NACWA) filed an Emergency Joint Motion for Stay of the SSI Rule, along with the Hatfield Township Municipal Authority, claiming that the Rule was an extreme example of Agency obduracy and regulatory comer-cutting that resulted in imminently harmful results for the communities that rely upon incineration. This action is requested for a number of reasons, including avoiding the immanent irreparable harm that will result as municipalities are asked to make immediate commitments to retrofit their facilities or abandon incineration in favor of landfilling. New York and Virginia are cited as examples of states pressing for such commitments. Once facilities eliminate their incinerator systems, it is unlikely that they will revert back to incineration. Additionally, NACWA is pointing to the environmentally beneficial projects that cannot go forward in the wake of these new regulations, the costs of retrofitting that will not be recovered, as well as, the effect that the new standards will have on the state of the industry and further future ratcheting down of these standards that will occur based upon new sources which are already required to comply.

NACWA challenged the rulemaking alleging that EPA regulated Sewage Sludge incinerators under the wrong section of the Clean Air Act (CAA), and that the EPA used an incomplete data set – including a failure to properly account for sewage sludge

variability – when setting the SSI rule’s emission limits, and thus the rule is technically invalid. Oral Argument was held in this challenge on May 3, 2013.

On August 20th the United States Court of Appeals denied NACWA’s petition for review of EPA’s authority to regulate sewage sludge incinerators under Section 129 but agreed that EPA has not adequately established that its estimations are reasonable and remanded parts of the sewage sludge incinerator rule to EPA for further proceedings. The Appellate Court did not vacate the current standards however. A detailed analysis of the Court’s decision prepared on behalf of NACWA is available for review.

By letter dated November 4, 2013, NACWA advised of its plan for continued advocacy relevant to the sewage sludge incinerator rules. This plan includes both advocacy and implementation assistance and proposes the following: submission of an administrative petition to USEPA asking the Agency to administratively stay the current March 2016 SSI Rule compliance deadline until USEPA’s remand revisions to the rule are complete; continuance of NACWA’s legal challenge to USEPA’s Non-Hazardous Secondary Materials (NHSM) Rule; engaging in discussions with USEPA during the rule remand process; and providing implementation assistance to sewage sludge incinerator advocacy coalition participants to meet existing compliance deadlines. A new funding request relevant to these efforts is included and anticipated to cost \$1,000 to \$2,500 per permitted sewage sludge incinerator unit operated by each utility. This amount is dependent upon the number of participants that commit to this plan.

A letter from NACWA to EPA dated December 17, 2013 requesting a meeting to discuss the next steps regarding the establishment of air emission standards for SSIs based on the U.S. Court of Appeals remanding significant portions of the Agency’s March 11, 2011 SSI emission standards.

On June 3, 2015, the D.C. Circuit Court of Appeals dismissed all challenges to EPA’s Non-Hazardous Secondary Materials (NHSM) Rule. In its decision, the Court found that USEPA’s classification of sewage sludge as RCRA "solid waste" for the purpose of CAA emission standards for incinerators and other combustion units was reasonable and within EPA’s statutory jurisdiction, authority, and limitations. The Court held that neither the CAA nor the plain language of RCRA, nor court precedent, prevents EPA from defining solid waste to exclude certain non-hazardous secondary materials combusted for energy or used as an ingredient for fuel, and that the record reflects "that EPA engaged in reasoned decisionmaking to decide which characterization is appropriate" for different types of non-hazardous materials, and that distinctions drawn by the USEPA are consistent with RCRA and reasonable. The Court held that the exceptions constitute a reasonable interpretation of ambiguous language and strike an appropriate balance between RCRA’s dual goals of “recovery and conservation” and that “[b]ecause EPA “has considered the relevant factors and articulated a rational connection between the facts found and the choice made,” we uphold the rule.” This decision ends NACWA’s legal challenge.

# **STONY BROOK REGIONAL SEWERAGE AUTHORITY**

## **Operations**

To: John Kantorek, Executive Director

From: Jerold W Ireland Sr., Assistant Plant Manager for Robert Kunert, Plant Manager

Subject: Operations Report

Date: September 22, 2015

### **River Road Facility**

The Nitrification Scum Well used to store floatables removed from the Nitrification Clarifiers had become excessively full because of a possible clog. With the assistance of PSOC and their Vacuum Truck the structure was cleaned out within an hour, saving many man hours. Once the structure was emptied we found a one liter sample bottle lodged in the six inch decant line just before the check valve. After removing the bottle and testing the check valve for proper operation the Scum Well was placed back into service.

On September 13, 2015 Center Point Associates began the New Scrubber Piping Modifications and the installation of one new Scrubber Pump, located in the Operations Basement. This required a forty eight hour shut down for the modification to be completed. In order for this project to move forward a series of events needed to take place. Isolating the Final Effluent line entering the Operations Basement required that the Incinerator be burn out and placed in standby; shutting down the Scrubber System; and switching the Filter and Chemical Building to Potable Water to ensure all Filters would operate properly and the Mechanical Seals on all pumps throughout the plant in operation had sufficient water. Once the Scrubber Modifications were completed late afternoon September 15, 2015 the process was placed back into normal operation. The new Scrubber Pump was tested and placed into operation. There were no detrimental effects to the process during this event and a DEP HOTLINE call was placed as well.

On September 16, 2015 as requested by Energy Curtailment Specialists (ECS) we participated in a second scheduled one hour Load Shedding Event. Even though we did well in the first event, several participants in the Load Shedding Program did not. This caused the need for a second Load Shedding Test.

The RTO was taken offline on September 20, 2015 to cool down for its annual inspection of all operating systems and an internal inspection of the ceramic blocks. This will be conducted on September 22 2015. During that time we will be incinerating with the Afterburners so there will be no loss of revenue. The results of the inspection will be reported in October's meeting.

### **Upstream Facilities**

Both Upstream Facility's operated well during this reporting period.

## Odors

The staff received zero **Odor Complaints** from our surrounding area during the month of August. We received three odor complaints during the partial September 2015 reporting period. The full September number will be reported in October 2015. The odor complaints appear on the graph showing the number of odor complaints received each year from January 1997 through present day September 2015.

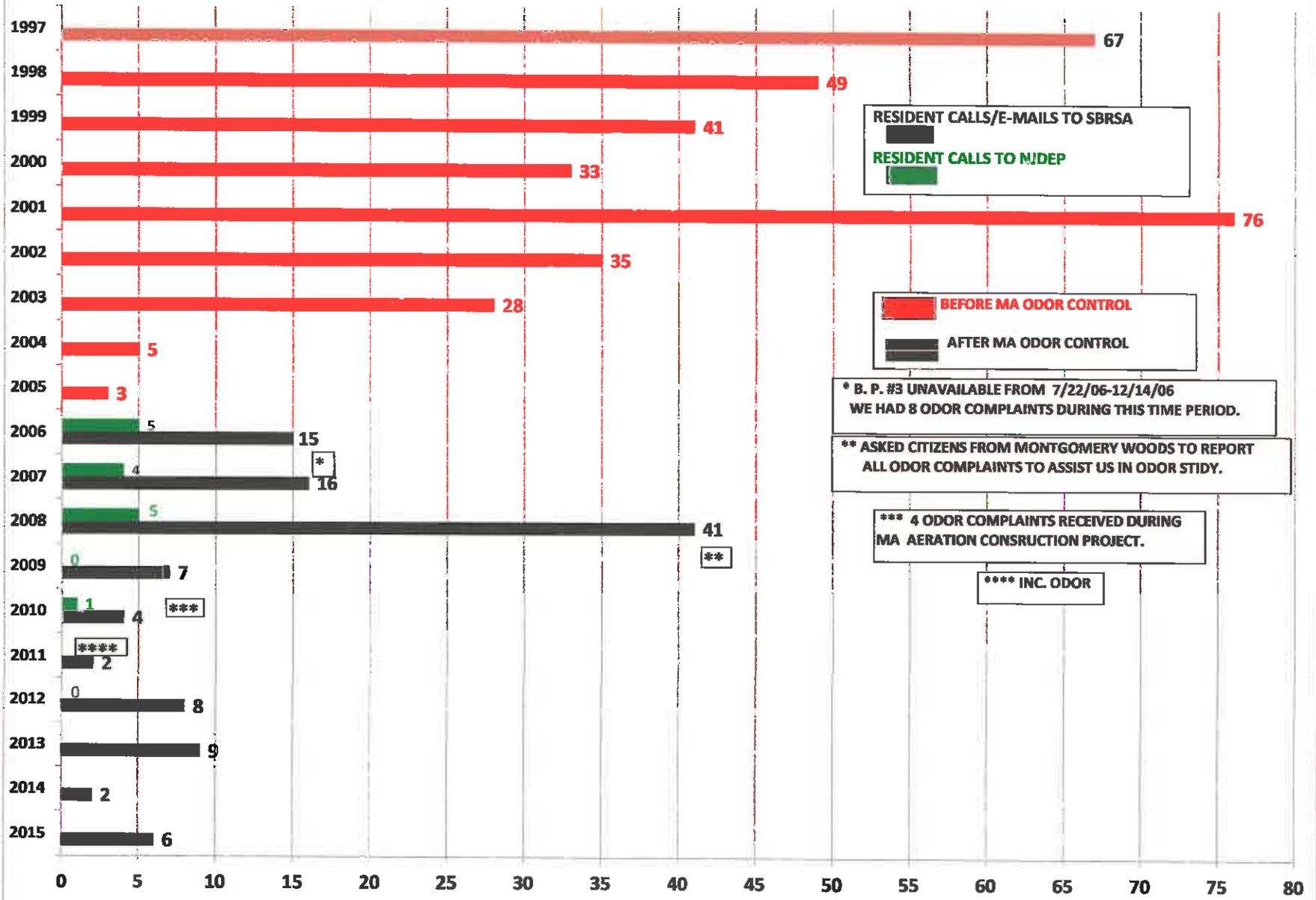
Weekly testing of the air coming off the bio-filters shows that the H2S concentrations continue to remain at zero ppm. This test was performed using our PHD Tri-tector.

## Customer Sludge and Gray Water for July 2015

	<u>Budget Amount</u>	<u>Amount Received</u>	<u>Difference</u>
Liquid sludge	1,166,667 Gallons	1,089,900 Gallons	- 6.6 %
Sludge cake	2,330 Cubic Yard	2,120 Cubic Yards	- 9.0 %
Septage	0 Gallons	0 Gallons	0
Gray Water	91,083 Gallons	74,000 Gallons	- 19 %

Historic Sludge and Gray Water processing by month and year appear in Table - 1 which is included.

### TOTAL YEARLY CITIZENS ODOR REPORTS 1996-2015



RESIDENT CALLS/E-MAILS TO SBRSA  
 RESIDENT CALLS TO NIDEP

BEFORE MA ODOR CONTROL  
 AFTER MA ODOR CONTROL

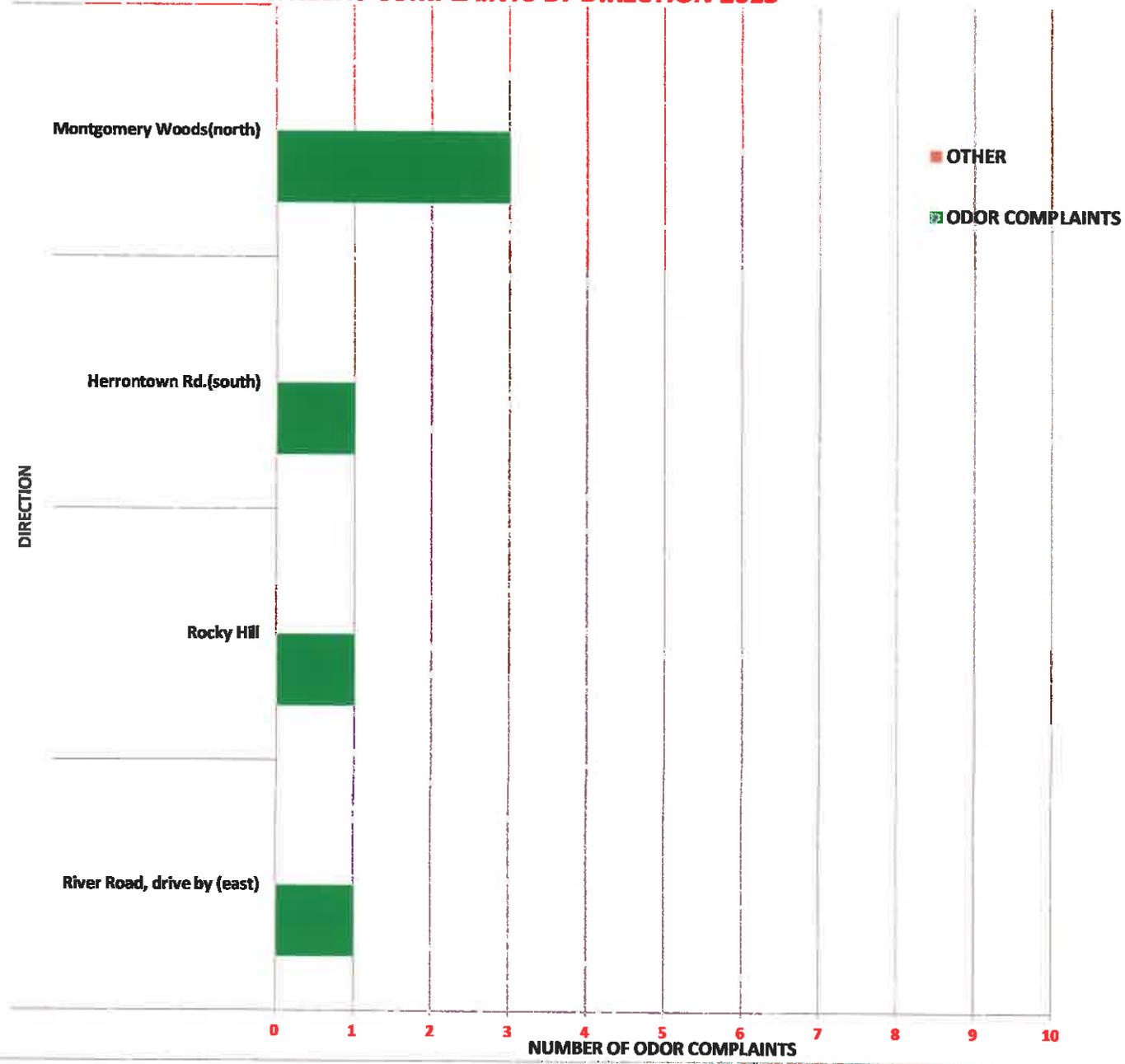
\* B. P. #3 UNAVAILABLE FROM 7/22/06-12/14/06  
 WE HAD 8 ODOR COMPLAINTS DURING THIS TIME PERIOD.

\*\* ASKED CITIZENS FROM MONTGOMERY WOODS TO REPORT  
 ALL ODOR COMPLAINTS TO ASSIST US IN ODOR STUDY.

\*\*\* 4 ODOR COMPLAINTS RECEIVED DURING  
 MA AERATION CONSTRUCTION PROJECT.

\*\*\*\* INC. ODOR

### CITIZENS COMPLAINTS BY DIRECTION 2015



ODOR COMPLAINTS 1996/1997/98							
	DATE	TIME	NAME	ADDRESS	PHONE	WEATHER CONDITIONS WIND DIR, SPEED, REL HUMIDITY,TEMP,	DEP CASE # & OPERATOR #.
	yr-2015						
1	1/9/2015	1530	Barbra Rhodes	2 Brook Line Court	609-937-1700	N/A	N/A
2	2/3/2015	2100	YORK ???	109 Washington Street, Rocky Hill	609-937-9370	168 , 0 ,na , 15 deg	#150203220108 , Op#64
3	2/3/2015	2155	Patricia Sanson	90 Cresent Street, Rocky Hill	609-497-4849	168 , 0 , na , 15 deg	#150203220536 , Op#64
4	7/16/2015	2136	Maryella Hanna	Montgomery Woods	609-921-2122	N/A	#150717093322 , Op#16
5	9/4/2015	0120	Barbra Rhodes	2 Brook Line Court	609-937-1700	N/A	#150904135951
6	9/18/2015	1300	Shelly Yedlin	10 Beach Hill circle	609-577-7866	NA	#150822074410 , Op#44

142  
COPY

CONFIRMATION OF REPORTED EVENTS

DEP Hotline: 1-877-WARNDEP

DATE: 9/4/15

TIME: 01350

Location: **River Road Plant**  
**290 River Road**  
**Princeton Township 08540**  
Mercer County  
Discharge to **Millstone River**

NJPDES No. NJ0031119  
Title V PIN 61036

INSTRUCTIONS TO OPERATOR FOR FILLING OUT THIS FORM:

- A. In an emergency situation, be sure situation is under control before reporting to Hotline. If you cannot bring situation under control, then:
  1. Call Robert Kunert, 924-8881, Ext. 212.
  2. Call Hotline 1-877-WARNDEP and use this form to record information.
- B. If responses to some of the questions on this form are not known when you call, fill in "unknown", and enter information in log book when it becomes available.

Nature of Event

1. Description of discharge

- Discharge of non-chlorinated effluent to stream
- Discharge of chlorine residual effluent to stream
- Laboratory results in exceedance of permitted values for the following parameters \_\_\_\_\_

- Potential air permit violation for the following parameters \_\_\_\_\_
- Potential off-site odors odor Complaint.
- Other \_\_\_\_\_

2. Event Duration

From: (hour) 0120 (date) 9/4/15 To: (hour) 0220 (date) 9/4/15, or

- Anticipated correction: (hour) \_\_\_\_\_ (date) \_\_\_\_\_, or
- Event still in progress, termination unknown

3. Quantity/Quality of Discharge:

a. Quantity

- For laboratory reported exceedances, the quantity of effluent discharged with characteristics possibly out-side of the permitted range cannot be determined until compliant results are received.
- Other: \_\_\_\_\_, approximate amount: \_\_\_\_\_

b. Quality

Laboratory test results:

Parameter	Result	Permit Limit
_____	_____	_____

c. Potential Quality Problems

- An equipment malfunction has occurred which has the potential for causing permit excursions

4. Equipment of materials involved \_\_\_\_\_ ; \_\_\_\_\_

Incinerator # \_\_\_\_\_ (if applicable)

5. Cause of event (Procedures involved)

High rainfall

Process leak

Other: \_\_\_\_\_

Unknown: Steps being taken to determine cause: \_\_\_\_\_

6. Steps being taken to eliminate discharge and prevent recurrence:

Not yet determined

Flow recycled to plant

Other: \_\_\_\_\_

Reporting Data

1. For all incidents call DEP Hotline:

Operator # \_\_\_\_\_

Case # 15-09-04-1359-51

2. For unusual or emergency situations, only.

Called Princeton Regional Health Commission (609) 497-7608

Called Princeton Township Police (609) 921-2100

Called NJ American Water (732) 271-3572

Called EJIF Environmental Emergency Hotline (800) 289-6681

Called Federal National Response Center (800) 424-8802

Other persons called: \_\_\_\_\_

Reportable Under: (To be filled out by Regulatory Officer)

NJPDES permit conditions

Air permit conditions

Estimate of threat to human health or the environment caused by the discharge:

Minimal Threat

\_\_\_\_\_

Reported by: Tremayne Funchers

Lead Operator, (please print name)

Personnel Involved in Event \_\_\_\_\_

Submitted by: [Signature]

Robert Kunert, Plant Manager

Jerry Ireland Assistant Plant Manager

Copy: Antonia Pchola, Manager of Engineering

*Rhodes*  
*Barbra Rose*  
*Mrs Rose*  
*2 Brookline Court*

## CONFIRMATION OF REPORTED EVENTS

DEP Hotline: 1-877-WARNDEP

DATE:

9/22/15

TIME:

0730

Location: **River Road Plant**  
**290 River Road**  
**Princeton Township 08540**  
 Mercer County  
 Discharge to **Millstone River**

NJPDES No. NJ0031119  
 Title V PIN 61036

### INSTRUCTIONS TO OPERATOR FOR FILLING OUT THIS FORM:

- A. In an emergency situation, be sure situation is under control before reporting to Hotline. If you cannot bring situation under control, then:
1. Call Robert Kunert, 924-8881, Ext. 212.
  2. Call Hotline 1-877-WARNDEP and use this form to record information.
- B. If responses to some of the questions on this form are not known when you call, fill in "unknown", and enter information in log book when it becomes available.

### Nature of Event

1. Description of discharge

- Discharge of non-chlorinated effluent to stream  
 Discharge of chlorine residual effluent to stream  
 Laboratory results in exceedance of permitted values for the following parameters
- 

Potential air permit violation for the following parameters \_\_\_\_\_

Potential off-site odors

Other odor complaint

2. Event Duration

From: (hour) 0100 (date) 9/19/15 To: (hour) 0700 (date) 9/19/15 or

Anticipated correction: (hour) \_\_\_\_\_ (date) \_\_\_\_\_, or

Event still in progress, termination unknown

3. Quantity/Quality of Discharge:

a. Quantity

For laboratory reported exceedances, the quantity of effluent discharged with characteristics possibly out-side of the permitted range cannot be determined until compliant results are received.

Other: \_\_\_\_\_, approximate amount: \_\_\_\_\_

b. Quality

Laboratory test results:      **Parameter**      **Result**      **Permit Limit**

c. Potential Quality Problems

An equipment malfunction has occurred which has the potential for causing permit excursions

4. Equipment of materials involved \_\_\_\_\_:

Incinerator # \_\_\_\_\_ (if applicable)

5. Cause of event (Procedures involved)

High rainfall

Process leak

Other: \_\_\_\_\_

Unknown: Steps being taken to determine cause: \_\_\_\_\_

6. Steps being taken to eliminate discharge and prevent recurrence:

Not yet determined

Flow recycled to plant

Other: \_\_\_\_\_

#### Reporting Data

1. For all incidents call DEP Hotline:

Operator # 44

Case # 15-09-22-0744-10

2. For unusual or emergency situations, **only**.

Called Princeton Regional Health Commission (609) 497-7608)

Called Princeton Township Police (609) 921-2100)

Called NJ American Water (732) 271-3572

Called EJIF Environmental Emergency Hotline (800) 289-6681

Called Federal National Response Center (800) 424-8802

Other persons called: \_\_\_\_\_

Reportable Under: (To be filled out by Regulatory Officer)

NJPDES permit conditions

Air permit conditions

Estimate of threat to human health or the environment caused by the discharge:

Minimal Threat

\_\_\_\_\_

Reported by: Tremayne Funchers

Lead Operator, (please print name)

Personnel Involved in Event \_\_\_\_\_

Submitted by: \_\_\_\_\_

Robert Kunert, Plant Manager

Jerry Ireland Assistant Plant Manager

Copy: Antonia Pchola, Manager of Engineering



# STONY BROOK REGIONAL SEWERAGE AUTHORITY

146

290 River Road, Princeton, New Jersey 08540

609 924-8881 - Fax 924-2857

## ODOR REPORT FORM

Complainant Name: Shelly Yedlin Date: 9/10/15 Time: 1300hrs

Address: 10 Beech Hill circle

Phone #: 577-7866 Call Back: Yes  No

Does Complainant wish to meet at the area to be investigated? Yes  No

Wind Direction: N/A Wind Speed: N/A mph Temperature N/A Humidity: N/A °F

General Weather Conditions: N/A

Do you smell the odor Now? Yes  No

(If No) Date and Time when you last smelled the Odor: 9/10/15 0100 @ am/pm

How strong was the odor when you first smelled it (1-5)?

1. Very Faint  2. Faint  3. Moderate, Easily Noticeable  4. Strong  5. Very Strong

How Strong is the odor Now?

0. None  1. Very Faint  2. Faint  3. Moderate  4. Strong  5. Very Strong

What does the order smell like? Rotten Eggs  Fishy  Ammonia

Burnt  Sweet  Rotten Cabbage  Garbage  Sulfur

Chlorine  Pesticide  Manure

Other \_\_\_\_\_

INVESTIGATION: VX-456

Sludge Pumps \_\_\_\_\_ Process Drain Pit \_\_\_\_\_ Thickeners \_\_\_\_\_

RESULTS OF INVESTIGATION: \_\_\_\_\_

If Complainant is present (At the time of Investigation) and if appropriate ask them what the Odor Characteristics are at this time. \_\_\_\_\_

Steps taken to control Odors (If Present): \_\_\_\_\_

Investigation Performed: \_\_\_\_\_ Call Received By: T. Funchers

Supervisor Notified: R. Kurnert Lead Operator: T. Funchers

Additional Comments: \_\_\_\_\_



# STONY BROOK REGIONAL SEWERAGE AUTHORITY

290 River Road, Princeton, New Jersey 08540

609 924-8881 - Fax 924-2857

## ODOR REPORT FORM

Complainant Name: Mary Lou Hannon Date: 9-18-15 Time: 0110

Address: Not given

Phone #: Not given Call Back: Yes  No

Does Complainant wish to meet at the area to be investigated? Yes  No

Wind Direction: \_\_\_\_\_ Wind Speed: \_\_\_\_\_ mph Temperature \_\_\_\_\_ Humidity: \_\_\_\_\_ °F

General Weather Conditions: Clean

Do you smell the odor Now? Yes  No

(If No) Date and Time when you last smelled the Odor: \_\_\_\_\_ am/pm

How strong was the odor when you first smelled it (1-5)?

1 Very Faint 2 Faint 3 Moderate, Easily Noticeable 4 Strong 5 Very Strong

How Strong is the odor Now?

0 None 1 Very Faint 2 Faint 3 Moderate 4 Strong 5 Very Strong

What does the order smell like? Rotten Eggs \_\_\_\_\_ Fishy \_\_\_\_\_ Ammonia \_\_\_\_\_

Burnt \_\_\_\_\_ Sweet \_\_\_\_\_ Rotten Cabbage \_\_\_\_\_ Garbage \_\_\_\_\_ Sulfur \_\_\_\_\_

Chlorine \_\_\_\_\_ Pesticide \_\_\_\_\_ Manure \_\_\_\_\_

Other \_\_\_\_\_

INVESTIGATION: VX-456

Sludge Pumps ON Process Drain Pit \_\_\_\_\_ Thickeners DK

RESULTS OF INVESTIGATION: None

If Complainant is present (At the time of Investigation) and if appropriate ask them what the Odor Characteristics are at this time. no

Steps taken to control Odors (If Present): None

Investigation Performed: None Call Received By: Joe Ireland

Supervisor Notified: \_\_\_\_\_ Lead Operator: Roberto Cocca

Additional Comments: \_\_\_\_\_

**Outside Sludge (gallons)**

Month	2010	2011	2012	2013	2014	2015	Budget Vol. 2015
Dec	1,319,800	1,289,178	1,005,250	2,278,650	1,201,050	1,333,350	1,166,667
Jan	1,216,050	1,380,504	1,061,550	1,199,050	1,353,100	1,191,700	1,166,667
Feb	1,439,900	1,243,200	1,000,650	1,256,100	1,339,100	1,827,850	1,166,667
Mar	1,577,100	1,707,000	1,085,300	1,241,200	1,359,200	1,324,700	1,166,667
Apr	1,352,800	1,285,500	1,135,350	1,185,600	1,294,700	1,435,300	1,166,667
May	1,191,632	1,256,700	1,284,000	1,486,900	1,280,500	1,324,900	1,166,667
Jun	1,327,700	1,231,200	1,186,050	1,116,150	1,292,500	1,300,000	1,166,667
Jul	1,378,902	1,221,400	1,100,150	1,307,500	1,461,200	1,253,950	1,166,667
Aug	1,251,128	1,203,800	1,342,100	1,227,950	1,303,500	1,089,900	1,166,667
Sep	1,147,236	1,133,750	1,074,100	1,140,000	1,215,250		
Oct	1,078,816	1,003,950	1,181,500	1,140,250	1,640,550		
Nov	912,668	1,072,350	2,330,600	1,071,000	1,145,650		
Eight Month Total	10,803,884	10,614,682	8,858,300	11,071,150	10,581,350	12,081,650	10,500,003
Annual Total	15,193,732	15,028,532	14,786,600	15,650,350	15,886,300		

**Outside Sludge (cu. yds.)**

Month	2010	2011	2012	2013	2014	2015	Budget Vol. 2015
Dec	2,967	3,093	2,758	3,344	3,350	4,069	2,330
Jan	2,934	3,169	3,430	3,766	3,812	3,958	2,330
Feb	2,624	2,836	2,403	3,298	3,098	3,018	2,330
Mar	3,022	2,736	2,681	4,115	3,120	3,334	2,330
Apr	3,343	2,418	2,265	3,783	3,350	3,436	2,330
May	3,235	2,436	2,539	3,706	3,381	2,599	2,330
Jun	2,543	2,446	2,302	3,197	3,681	2,554	2,330
Jul	2,568	2,206	2,167	3,500	2,232	2,375	2,330
Aug	2,552	2,084	1,943	3,393	2,841	2,120	2,330
Sep	2,642	2,186	1,736	3,093	3,668		
Oct	2,574	1,960	1,796	3,539	2,824		
Nov	2,743	2,200	2,403	2,992	3,027		
Eight Month Total	23,236	21,340	20,545	28,709	26,024	27,463	20,970
Annual Total	33,747	29,770	28,423	41,726	38,384		

**Septage (gallons)**

Month	2010	2011	2012	2013	2014	2015	Budget Vol. 2015
Dec	0	0	0	0	0	0	0
Jan	0	0	0	0	0	0	0
Feb	0	0	0	0	0	0	0
Mar	0	0	0	0	0	0	0
Apr	0	0	0	0	0	0	0
May	0	0	0	0	0	0	0
Jun	0	0	0	0	0	0	0
Jul	0	0	0	0	0	0	0
Aug	0	0	0	0	0	0	0
Sep	0	0	0	0	0	0	0
Oct	0	0	0	0	0	0	0
Nov	0	0	0	0	0	0	0
Eight Month Total	0	0	0	0	0	0	0
Annual Total	0	0	0	0	0	0	0

**Gray Water ( gallons )**

Month	2010	2011	2012	2013	2014	2015	Budget Vol. 2015
Dec	140,300	26,000	12,000	66,500	43,000	49,000	91,083
Jan	44,100	27,000	39,000	44,000	60,000	30,000	91,083
Feb	50,500	49,000	48,000	24,000	39,000	28,000	91,083
Mar	131,033	120,300	12,000	28,000	60,000	40,000	91,083
Apr	247,100	121,300	69,000	50,000	64,000	50,000	91,083
May	107,400	125,800	101,500	46,000	48,000	92,000	91,083
Jun	192,600	68,500	44,000	48,500	71,000	81,000	91,083
Jul	99,300	65,500	42,000	59,000	28,000	51,500	91,083
Aug	61,000	83,200	54,000	66,000	28,000	74,000	91,083
Sep	23,000	47,600	64,000	33,000	48,000		
Oct	40,000	29,000	63,000	60,000	45,000		
Nov	35,000	20,000	44,200	42,000	16,000		
Eight Month Total	1,012,333	603,400	367,500	366,000	413,000	495,500	819,747
Annual Total	1,171,333	783,200	592,700	567,000	550,000		

DATE	STATUS	REMARK	HOURUP	HOURLDOWN	HOURAVAL
19-Aug-15	ON	TOTAL TONS=105 WITH AVG. OF 5.2TONS/HR WITH RTO;STARTED FEED@0230hrs;	21.5	2.5	24
20-Aug-15	ON	TOTAL TONS=61 WITH AVG. OF 5.3TONS/HR WITH RTO;STOPPED FEED@0330hrs DUE TO LOW INVENTORY;STARTED FEED@1630hrs;	11	13	24
21-Aug-15	ON	TOTAL TONS=117 WITH AVG. OF 5.4TONS/HR WITH RTO;FEED WAS STOPPED@0100hrs DDUE TO POWER OUTAGE;STARTED FEED@0330hrs;	21.5	2.5	24
22-Aug-15	ON	TOTAL TONS=120 WITH AVG. OF 5.0TONS/HR WITH RTO;	24	0	24
23-Aug-15	ON	TOTAL TONS=124 WITH AVG. OF 5.2TONS/HR WITH RTO;	24	0	24
24-Aug-15	ON	TOTAL TONS=48 WITH AVG. OF 4.8TONS/HR WITH RTO;FEED WAS STOPPED@0130hrs. DUE TO LOW INVENTORY;STARTED FEED@1630hrs.;	9	15	24
25-Aug-15	ON	TOTAL TONS=134 WITH AVG. OF 5.6TONS/HR WITH RTO;	24	0	24
26-Aug-15	ON	TOTAL TONS=128 WITH AVG. OF 5.3TONS/HR WITH RTO;	24	0	24
27-Aug-15	ON	TOTAL TONS=106 WITH AVG. OF 5.3TONS/HR WITH RTO;STOPPED FEED@1230hrs SO MAINT. COULD ADJUST THE CSD PIN;STARTED FEED@1630hrs;	20	4	24
28-Aug-15	ON	TOTAL TONS=143 WITH AVG. OF 5.9TONS/HR WITH RTO;	24	0	24
29-Aug-15	ON	TOTAL TONS=62 WITH AVG. OF 5.2TONS/HR WITH RTO;STOPPED FEED@1030hrs DUE TO LOW INVENTORY;	10.5	13.5	24
30-Aug-15	ON	LOW INVENTORY BURN IDLE;	0	24	24
31-Aug-15	ON	TOTAL TONS=98 WITH AVG. OF 4.8TONS/HR WITH RTO;FEED WAS STARTED@0200hrs;	22	2	24
1-Sep-15	ON	TOTAL TONS=70 WITH AVG. OF 4.7TONS/HR WITH RTO;STOPPED FEED@0530hrs DUE TO LOW INVENTORY;STARTED FEED@1630hrs;	13	11	24
2-Sep-15	ON	TOTAL TONS=141 WITH AVG. OF 5.9TONS/HR WITH RTO;	24	0	24

DATE	STATUS	REMARK	HOURUP	HOURDOWN	HOURAVAL
3-Sep-15	ON	TOTAL TONS=74 WITH AVG. OF 6.4TONS/HR WITH RTO;FEED WAS STOPPED@0100hrs DUE TO SLAG BUILD-UP ON HEARTHS #3 & #4; OPENED BY-PASS DAMPER@0156hrs FOR SLAG REMOVAL;CLOSED BY-PASS DAMPER@0320hrs;STARTED FEED@0530hrs;STOPPED FEED@1030hrs DUE TO HIGH CO READINGS;STARTED FEED@1830hrs;	11.5	12.5	24
4-Sep-15	ON	TOTAL TOTAL TONS=106 WITH AVG. OF 5.7TONS/HR WITH RTO;FEED WAS STOPPED@1100hrs DUE TO CSD PIN SHEARED;STARTED FEED@1630hrs;	18.5	5.5	24
5-Sep-15	ON	TOTAL TONS=55 WITH AVG. OF 5.5TONS/HR WITH RTO;STOPPED FEED@0600hrs DUE TO LOW INVENTORY;STARTED FEED@2000hrs;	10	14	24
6-Sep-15	ON	TOTAL TONS=124 WITH AVG. OF 5.2TONS/HR WITH RTO;	24	0	24
7-Sep-15	ON	TOTAL TONS=132 WITH AVG. OF 5.5TONS/HR WITH RTO;	24	0	24
8-Sep-15	ON	TOTAL TONS=43 WITH AVG. OF 5.4TONS/HR WITH RTO;FEED STOPPED@0330hrs. DUE TO LOW INVENTORY;STARTED FEED@1930hrs;	8	16	24
9-Sep-15	ON	TOTAL TONS=116 WITH AVG. 5.6TONS/HR WITH RTO;LOST FEED@1900hrs. DUE TO POWER BLIP;	20.5	3.5	24
10-Sep-15	ON	TOTAL TONS=96 WITH AVG. OF 5.6TONS/HR WIT RTO;STARTED FEED@0230hrs.;FEED STOPPED@0730hrs DUE TO CSD PIN SHEARED;STARTED FEED@1030hrs.;	17	7	24
11-Sep-15	ON	TOTAL TONS=115 WITH AVG. OF 5.7TONS/HR WITH RTO;FEED STOPPED@0900hrs. DUE TO SCRUBBER SYSTEM MALFUNCTION;STARTED FEED@1200hrs.;	20	4	24

DATE	STATUS	REMARK	HOURUP	HOURDOWN	HOURAVAL
12-Sep-15	ON	TOTAL TONS=118 WITH AVG. OF 5.9TONS/HR WITH RTO;STOPPED FEED@1830hrs. STORAGE BIN EMPTY & WILL REMAIN DOWN SO WORK COULD BE DONE ON NEW SCRUBBER SYSTEM INSTALLATION;	20	4	24
13-Sep-15	ON	INC.IDLE & RTO SHUT DOWN FOR NEW SCRUBBER SYSTEM INSTALLATION;	0	24	24
14-Sep-15	ON	INC.IDLE & RTO SHUT DOWN FOR NEW SCRUBBER SYSTEM INSTALLATION;	0	24	24
15-Sep-15	ON	INC.IDLE & RTO SHUT DOWN FOR NEW SCRUBBER SYSTEM INSTALLATION;STARTED INC. EQUIPMENT & STARTED WARMING UP;STARTED UP RTO;	0	24	24
16-Sep-15	ON	TOTAL TONS=71 WITH AVG. OF 5.1TONS/HR WITH RTO;FEED WAS STARTED@0230hrs.;STOPPED FEED@1000hrs SO WE COULD PERFORM LOAD SHEDDING PORCEDURE FOR PSE&G (APPROX. 1150hrs. TO 1210hrs.);STARTED FEED@1730hrs;	14	10	24
17-Sep-15	ON	TOTAL TONS=95 WITH AVG. OF 5.7TONS/HR WITH RTO;FEED WAS STOPPED@0500hrs. DUE TO HIGH CO READINGS;STARTED FEED@1230hrs;	16.5	7.5	24
18-Sep-15	ON	TOTAL TONS=143 WITH AVG. OF 5.9TONS/HR WITH RTO;	24	0	24
19-Sep-15	ON	TOTAL TONS=150 WITH AQVG. OF 6.2TONS/HR WITH RTO;	24	0	24
20-Sep-15	ON	TOTAL TONS=136 WITH AVG. OF 6.0TONS/HR WITH RTO; FEED WAS STOPPED@2100hrs WITH STORAGE BIN LOW AND RTO TO BE TAKEN OFF-LINE FOR ANNUAL INSPECTION;	22.5	1.5	24
21-Sep-15	ON	TOTAL TONS=38 WITH AVG. OF 5.1TONS/HR;STARTED FEED@1630hrs WITH AFTERBURNERS;	7.5	16.5	24

DATE	STATUS	REMARK	HOURUP	HOURDOWN	HOURAVAL
19-Aug-15	OFF	OFF	0	24	24
20-Aug-15	OFF	OFF	0	24	24
21-Aug-15	OFF	OFF	0	24	24
22-Aug-15	OFF	OFF	0	24	24
23-Aug-15	OFF	OFF	0	24	24
24-Aug-15	OFF	OFF	0	24	24
25-Aug-15	OFF	OFF	0	24	24
26-Aug-15	OFF	OFF	0	24	24
27-Aug-15	OFF	OFF	0	24	24
28-Aug-15	OFF	OFF	0	24	24
29-Aug-15	OFF	OFF	0	24	24
30-Aug-15	OFF	OFF	0	24	24
31-Aug-15	OFF	OFF	0	24	24
1-Sep-15	OFF	OFF	0	24	24
2-Sep-15	OFF	OFF	0	24	24
3-Sep-15	OFF	OFF	0	24	24
4-Sep-15	OFF	OFF	0	24	24
5-Sep-15	OFF	OFF	0	24	24
6-Sep-15	OFF	OFF	0	24	24
7-Sep-15	OFF	OFF	0	24	24
8-Sep-15	OFF	OFF	0	24	24
9-Sep-15	OFF	OFF	0	24	24
10-Sep-15	OFF	OFF	0	24	24
11-Sep-15	OFF	OFF	0	24	24
12-Sep-15	OFF	OFF	0	24	24
13-Sep-15	OFF	OFF	0	24	24
14-Sep-15	OFF	OFF	0	24	24
15-Sep-15	OFF	OFF	0	24	24
16-Sep-15	OFF	OFF	0	24	24
17-Sep-15	OFF	OFF	0	24	24
18-Sep-15	OFF	OFF	0	24	24
19-Sep-15	OFF	OFF	0	24	24
20-Sep-15	OFF	OFF	0	24	24
21-Sep-15	OFF	OFF	0	24	24

# **STONY BROOK REGIONAL SEWERAGE AUTHORITY**

## **Maintenance**

*TO:* John Kantorek, Executive Director  
*FROM:* J. W. Ireland Sr., Assistant Plant Manager  
*DATE:* September 22, 2015  
*SUBJECT:* Maintenance Report

On August 21, 2015 during Routine Preventative Maintenance Inspections South Brunswick Pump Station Pump 3 was found to be leaking. The Mechanical Seal was removed and repaired using a seal repair kit. Once installed the pump was tested and placed back into service.

The Motor used to open and close the Septage Building Garage Door was no longer operational. On August 31, 2015 it was replaced with a new upgraded heavy duty motor to improve performance and durability.

The Sampler used to collect Influent Samples at the Head Works Building located at the River Road Facility needed a new refrigeration unit. The unit was ordered and on September 8, 2015 it was installed.

On September 9, 2015 we replaced the existing Check Valves on Modified Aeration Scum Pumps 1 & 2, with two new six inch weight and lever Check Valves. Using this type of Check Valve, will help give the Operators a better indication on the amount of flow or if a potential clog maybe forming.

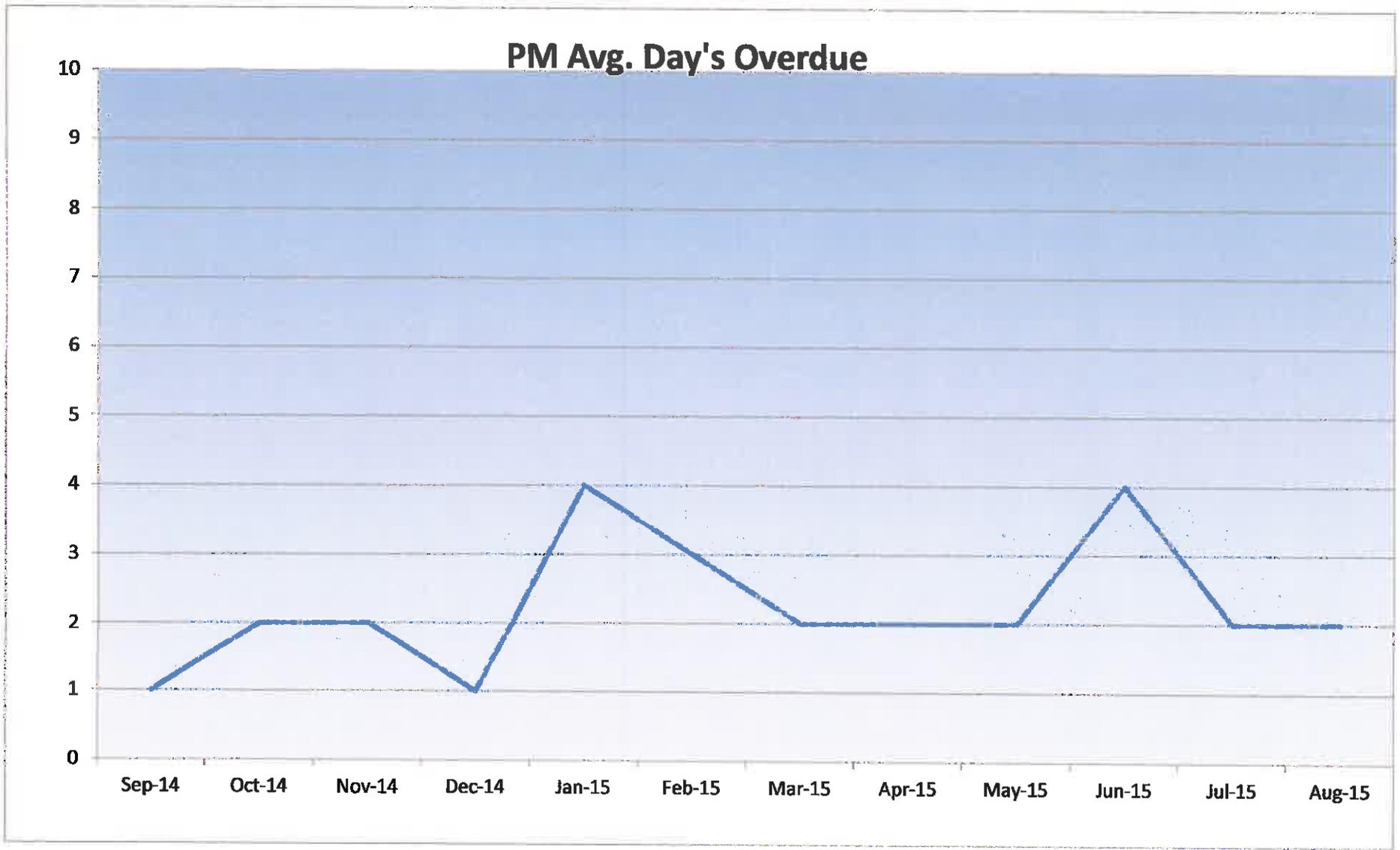
Attached to this report are several graphs that monitor our monthly progress. The current monthly open work requests stands at eight. On the Preventive Maintenance graphs we currently are averaging two days overdue and the number of overdue units is thirty three approximately.

# Daily Open Work Request for each Department



**Monthly Open Work Requests**

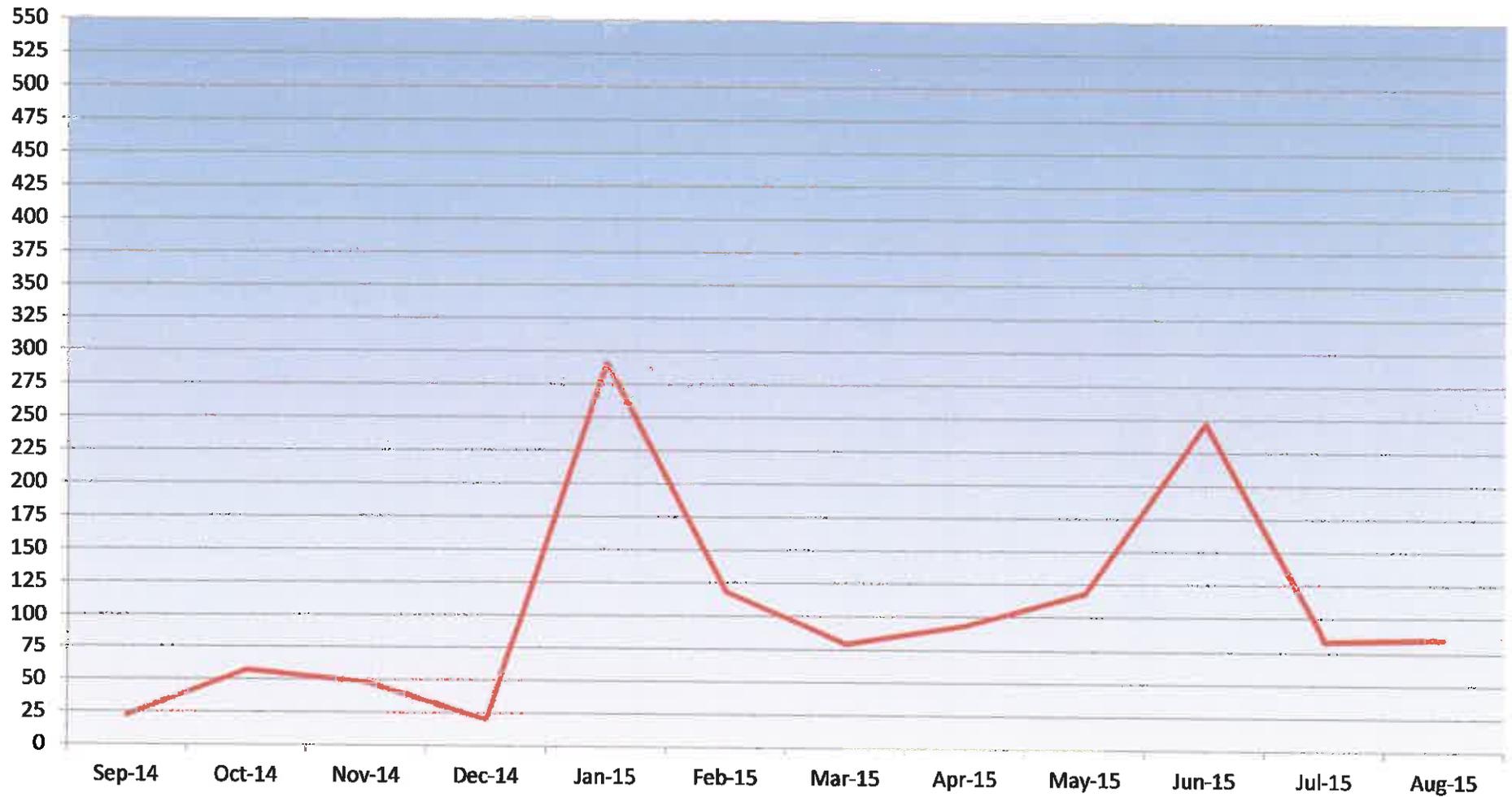




### PM Avg. Overdue Units



## Avg. PM Factor



PM Factor = PM Avg. Units Overdue x PM Avg. Day's Overdue

# **STONY BROOK REGIONAL SEWERAGE AUTHORITY**

## **Construction**

# **STONY BROOK REGIONAL SEWERAGE AUTHORITY**

*HOPEWELL BOROUGH • HOPEWELL TOWNSHIP • PENNINGTON BOROUGH  
PRINCETON • SOUTH BRUNSWICK TOWNSHIP • WEST WINDSOR TOWNSHIP*

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**NOTE: Please phone sandwich  
order in to Pat Carlino, ext. 205**

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## **MEMORANDUM**

TO: Gale D. Downey, Chairman  
Harry Compton  
David A. Goldfarb

FROM: Antonia Pchola, Assistant Executive Director

DATE: September 24, 2015

SUBJECT: September 2015 Construction Committee Meeting

The following agenda is proposed for the Construction Committee meeting to be held at **6:30 PM** on September 28, 2015.

### **Engineer's Report**

#### Studies/General

- Upstream Facilities Process Evaluation/Planning Study
- 2015 Annual Inspection
- Odor Sampling Evaluation
- KEMS Annual Advice
- Information Technology Management Services

*Action Item: Resolution 2015-51 Amendment No. 1 to KEMS 2015 Advice*

#### Design

- Schwing Pump Replacement Project

#### Construction

- Contact 10-1 Headworks Project
- Contract 14-1 SBRSA Emergency Generator Project
- Contract 14-6 Wireless Fire Alarm Communication
- Contract 15-1 Scrubber Procurement
- Contract 15-2 Scrubber Installation
- Contract 15-3 Ash Handling System Improvements

#### Small Capital Project Status

- Instrument Air Compressor Replacement
- MA Effluent Channel Mixers
- Pavement Replacement

#### Process Control/SCADA

- Plant Influent Flow Meter
- Carbon Monoxide Analyzer Replacement
- Information Technology

c: Diane Alexander, Esq., J. Kantorek, C. Bixby, D. Coleman, R. Hess, J. Ireland,  
P. Irizarry, R. Kunert, S. Neuhof, M. Rahimi, S. Roga

## CONSTRUCTION REPORT September 2015

### Studies/General:

**Upstream Facilities Process Evaluation/Planning Study:** Kleinfelder continues to work on the evaluation/planning study.

**2015 Annual Inspection:** On August 18, 2015 Kleinfelder submitted the 2015 Annual Inspection Report. The report is currently under staff review.

**Odor Sampling/Evaluation:** The odor sampling results were submitted to SBRSA on September 25, 2015 (see attached). We should note that on August 17, 2015 at the sludge cake receiving carbon unit no deliveries were being taken at the time of the sampling.

Included is a summary of the results over the past several years.

**KEMS 2015 Annual Advice:** On July 2, 2015 KEMS submitted the required protocol to NJDEP for the compliance testing for the incinerators under all operating scenarios with the new scrubbers.

Recently KEMS had discussions with NJDEP who indicated that review of the incinerator testing protocol has not yet been completed and therefore they will not be available to witness the stack test until sometime in December 2015 at the earliest. KEMS requested that SBRSA be given consideration as soon as possible since we are in the process of completing the installation of our first replacement scrubber.

During the preparation of the KEMS 2015 advice proposal, staff requested that KEMS not include an estimate for the incinerator compliance testing. On June 30, 2015 KEMS received a proposal for the compliance testing from Montrose (formally Avogadro) in the amount of \$184,000 excluding cost option adders of \$14,400 (adders are contingent upon NJDEPs review of the protocol, methane results if THC are greater than 5 ppm, and the ash garage status).

KEMS has submitted a proposal (see attached letter dated September 23, 2015) for Amendment No 1 in the amount of \$18,400 for the compliance testing project initiation with Montrose. KEMS will contract directly with Montrose with a pass through cost to SBRSA without a markup (we have done this in the past with CBE). It is expected that the physical component of the compliance test will be conducted in Fiscal Year 2016.

Staff recommends approval of Resolution 2015-51 in the amount of \$18,400 for Montrose to start the initiation of the incinerator compliance testing.

**Action Item:** *Resolution 2015-51 No Political Contributions Allowed Contract Amendment No. 1 to KEMS 2015 Advice Contract*

**Information Technology Management Services:** EMA's IT Manager Mr. Bob Reilly continues to be on site in accordance with the scheduled dates working closely with Ron Hess. The draft

IT Policy is currently under review by staff.

### **Design:**

***Schwing Pump Replacement Project:*** Staff prepared a request for proposals (RFP) for design services for the replacement of the seven (7) dewatered sludge handling pumps (*Schwing* pumps) and the replacement of the feed screws and drives for the sludge cake receiving bins. The RFP was sent to three engineering firms: AECOM, GHD, and R3M. It is expected that staff will provide a recommendation for award of this project at the October Board meeting.

Staff attended a New Jersey Environmental Infrastructure Financing Program (NJEIFP) seminar on September 14, 2015. The seminar included information regarding the FFY 16/SFY 17 funding where funds will be available from the NJDEP at 0% interest for 75% of the project cost and from the Trust at the market rate for 25% of the project cost. Staff contacted NJDEP to see if the replacement of our sludge handling pumps would be eligible for funding due to the fact that this equipment is a revenue stream for the Authority. NJDEP indicated that since we use the facilities for processing outside sludge from other treatment facilities that this is a resiliency type of project and therefore would be eligible. The due date for the commitment letter and planning document is October 9, 2015 and contract documents are due on March 4, 2016. Staff is in the process of preparing the information required to meet the October 9<sup>th</sup> deadline.

***Contract 14-4 SBRSA Pump Station Comminutor Project:*** Based on the Final 2015 Future Facilities Improvements Plan this project has been scheduled for 2017 and therefore will be deleted from this report until the project has been advertised for bid.

### **Construction:**

***Contract 10-1 Headworks Project:*** Tomar Construction provided a response to SBRSA's letter of August 24, 2015, see copy of SBRSA's letter and Tomar's response letter dated September 10, 2015 at the end of this section. Staff, Authority counsel, and Kleinfelder have scheduled a meeting for October 5, 2015 to discuss Tomar's response. Following that meeting SBRSA will meet with Tomar Construction in an attempt to resolve all issues and close out the project.

***Contract 14-1 SBRSA Emergency Generator Project.*** There has been no change to status of this project. On September 21, 2015 SBRSA met with Thomas Controls Inc. (TCI) at the two pump stations to confirm on-site conditions. During the site visit TCI was asked about the status of the building permits. TCI has not received building permits for any of the three work sites. TCI should have all the information needed for Princeton by the end of the month. West Windsor Township is requesting additional structural information for a roof supply fan. There was no update for South Brunswick.

***Contract 14-6 Wireless Fire Alarm Communication System:*** On August 24, 2015 the final inspection by the Princeton Construction Department was completed and the system placed into service. This project stands at 100% complete. The final payment application has been submitted and recommended for payment.

**Contract 15-1 Scrubber Procurement:** EnviroCare is scheduled to be on-site beginning October 6, 2015 to complete the start-up, commissioning, and performance testing of Scrubber No.1.

**Contract 15-2 Scrubber Installation:** As of Pay Estimate No. 5 this project is approximately 50% complete. It should be noted that almost half of monies paid to date are for stored materials which effectively puts the work percent complete at approximately 25%. Over the past reporting period Centerpoint Associates, Inc. (CPA) and their sub-contractors set three of the four (4) VFD's, began the installation of control and power conduits, and successfully completed a process shutdown during which all the existing interior scrubber water supply piping and basket strainer were demolished and removed and two (2) new basket strainers and 20-inch ductile iron pipe and fittings were installed. In addition to the above, CPA installed one (1) new low pressure pump and placed it into temporary service, began the installation of field instruments, continued the installation of spray lances and headers, installed the nine (9) venturi's within the scrubber vessel, installed the new sodium hydroxide piping, and continued the excavation for the exterior 20-inch Final Effluent/Secondary Effluent tie-in.

CPA has submitted five additional potential change order requests (PCO) Nos. 3 – 7. Table 1 below summarizes all change order requests to date.

TABLE 1

CO/PCO No.	Description	Requested Amount	Paid
1	Provide 3-way Valves for Flow Meters	\$997.04	Yes
2	Modify Support Columns for Quench Section	\$968.00	Yes
3	Additional Work for the Installation of Scrubber No. 1	\$6,636.85	No
4	Additional Excavation Work for Exterior 20-in. Tie-in	\$17,335.00	No
5	Repairs to Existing Scrubber Drain Inlet Tee	\$550.00	No
6	Relocate Backwash Return Pump No. 3 (Note 1)	\$0.00	No
7	Deletion of 20-inch SE Line Stop (credit)	(\$604.40)	No
	<b>Total</b>	<b>\$25,882.49</b>	

Note 1: PCO No. 6 has been removed as this work is no longer required for the completion of this project.

SBRSA staff has agreed to the amount requested for PCO Nos. 4 and 5. The balance of the PCO requests are still under negotiation.

The current project schedule has all the necessary work for Scrubber No. 1 completed by October 5, 2015 in preparation for the start-up, commissioning, and performance test. Commencing on October 6, 2015 and finishing on October 14, 2015, Scrubber No. 1 will be commissioned, tested, and placed into service. If this schedule is successfully met, the Contractor will have completed the installation of first scrubber ahead of schedule and will qualify for the bonus as specified. The scrubbers were delivered to the site on June 12, 2015 and the bonus includes \$2,000 per day upon completion of a successful performance test before the interim completion date which is 161 days after receipt of equipment.

***Contract 15-3 Ash Handling System Improvements:*** The contracts have been executed and BR Welding has provided SBRSA with the required bonds and insurance. The project kick-off meeting was held on September 21, 2015.

**Small Capital Project Status**

***Instrument Air Compressor Replacement:*** AECOM provided staff with the draft contract documents. Staff is in the process of reviewing the documents and it is expected that this project will be advertised in late September and awarded at the October 26<sup>th</sup> Board meeting.

***MA Effluent Channel Mixers:*** Kleinfelder continues the preliminary design work for this project.

***Pavement Replacement:*** Staff contacted the contractor on September 23, 2015 regarding the status of this contract. To date R.T. Barrett had not returned our call.

**Process Control/SCADA:**

Preventative maintenance was completed for all field devices and process control loops. The quarterly flow meter certification was conducted by staff and WG Malden on September 1, 2015.

**Carbon Monoxide Analyzer Replacement:** PACE Environmental is in the process of developing the PST protocol for the new CO analyzers and plans to submit the draft protocol by September 25, 2015 for staff review.

**Plant Influent Flow Meter:** Staff continues to evaluate the flow data being obtained from the new high range/low range meter system.

**Information Technology:** As reported last month the River Road SCADA upgrade screen development is now 100% complete and we are working on a few problems to make it fully operational. Currently we are approximately 60% complete with the development of the Pennington and Hopewell screens.

Attached is a draft memo outlining SBRSA IT infrastructure recommendations as identified by EMA/Bob Reilly.



21 Griffin Road North  
Windsor, CT 06095

860.398.9692 PHONE  
860.398.6399 FAX

[www.TRCSolutions.com](http://www.TRCSolutions.com)

September 25, 2015

Ms. Antonia Shurott-Pchola  
Stony Brook Regional Sewerage Authority  
290 River Road  
Princeton, NJ 08540

Re: Re-Evaluation of Odor Sources – Revised Report  
TRC Project # 237826.0000.0000

Dear Ms. Pchola:

TRC collected a total of thirty-four (34) samples, or seventeen (17) samples per day, on August 17<sup>th</sup> and August 18<sup>th</sup> at the Stony Brook Regional Sewerage Authority (SBRSA), located in Princeton, NJ.

All samples were collected through Teflon<sup>®</sup> sample probe lines into 10L Tedlar<sup>®</sup> bags using an evacuated drum technique. For stacks or exhaust vents, sample lines were inserted directly into the ducts or stacks. At the biofilter surface, samples were collected by using a stainless steel sampling hood. The hood was placed on the surface of the biofilter and a sample was taken of the collected air. At the MA settling tanks and nitrification tanks, sample lines were extended into the air spaces near the highly turbulent liquid surfaces. Samples collected at the Carbon Adsorber were collected on the 17<sup>th</sup> without a sludge cake delivery, while the samples collected from the Carbon Adsorber on the 18<sup>th</sup> were collected with a sludge cake delivery. Samples collected at the Scrubbers occurred during liquid sludge delivery.

At the end of the each sampling day, samples were shipped to TRC's Olfactory Laboratory in Windsor, CT through overnight delivery service. At the Laboratory, samples were evaluated on August 18<sup>th</sup> and 19<sup>th</sup>, by a trained odor panel, for odor detectability, odor character and odor intensity following ASTM procedures.

Odor detectability was measured using a dynamic dilution forced-choice triangle olfactometer (ITTRI Model 103, 1979). The olfactometer uses carbon-filtered odor-free air to make dilutions of the odorous sample air. A series of dilutions is presented to the odor panelist in an ascending manner, each series representing approximately a threefold concentration step. The dilution ratios as determined by a TSI series 4100 flow meter are approximately 1/4624, 1/1533, 1/456, 1/129, 1/43, and 1/17. Each dilution level is presented to the panelist by means of a cup containing three glass sniff ports. Two ports dispense only carbon-filtered air while the third dispenses the diluted odor. Flow rates from the sniff ports are maintained at 3 liters per minute (lpm). Panelists choose which port, if any; differ from the other two, i.e., detection of the odor.

The odor detectability is reported as the dilution-to-threshold (D/T) value. This value represents the ratio of the volume of odor-free air that must be added to the odorous sample to reach threshold. For example, a D/T of 100 means that 100 volumes of odor-free air must be added to one volume of odorous air to dilute it to threshold. The D/T ratio represents that dilution required for 50% of the panel to detect a difference between the odorous stimuli and the blank air. On the triangle olfactometer, this is the point at which the panelist successfully identifies the sniff port containing the odor.

The perceived odor intensity was measured with a butanol wheel arranged in a “lazy Susan” configuration. Concentrations of 1-butyl alcohol (ASTM Standard Practice E 544) are presented in twofold concentration steps. Panelists compare the ports of the triangle olfactometer with the ports on the butanol wheel and indicate the comparable level. The intensity is reported by comparing the odorous sample to port numbers 1 through 8. Ports 1 through 3 are considered weak odors; ports 4, 5, and 6 are considered moderate odors; and ports 7 and 8 are strong odors. The reported numbers are then averaged for a mean odor intensity score for each dilution level. The perceived odor character (what the odor smells like) is recorded according to the description provided by the odor panelists.

Tables 1a and 1b provide the results of the odor evaluation.

**TABLE 1a. ODOR EVALUATION RESULTS**  
**Date Sampled – August 17, 2015, Evaluated August 18<sup>th</sup>, 2015**

Date/Sample ID	Odor Threshold Value	Odor Character	Odor Intensity <sup>1</sup>
MA Biofilter #2 Inlet	2729	Sewage, smoky	9.95
MA Biofilter #2 Outlet	80	Wet newspaper, rotting trash, chemical, sewage	2.88
New Headworks Biofilter - Inlet	1374	Sewage	6.27
New Headworks Biofilter – Outlet #1	107	Sewage, swampy, garbage	2.90
New Headworks Biofilter – Outlet #2	346	Sewage	5.63
New Headworks Biofilter – Outlet #3	79	Bad water, swampy, sewage, garbage, chemical	1.97
Carbon Adsorber Inlet	412	Sewage, acrid, fresh cut grass, swamp	5.25
Carbon Adsorber Upper Outlet	290	Sharp, acrid, sewage, garbage, swamp water	5.76
Carbon Adsorber Lower Outlet	581	Sewage, chemical, gassy	5.74
“Old” Hypochlorite Scrubber No. 1 Inlet	292	Sewage	4.66
“Old” Hypochlorite Scrubber No. 1 Outlet	581	Sharp, sewage, acrid, smoky, garbage	4.76
“New” Hypochlorite Scrubber No. 2 Inlet	408	Sewage, garbage	4.88
“New” Hypochlorite Scrubber No. 2 Outlet	205	Sewer, sharp, burning, sewage	2.79
Nitrification Tank	128	Bad water, swampy, sewage, smoky, garbage, plastic	2.26
MA Settling Tank	66	Sewage	1.89
Filter Press Room Exhaust	127	Sewage, swampy, wet garbage	2.66
11 Brookline Court	31	No described odor	0.42

Notes:

<sup>1</sup> Calculated Odor Intensity at the source (“Zero dilution”). See Attachment A for individual worksheets and dilutions-to-intensity graphs. Odor Intensity Scale:

1 to < 4 = weak odors; 4 to < 7 = moderate odors; > 7 = strong odors

**TABLE 1b. ODOR EVALUATION RESULTS**  
 Date Sampled – August 18, 2015, Evaluated August 19<sup>th</sup>, 2015

Date/Sample ID	Odor Threshold Value	Odor Character	Odor Intensity <sup>1</sup>
MA Biofilter #4 Inlet	1529	Sewage	8.43
MA Biofilter #4 Outlet	175	Sewage, smoky, chemical, stagnant water	2.87
New Headworks Biofilter - Inlet	2860	Sewage	9.62
New Headworks Biofilter – Outlet #1	150	Chemical, swampy, sewage	3.63
New Headworks Biofilter – Outlet #2	95	Bad water, sewage, vegetation	2.27
New Headworks Biofilter – Outlet #3	105	Sewage, sewer, swampy	3.16
Carbon Adsorber Inlet	818	Sewage, chemical, sewer, smoky	6.56
Carbon Adsorber Upper Outlet	976	Sharp, acrid, sewage, acid	8.00
Carbon Adsorber Lower Outlet	1151	Sewage	8.29
“Old” Hypochlorite Scrubber No. 1 Inlet	976	Sewage, sharp, sour	6.77
“Old” Hypochlorite Scrubber No. 1 Outlet	586	Sour, bad water, sewage, smoky	4.68
“New” Hypochlorite Scrubber No. 2 Inlet	808	Sewage, garbage	6.91
“New” Hypochlorite Scrubber No. 2 Outlet	411	Sewage	5.50
Nitrification Tank	147	Sewage, sewer, swampy	3.18
MA Settling Tank	107	Sewage, smoky, stagnant water, swampy	2.88
Filter Press Room Exhaust	127	Smoky, sewage, musty, wet garbage	2.86
11 Brookline Court	31	No describable odor	0.42

Notes:

<sup>1</sup> Calculated Odor Intensity at the source (“Zero dilution”). See Attachment A for individual worksheets and dilutions-to-intensity graphs. Odor Intensity Scale: 1 to < 4 = weak odors; 4 to < 7 = moderate odors; > 7 = strong odors

The testing results as shown in Tables 1a and 1b can be interpreted as below:

1. The MA Biofilter samples showed a 97% (Biofilter #2) and 89% (Biofilter #4) reduction in odor between the inlet and the outlet samples. The calculated odor intensity of both outlet samples indicates that the odors are weak.
2. The Headworks Biofilter samples showed an average 92% reduction in odor for all three biofilter outlets (Biofilter #1 – 92% and 95%; Biofilter #2 – 75% and 97%; Biofilter #3 – 94% and 96%) over the two days of sampling. The calculated odor intensities of the outlet samples indicates that the odors are weak to moderate.
3. The lower level activated carbon adsorption beds increased the odor by 41% on both days of sampling. The upper level activated carbon adsorption bed outlet samples reduced the odor by 30% on August 17<sup>th</sup>, however the odors increased by 19% on August 18<sup>th</sup>. The inlet carbon bed odors are considered to be moderate odors. The odors from the upper level carbon bed lower adsorption beds are moderate to strong odors.
4. Odor reduction from the “New” scrubber (Scrubber #2) was 50% and 49% on August 17<sup>th</sup> and 18<sup>th</sup>, respectively. The odor from the inlet of the “New” scrubber on the first day of sampling is considered to be moderate and the outlet odor is considered to be weak, while the odors from both the inlet and the outlet of the “New” scrubber on the second day of sampling are considered to be moderate odors. Samples were collected during a liquid sludge delivery

The “Old” Hypochlorite scrubber (Scrubber #1) increased odors from the inlet to the outlet sample on the first day of sampling. Odor was increased from the “Old” scrubber by 99% in samples collected on August 17<sup>th</sup> (from 292 D/T to 581 D/T), however odors were reduced by 40% in samples collected on August 18<sup>th</sup> (from 976 D/T to 586 D/T). The odor intensities of both the inlet and the outlet samples on both days of sampling were moderate. Samples were collected during a liquid sludge delivery.

5. The Nitrification Tank had odor thresholds of 128 and 147 on August 17<sup>th</sup> and 18<sup>th</sup>, respectively and weak odor intensities on both days of sampling.
6. The MA Settling Tank had odor thresholds of 66 and 107 on August 17<sup>th</sup> and 18<sup>th</sup>, respectively and weak odor intensities on both days of sampling.
7. The Filter Press Room had an odor threshold of 127 and weak odor intensities on both days of sampling.



SBRSA  
August 26, 2015  
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8. Ambient air samples were collected at 11 Brookline Court on August 17<sup>th</sup> and 18<sup>th</sup>. The odor threshold was 31 on both days and the odor intensity was considered to be very weak.

TRC appreciates the opportunity to assist SBRSA in their endeavors to control odors from the Princeton, NJ facility. Should you have questions or comments regarding this report, please do not hesitate to contact me directly at (860) 298-6351. Thank you.

Very Truly Yours,

TRC



Karen M. Vetrano, Ph.D.  
Manager, Risk Assessment and Toxicology



**Odor Study Evaluation Results Summary  
(2008 through 2015)**

Sample Point	(D/T) <sup>(1)</sup> 7/16/08	(D/T) 7/17/08	(D/T) 8/19/09	(D/T) 8/20/09	(D/T) 8/10/2010	(D/T) 8/11/2010	(D/T) 8/9/2011	(D/T) 8/10/2011	(D/T) 7/31/2012	(D/T) 8/1/2012	(D/T) 8/12/2013	(D/T) 8/13/2013	(D/T) 8/11/2014	(D/T) 8/12/2014	(D/T) <sup>(2)</sup> 8/17/2015	(D/T) 8/18/2015
Biofilter Inlet	(No. 4) 142	(No. 2) 234	(No. 3) 124	(No. 4) 245	(No. 3) 581	(No. 1) 827	(No. 4) 976	(No. 3) 1148	(No. 4) 965	(No. 3) 484	(No. 4) 586	(No. 3) 109	(No. 3) 685	(No. 4) 827	(No. 2) 2729	(No. 4) 1529
Biofilter Outlet	103	142	18	13	52	89	150	154	245	128	80	51	66	13	80	175
Carbon Adsorber Inlet	1709	331	175/148	349/492	1151/1358	1621/1603	1455	976	587	693	1151	1358	965	808	412	818
Carbon Adsorber Upper Outlet	330	100	32	124	175	77	1529	1223	818	412	693	485	291	295	290	976
Carbon Adsorber Lower Outlet	276	103	16	46	55	55	150	292	78	147	57	36	345	412	581	1151
"Old" Hypo Scrubber Inlet	332	122	147	408	205	342	1151	1138	487	292	57	921	292	346	292	976
"Old" Hypo Scrubber Outlet	393	102	77	247	55	105	1148	701	408	207	290	818	491	693	581	586
"New" Hypo Scrubber Inlet	785	198	147	346	207	292	416	367	127	207	93	175	247	685	408	808
"New" Hypo Scrubber Outlet	140	170	24	66	205	206	492	587	147	77	42	135	125	412	205	411
Nitrification Tank	118	118	24	13	15	43	66	128	37	292	66	57	66	15	128	147
MA Settling Tank	393	172	13	13	50	298	75	247	65	148	xx	107	125	66	66	107
BFP Room Exhaust(roof)	122	75	11	11	205	292	292	973	93	148	124	151	38	42	127	127
11 Brookline Court											77	78	78	13	31	31
Headworks Biofilter Inlet													345	245	1374	2860
Headworks Biofilter Outlet No. 1													110	13	107	150
Biofilter Headworks Outlet No. 2													77	36	346	95
Biofilter Headworks Outlet No. 3													93	24	79	105

- (1) Dilution to Threshold: This value represents the ratio of the volume of odor-free air that must be added to the odorous sample to reach threshold. For example, a D/T of 100 means that 100 volumes of odor-free air must be added to one volume of odorous air to dilute it to threshold.
- The biofilter media was changed out May 5, 2013.
  - The carbon media in the carbon adsorber was changed out on March 18, 2015
  - Caustic was added to the hypochlorite scrubbers for pH control to optimize the scrubber performance on September 18, 2008.
  - The MA aerators were replaced in the spring 2009 with the whole system operational by May 11, 2009.
  - The Nitrification Tank aerators were replaced in the winter of 2009/2010 and the whole system operational by April 30, 2010.
  - Due to the Nit process need for more BOD, the operation of the MA Tanks was modified to operate only one side (sides are switched each day) this operation started on August 5, 2010.
- (2) Samples taken on August 17, 2015 at the sludge cake receiving carbon unit were taken without a sludge cake delivery.

xx – sample bag damaged in transit

**Odor Study Evaluation Results Summary  
(2008 through 2015)**

Sample Point	Odor Intensity <sup>(1)</sup> 7/16/08	Odor Intensity 7/17/08	Odor Intensity 8/19/09	Odor Intensity 8/20/09	Odor Intensity 8/10/2010	Odor Intensity 8/11/2010	Odor Intensity 8/9/2011	Odor Intensity 8/10/2011	Odor Intensity 7/31/2012	Odor Intensity 8/1/2012	Odor Intensity 8/12/2013	Odor Intensity 8/13/2013	Odor Intensity 8/11/2014	Odor Intensity 8/12/2014	Odor Intensity <sup>(2)</sup> 8/17/2015	Odor Intensity 8/18/2015
Biofilter Inlet	(No. 4) 3.31	(No. 2) 5.60	(No. 3) 2.90	(No. 4) 5.17	(No. 3) 5.40	(No. 1) 7.42	(No. 4) 7.74	(No. 3) 7.81	(No. 4) 7.04	(No. 3) 7.88	(No. 4) 7.65	(No. 3) 2.34	(No. 3) 7.09	(No. 4) 8.56	(No. 2) 9.95	(No. 4) 8.43)
Biofilter Outlet	2.89	3.31	0.28	0.12	0.53	2.05	2.58	3.45	2.54	2.89	1.48	1.15	1.54	0.12	2.88	2.87
Carbon Adsorber Inlet	9.75	6.73	4.11/2.32	5.78/5.50	9.15/8.79	9.14/9.98	8.79	8.25	6.43	5.76	8.13	8.12	7.16	7.16	5.25	6.56
Carbon Adsorber Upper Outlet	4.03	4.24	1.18	3.19	2.43	1.81	7.22	8.27	8.58	8.76	7.54	7.10	5.34	4.21	5.76	8.00
Carbon Adsorber Lower Outlet	4.14	2.89	0.26	0.26	0.80	0.99	3.15	3.41	2.32	2.60	1.53	1.06	3.97	6.39	5.74	8.29
"Old" Hypo Scrubber Inlet	4.63	3.00	2.58	5.92	3.9	5.61	8.16	9.94	6.49	5.21	1.47	9.22	3.73	4.80	4.66	6.77
"Old" Hypo Scrubber Outlet	4.57	3.30	1.40	5.03	1.57	2.39	7.86	7.53	7.73	3.58	5.42	8.03	4.97	6.00	4.76	4.68
"New" Hypo Scrubber Inlet	5.24	4.44	4.14	4.48	3.3	4.69	5.04	5.21	2.39	2.74	2.06	2.91	3.42	7.35	4.88	6.91
"New" Hypo Scrubber Outlet	3.39	3.56	0.60	2.71	3.52	4.38	3.88	5.26	3.88	2.05	1.32	2.10	2.79	5.23	2.79	5.50
Nitrification Tank	3.97	3.97	0.39	0.12	0.46	0.81	1.80	3.15	0.92	2.68	1.49	2.46	1.53	0.24	2.26	3.18
MA Settling Tank	4.46	5.03	0.14	0.14	1.52	4.07	2.78	2.88	1.31	2.34	xx	2.53	2.86	0.91	1.89	2.88
BFP Room Exhaust(roof)	3.00	3.64	0.14	0.07	3.81	3.60	3.00	6.53	2.14	3.19	2.76	3.69	0.93	1.02	2.66	2.86
11 Brookline Court											2.07	2.08	2.18	0.12	0.42	0.42
Headworks Biofilter Inlet													4.24	4.25	6.27	9.62
Headworks Biofilter Outlet No. 1													1.96	0.18	2.90	3.63
Headworks Biofilter Outlet No. 2													1.76	0.76	5.63	2.27
Headworks Biofilter Outlet No. 3													2.31	0.50	1.97	3.16

- (1) Odor Intensity Scale: 1 to < 4 = weak odors      4 to < 7 = moderate odors      >7 = strong odors  
(2) Samples taken on August 17, 2015 at the sludge cake receiving carbon unit were taken without a sludge cake delivery.

xx – sample bag damaged in transit



368 Hollow Road • Skillman, New Jersey 08558 • Office: (609) 309-5640 • [KMonninger@KEMS.us](mailto:KMonninger@KEMS.us)

September 23, 2015

Ms. Antonia F. Shurott-Pchola, P.E.  
Assistant Executive Director  
Stony Brook Regional Sewerage Authority  
290 River Road  
Princeton, New Jersey 08540

RE: FY2015 General Advice Amendment No. 1  
KEMS LLC Project No. 1405

Dear Ms. Pchola:

The General Advice Agreement between the Authority and KEMS for FY2015 included funding in the amount of \$8,100 for incinerator stack testing project coordination and submittal of a testing protocol to NJDEP Bureau of Technical Services (BTS). During a recent telephone discussion Michael Klein (Section Chief of BTS) has indicated that the protocol submitted on July 3, 2015 has not been reviewed and pending conditional approval that stack testing can be conducted no earlier than December 2015 due to their current backlog of work.

KEMS has selected Avogadro Environmental Corporation to perform the emissions compliance stack testing per the attached quotation dated June 30, 2015. Avogadro's total cost for testing (with all options included) is \$198,400 due the addition of 8 days of on-site sampling time as required to increase the duration of all emission test runs from 1 hour to 4 hours. Four hour test runs will provide additional incinerator operation flexibility and increase the safety margin for compliance with future incinerator control device operating limits that will be established during the emission compliance stack tests pursuant to 40 CFR60 Subpart M. A detailed comparison of Avogadro's previous (October 24, 2014) and revised (June 30, 2015) stack test proposals is attached.

As requested, KEMS will subcontract Avogadro to perform the incinerator stack testing for the Authority and invoice the cost of their work without mark-up through the KEMS General Advice Agreement.

Ms. Antonia F. Shurott-Pchola, P.E.

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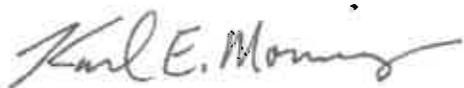
September 23, 2015

An amendment to the General Advice Agreement is requested to increase the current budget allowance of \$75,550 by the amount of \$18,400 to contract and initiate the emissions compliance stack testing project with Avogadro on behalf of the Authority. Approval of this amount will ensure that stack tests for incinerator 1 can be scheduled and performed during December per BTS following their review and approval of the test protocol.

With approval of the amendment the budget allowance for stack testing increases from \$8,100 to \$26,500 and the total amount of the General Advice Agreement for FY2015 is revised to \$93,950. A draft copy of Amendment No. 1 for the 2015 General Incinerator Advice Agreement is provided for your review and upon approval two signed and witnessed originals of the amendment No. 1 for the 2015 General Incinerator Advice Agreement will be provided for execution by the Authority.

Please don't hesitate to contact me if you have any questions or require additional information concerning this proposal. Thank you.

Very truly yours,  
KEMS LLC



Karl E. Monninger  
President

enclosures: Avogadro Quotation No. 241-14-20, rev3  
Comparison of Avogadro Quotations  
Draft Amendment No. 1 to Agreement for General Advice

c. John Kantorek  
1405 Project File



REVISED PROPOSAL  
for  
COMPLIANCE EMISSIONS STACK TESTING

Facility/Source:

SLUDGE INCINERATOR 1 and 2  
Sludge Incinerator Operating Scenarios OS1, OS3, OS27, OS28  
STONY BROOK REGIONAL SEWERAGE AUTHORITY  
290 River Road  
Princeton, New Jersey 08540  
Mr. John Kantorek, P.E., Executive Director

Prepared for:

KEMS LLC  
368 Hollow Road  
Skillman, NJ 08558  
Mr. Karl E. Monninger, President  
Telephone: (609) 309-5640  
Mobile: (609) 955-1664  
e-mail: KMonninger@KEMS.us

Prepared by:

AVOGADRO ENVIRONMENTAL CORPORATION  
1350 Sullivan Trail  
Easton, PA. 18040  
Mr. Thomas F. Mattei, Senior Project Manager

AVOGADRO ENVIRONMENTAL Quotation No. 241-14-20, rev3

June 30, 2015

Mr. Karl Monninger  
KEMS LLC  
June 30, 2015  
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#### SCOPE OF SERVICES:

1. During two mobilizations, Avogadro will perform three compliance emission test runs for each of four sludge incinerator operating scenarios (OS1 & OS27 on one mobilization and OS3 & OS28 on the other mobilization) for the parameters outlined in Attachment 1. Attachment 1 also details sample duration and methodology. Detection limits for metals, dioxins/furans, benzo(a)pyrene, and HCl are outlined in Attachment 2. For each test run, USEPA Methods 1, 2, 3A, and 4 will also be conducted in order to determine the stack velocity, gross gas composition, and moisture to quantify emissions on a mass basis. A pre-test site visit and logistics meeting will be conducted at an appropriate time sufficiently prior to the testing. Attachment 6 presents an expected schedule for the overall evaluation and mobilization.
2. During the same mobilizations, Avogadro will perform three (3) additional, 60-minute test runs for each of the four scenarios at normal loads for particulate matter (front-half only via NJATM 1) in accordance with Attachment 1.
3. For each scenario, Avogadro will use a subcontractor lab to provide analysis of three sludge composites samples for metals per Attachment 1. Composite samples will be provided to Avogadro Environmental personnel at the jobsite by others.
4. For each day of testing, Avogadro will use a subcontractor lab to provide analysis of one sludge composite sample for ultimate (percent moisture, C, H, O, N, S, Cl and ash) and higher heating value (BTU/lb) analysis. Composite samples will be provided to Avogadro Environmental personnel at the jobsite by others. This will result in eleven samples per mobilization.
5. During both mobilizations, Avogadro will perform one (1) set of three (3) 60-minute fugitive emission observations of the ash system via USEPA Method 22.
6. Lastly, for each scenario, Avogadro will prepare multiple copies of the N.J.A.C.-certified test report documenting results pursuant to guidelines set forth by the NJDEP Bureau of Technical Services (BTS). Avogadro will submit the report to the KEMS LLC technical contact, to the NJDEP BTS, to the USEPA, to all appropriate designated parties by KEMS LLC as well as multiple copies of the certified summary report to the NJDEP Central Regional Office and others.

Fixed-Cost Fee: \$184,000 (\$92,000 per mobilization)

*The information contained in this proposal is proprietary and contains confidential information which is of significant economic value to the MONTROSE AIR QUALITY SERVICES, LLC. It is intended to be used only for evaluation of our qualifications for providing services. It should not be duplicated, used, re-written or disclosed in whole or in part for any purpose other than to evaluate this proposal and quotation.*

Mr. Karl Monninger  
 KEMS LLC  
 June 30, 2015  
 Page 3



Cost Option Adders:

1. If needed, audit sample analysis is available at \$300/sample for HCl and \$750/sample for metals (As, Be, Cd, Cr, Pb, Ni, Hg).
2. As needed, for each scenario, Avogadro will submit the compliance data to USEPA's Central Data Exchange using the Electronic Reporting Tool (ERT). The estimated cost per scenario is \$2,750 or \$11,000. Disclaimer Note: This value is subject to change based upon the final version of the ERT.
3. The fee assumes analysis of VOST tubes in pairs. If VOST analyses must be run separately, the adder fee is \$7,800.
4. If methane analysis is needed to calculate total non-methane hydrocarbons, the adder fee is \$1,200 per scenario.
5. During one mobilization, Avogadro will perform one (1) set of three (3) 60-minute fugitive emission observations of the ash system via USEPA Method 22 for an adder fee of \$750.

**SUPPLEMENTARY TASKS / SERVICES INCLUDED IN ABOVE SCOPE OF WORK:**

1. The scope of work is offered as a fixed price.
2. Separate analysis of front-half and back-half metals stack sample fractions.
3. Normal USEPA QA/QC procedures will be used for the test methods referenced.
4. Avogadro will perform a site visit at a convenient time for the facility.
5. Four radios will be provided during testing for communication between the test crew, the CEMS trailer, the control room and Karl Monninger.
6. Avogadro will provide sample containers and labels necessary for stack and sludge sampling.
7. Avogadro will provide sample chain-of-custody documentation.
8. Includes reporting of results in terms of the applicable emission limits.
9. One copy of the complete draft test report including all QA/QC will be provided for review and approval within 30 days following completion of the field work for each mobilization.
10. Preparation/submittal of five paper copies and one electronic (pdf) copy of the final full and summary test reports for each scenario within 10 days of the receipt of comments of the draft report by KEMS. Each report will include a comparison of actual emissions to the emission limits. Each operating scenario will require a separate, distinct report.
11. Each report will meet NJDEP BTS-approved protocol and submittal guidelines, will be certified with language listed in N.J.A.C. 7:27 1.39 (a) 1 and 2, and will be signed by a Certified Industrial Hygienist (CIH). An electronic copy of emission calculations and results for each operating scenario will also be provided in Excel spreadsheet format.

*The information contained in this proposal is proprietary and contains confidential information which is of significant economic value to the MONTROSE AIR QUALITY SERVICES, LLC. It is intended to be used only for evaluation of our qualifications for providing services. It should not be duplicated, used, re-written or disclosed in whole or in part for any purpose other than to evaluate this proposal and quotation.*

Mr. Karl Monninger  
KEMS LLC  
June 30, 2015  
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#### LIMITATIONS / ASSUMPTIONS:

1. A continuous source of 120/240-volt, 60-ampere, single phase power for the mobile laboratory CEMS trailer is available within 75 feet of the trailer. An electrician will be required to provide power connection / dis-connection. Power will be provided within one hour of arrival onsite.
2. Any health and safety orientation is limited to about 45 minutes onsite.
3. For each operating scenario, safe access is provided for Avogadro staff and sampling equipment to the sampling platform. As needed, the facility will provide scaffolding or other appropriate, OSHA-approved means.
4. For each operating scenario, at least two, 110-volt, 20-ampere power sources are available for sampling equipment within 100 feet of the sampling location.
5. Each stack temperature is less than 300°F, and each duct pressure is +/- 10" water.
6. Sources are available when we are ready to test.
7. Mounting points for sampling monorail are available on each affected stack.
8. For each operating scenario, ample, perpendicular test ports of sufficient inside diameter (six inches minimum for Method 201A) are available or will be installed to meet USEPA Method 1 criteria.
9. Two, separate isokinetic sampling trains can be placed and sampled in the stack at any given time. Each stack orientation is vertical.
10. Process and / or CEMS data and its collection requested by the NJDEP for reporting is the responsibility of the facility or KEMS LLC.
11. Avogadro assumes its staff will participate in a brief, daily safety meeting.
12. The in-stack detection limits in Attachment 2 are based on previous stack test data and RFP guidelines.
13. Testing, including mobilization, will be completed pursuant to the schedule outlined in Attachment 6. If testing is required on additional days because of plant delays, additional labor, equipment, and hotel / per diem charges will apply.
14. Sludge samples for the determination of total solids and volatile solids content will be taken and analyzed by facility personnel.
15. During each test run, all test parameters as scheduled in Attachment 6 will be sampled simultaneously.
16. Additional testing parameters / test runs / field samples / audits required by the NJDEP beyond that specified herein may result in additional charges.
17. Additional out-of-scope services or potential delays in the field due to process or pollution control equipment problems, CEM system operational problems, extreme weather, health and safety issues or training, or detailed onsite meetings may result in additional charges.
18. Avogadro personnel carry PPE, including hard hats, hearing protection, gloves, safety glasses, safety shoes, harnesses/lanyards, reflective vests, and respirators. Additional health and safety equipment required by onsite officials will be provided by the facility.

*The information contained in this proposal is proprietary and contains confidential information which is of significant economic value to the MONTROSE AIR QUALITY SERVICES, LLC. It is intended to be used only for evaluation of our qualifications for providing services. It should not be duplicated, used, re-written or disclosed in whole or in part for any purpose other than to evaluate this proposal and quotation.*

Mr. Karl Monninger  
 KEMS LLC  
 June 30, 2015  
 Page 5



**PAYMENT TERMS: (Net 30)**

With project initiation	\$18,400
With completion of fieldwork, first mobilization	\$73,600
With completion of fieldwork, second mobilization	\$73,600
With submittal of the test reports, first mobilization	\$9,200
With submittal of the test reports, second mobilization	<u>\$9,200</u>
<b>Total</b>	<b>\$184,000</b>

If applicable, Cost Option Adder fees and other out-of-scope fees will be added to the *Completion of Fieldwork* milestone invoice. A written explanation of any such fees will be provided prior to issuing the invoice.

IN ORDER TO INITIATE THIS PROJECT, A PURCHASE ORDER MUST BE SUBMITTED TO AVOGADRO ENVIRONMENTAL. All potential out-of-scope charges will be billed in accordance with the rates listed in the attached fee schedule. Montrose Air Quality Services Terms and Conditions (attached) will apply.

A handwritten signature in black ink that reads "Thomas Mattei".

Thomas Mattei  
 Sr. Project Manager

A handwritten signature in black ink that reads "Thomas Weber".

Thomas Weber  
 Sr. Project Manager

F:\Company\KEMS, LLC\Quotes\KEMS, LLC compliance testing at SBRSA 241-14-20\KEMS llc at Stony Brook 2015 Compliance Test Four Operating Scenarios 241-14-20 rev3.doc

*The information contained in this proposal is proprietary and contains confidential information which is of significant economic value to the MONTROSE AIR QUALITY SERVICES, LLC. It is intended to be used only for evaluation of our qualifications for providing services. It should not be duplicated, used, re-written or disclosed in whole or in part for any purpose other than to evaluate this proposal and quotation.*

**Comparison of Avogadro Quotations for SBRSA Incinerator Stack Tests**

	<b>AVOGADRO Quotation No:</b> <b>Date:</b>	<b>241-14-20</b> <b>10/2/14</b>	<b>241-14-20 Rev. 3</b> <b>6/30/15</b>
Fixed Fee (4 incinerator operating scenarios - OS1, OS3, OS27 & OS28)		\$150,000 <sup>(1)</sup>	\$184,000 <sup>(2)</sup>
Ultimate & HHV for daily composite sludge @ \$375 ea.		14 samples included <sup>(1)</sup>	22 samples included <sup>(2)</sup>
Subpart O TSP tests @ \$2450 per OS (OS1, OS3, OS27 & OS28)		<i>included</i>	<i>included</i>
Adder for methane analysis @ \$350 per OS (if THC < 5 ppm)		\$1,400	\$4,800 <sup>(3)</sup>
Two (2) Visual Emission Tests for Fugitive Ash from REF via EPA M22		<i>included</i>	<i>included</i>
One (1) Visual Emission Tests for Fugitive Ash from Ash Garage via EPA M22		<i>included</i>	\$750 <sup>(4)</sup>
Separate VOST tube analyses for all OS		\$7,800 <sup>(5)</sup>	\$7,800 <sup>(5)</sup>
Audit samples (HCl, metals, dioxin)		<u>\$1,450</u>	<u>\$1,050</u> <sup>(6)</sup>
	<b>TOTAL COST</b>	<b>\$160,650</b>	<b>\$198,400</b>

Notes:

- (1) 14 days of total sampling (all test runs = 1 hour in duration)
- (2) 22 days of total sampling (all test runs = 4 hours in duration)
- (3) Per NJDEP methane analyses via USEPA M18 must include a spiking recovery study for each set of samples.
- (4) EPA M22 VE may not be required for ash garage pending complete enclosure of ash roll-off bin
- (5) Per NJDEP separate analysis of VOST tubes is required.
- (6) Dioxin audit samples are currently unavailable and not required.

**Resolution Authorizing the Award of Amendment No. 1 to the  
KEMS, LLC 2015 Annual Advice**

**Resolution No. 2015-51  
Date: September 28, 2015**

WHEREAS, the Stony Brook Regional Sewerage Authority has a current agreement with KEMS, LLC to provide general advice for the period starting on December 1, 2014 through the end of Fiscal Year 2015 (November 30, 2015) for Consulting Engineering Services related to the regulatory requirements, permitting, and operation and maintenance of the Authority's incinerators as a contract that does not allow for political contributions to the Authority or its members ("No Political Contributions Allowed" Contract) pursuant to the provisions of N.J.S.A. 19:44A-20.4 et seq.; and,

WHEREAS, KEMS will contract with Montrose (formally known as Avogadro) to perform the required compliance testing for SBRSA's two incinerators under all four (4) operating scenarios and will pass this cost onto SBRSA without a markup; and,

WHEREAS, the cost to perform the compliance testing was not included in the original 2015 Advice agreement; and,

WHEREAS, the cost associated with this amendment is for the initiation of the work and not the total cost of the compliance testing as outlined in in the attached proposal from Montrose dated June 30, 2015; and

WHEREAS, the physical part of the compliance testing will be conducted in SBRSA's Fiscal Year 2016; and

WHEREAS, KEMS, LLC has submitted an amendment request dated September 23, 2015 in the amount of \$18,400 for a revised contract amount of \$93,950; and

WHEREAS, the Stony Brook Regional Sewerage Authority has Funds available in its current budget.

NOW THEREFORE, BE IT RESOLVED that the Board of the Stony Brook Regional Sewerage Authority authorizes award of Amendment No. 1 in the amount of \$18,400 for the incinerator compliance testing as described herein.

MOVED:  
SECONDED:  
ADOPTED:

Recorded Vote:

AYE                      NO                      ABSTAIN                      ABSENT

Robert A. Bartolini  
Harry Compton  
Gale D. Downey  
David A. Goldfarb  
C. Schuyler Morehouse  
Bharat Patel

I HEREBY CERTIFY that the forgoing is a true and accurate copy of a Resolution adopted by the Stony Brook Regional Sewerage Authority at their Board Meeting on September 28, 2015.

\_\_\_\_\_  
John Kantorek, P.E.  
Secretary

\_\_\_\_\_  
Date



# STONY BROOK REGIONAL SEWERAGE AUTHORITY

HOPEWELL BOROUGH • HOPEWELL TOWNSHIP • PENNINGTON BOROUGH  
PRINCETON • SOUTH BRUNSWICK TOWNSHIP • WEST WINDSOR TOWNSHIP

VIA OVERNIGHT MAIL

August 24, 2015

Mr. Thomas G. Mottackal, President  
Tomar Construction, LLC.  
18 Connerty Court  
East Brunswick, NJ 08816

Re: River Road Wastewater Treatment Plant Headworks Facility, Contract 10-1

Dear Mr. Mottackal:

On April 21, 2015 SBRSA provided a response to your March 17, 2015 letter in which you identified several claims for additional compensation relative to the work completed as part of the Headworks Facility Project, Contract 10-1.

In our response, the Authority refuted 3 of the 10 claims submitted, indicated a willingness to discuss the disposition of the remaining 7 claims (Change Order Request 17, 19, 20, 21, 22, 23, and 25), and provided substantiated claims for the assessment of liquidated damages and reimbursement for additional engineering fees. The April 21<sup>st</sup> letter also indicated that if you had any questions or comments to please contact me.

As of the date of this letter, the Authority has not received a response, or any questions or comments from Tomar Construction, LLC regarding the aforementioned matters.

By this letter, the Authority is asking whether Tomar Construction, LLC intends to provide a response to the April 21<sup>st</sup> letter or, as an alternative, arrange for a meeting to discuss the 7 change orders, the payment of liquidated damages, and reimbursement for additional engineering fees.

Please submit, in writing, a response to our question above. If you would prefer to meet to discuss the issues, contact me as soon as possible so meeting arrangements can be made. Should Tomar Construction, LLC choose to formally respond to our letter of April 21, 2015 please provide said response by September 11, 2015.

If you have any questions please contact me at (609) 924-8881, ext. 207.

Very truly yours,

Antonia F. Shurott-Pchola, P.E.  
Assistant Executive Director

c: J. Kantorek, Executive Director  
D. Alexander, Maraziti Falcon, LLP



# TOMAR CONSTRUCTION, LLC

18 Connerty Court, East Brunswick, NJ 08816

TEL: (732) 238-0700 FAX: (732) 238-0701

September 10, 2015

*Via Email and Certified Mail*

Antonia Pchola, P.E.  
 Assistant Executive Director  
 Stony Brook Regional Sewerage Authority  
 290 River Road  
 Princeton, NJ 08540

**Re: River Road Wastewater Treatment Plant,  
 Headworks Facility Construction Project, Contract No. 10-1**

Dear Ms. Pchola:

We are in receipt of your letter dated April 21, 2015 and August 24, 2015. We would like to address the seven (7) items in your letter of April 21, 2015 as follows:

**Change Orders 17, 19, 20, 21, 22, 23, and 25:**

Noted. Tomar would welcome timely processing and payment of these change orders per Prompt Payment Act N.J.S.A 2A:30A-1.

**Change Order 18 – Additional Cost Associated with Millstone Force Main Leak (\$70,231.81)**

Tomar has reviewed Stony Brook Regional Sewerage Authority/Kleinfelder's (SBRSA/KLF) response regarding the Millstone Force Main leak. The statements presented therein are not objective and truthful based on the following seven contentions. Therefore, Tomar summarily rejects SBRSA's position.

1. SBRSA furnished sealed contract drawings, details, notes and specifications for the Headworks Facility project, based on which Tomar bid and executed the Contract. The said documents **do not call for welding, or other joint restraining means** between the existing steel cylinder of PCCP pipe and the adaptor. The Contract bound Tomar to build according to the contract documents with no exceptions, which it carried out diligently.
2. Despite defective contract documents, and as such in view of the extensive importance of welding in this situation, SBRSA/KLF improperly designated joint restraint welding as "tack-weld" in the shop drawing review comment as follows: "As described in technique description, contractor to tack-weld the joints between the adaptor and the existing pipe. Meg-a-lugs shall be used on bell/spigot adaptor for restraint of joint." The referenced "*technique description*," in relevant part states:

*"In order to keep the adapters in place while subsequent pipe installation continues some contractors tack-weld the joints between the adapter and the existing pipe."*

On its face, the plain language of the technique description made clear that as a suggested option, some contractors temporarily tack-weld to keep the components in its place during construction, and is not a stated permanent joint restraining procedure. Attached find copy of electronic mail from Hanson Pressure Pipe confirming the same. Except for this suggested temporary tack weld to keep components in place during construction, shop drawing review documentation neither demonstrated nor directed the performance of any additional permanent welding or other permanent restraining components, over and above what was shown on the contract documents. Therefore, SBRSA and its design consultants' willful negligence to incorporate components to restrain said adaptor in the contract documents or to timely correct omissions and add missing restraining components, amounts to misfeasance or affirmative negligent conduct. Tomar, being contracted to build as designed by others, cannot accept responsibility for failures by others or their consequences.

3. Nonetheless, it is noted that three years after the leak incident, SBRSA/KLF surreptitiously attempted to repair its neglect by stating "...a very nominal amount of weld metal (less than 2.5 square inches) would be required to effectively and safely restrain the adapter" in its response. It is our position that not only did the contract documents fail to meet the requirements of professional design responsibility to restrain the adapter, SBRSA further failed to modify the contract at the time of review, and no RFP or contract modification process was initiated by SBRSA to incorporate such restraint, which constitutes gross negligence and cover-up.
4. SBRSA being the provider of the design and acceptor of the constructed work, had the paramount responsibility in insuring that the work is in conformance with the executed contract and modifications, if any. Acceptance of constructed work for beneficial use without exception, or any correction of work affirms that said "tack-weld" was not an executed contract requirement.
5. SBRSA/KLF in its response states "It can be seen in photos (those included in Tomar's report, attached, as well as photos on file with SBRSA) that the wye, valves, and bypass/clean-out elbow were not installed in the same orientation illustrated on the Contract Documents... Tomar's variance from the Contract Documents was a contributing factor to the forces imparted on the adapter." SBRSA/KLF blatantly hides the fact that it was confirmed by all parties that the contract drawings it had furnished did not represent existing force main and other services as built. Tomar, under field directives and modifications to the Contract, adopted variances to resolve design errors and omissions in the drawings during the course of construction. Such false statements demonstrate bad faith.
6. SBRSA's letter also recklessly states that "It is also important to note that Tomar's elected construction sequence, while not unacceptable, did result in installation and use of the bypass elbow without any portion of the remainder of the influent piping installed downstream of the wye." Kindly note, Tomar fully adhered to the work sequence as set forth under Specification Section 01005, Part 1.04 and therefore, the comments in this regard are meritless.
7. SBRSA/KLF further contends "This instruction was provided to ensure that joint separation could not occur, even if the absolute maximum hydraulic conditions were realized, only a very nominal amount of weld metal (less than 2.5 square inches) would be required to effectively and safely restrain the adapter". Calculations indicate that the resultant thrust force developed at the joint at 100 psi design pressure is 213,490 lb which far exceeds the 150,000 lb strength from a 2.5 square inch

weld. It is clear that KLF's ex post facto determination of weld size, based on its own calculation of thrust forces, are still incorrect. See attached calculations for your information.

**Change Order 24 – Extended Bypass Required due to Delay in Grit Removal (\$44,075.46)**

Discussed under Liquidated Damages.

**Change Order 26 – Influent Junction Chamber Leak (\$33,035.58)**

Tomar's position remains the same as stated in our letter of October 13, 2014. Further, after discussing the subject matter with various professional experts, Tomar holds that the exfiltration which occurred subsequent to the storm of April 30, 2014, after being in beneficial operation for six months, is no fault of Tomar's or its workmanship. It is our experts' position that the Contract should have called for cast-in-place construction rather than precast for this critical hydraulic structure. Your unilateral and self-serving determination is not acceptable to Tomar. We intend to pursue this claim by all available means in the Contract for dispute settlement.

**Liquidated Damages**

The project was plagued from the start by poor contract documents and unknown conditions that affected timely performance. At the outset, Tomar experienced substantial delays in obtaining building permits due to inconsistencies in the contract drawings. The contract drawings did not provide continuity of the building floor drain header pipe outside the limits of building. The Princeton Township did not release building permits due to lack of information. Tomar had to obtain additional information from SBRSA via RFI 001, which delayed the release of permits.

Pursuant to defective and deficient contract and documents, SBRSA had to issue several verbal, field directives during the progress of demolition and site clearance work. Based on these directives, Tomar in good faith, extended full cooperation and immediately performed multiple additional work to minimize delays, and in some cases even without being compensated. The following are some of the additional work Tomar performed during demolition and site clearance, for your quick recollection.

1. Installed additional temporary odor control ductwork/piping for Aerated Grit Chamber (AGC).(*Change Order No.1, delay - 5 days*)
2. Installed additional temporary bypass piping for Septage Force Main.(*In good faith, no compensation, delay - 4 days, cumulative delay - 9 days*)
3. Excavated and disposed of concrete bedding around 14-inch SEW over the entire length of piping to be removed.(*Change Order No.4, delay - 5 days, cumulative delay - 14 days*)
4. Relocated Septage Receiving Station which was intended to be demolished and stored.(*In good faith, no compensation, delay - 2 days, cumulative delay - 16 days*)
5. Installed repair sleeves on grit lines due to damages sustained during demolition, because of incorrect representation on as-built drawings.(*In good faith, no compensation, delay - 1 day, cumulative delay - 17 days*)
6. Demolished multiple layers of duct banks that were not shown in the contract drawings.(*In good faith, no compensation, delay - 3 days, cumulative delay - 20 days* )

7. Demolished potable water connection to Septage Building within the footprint of proposed Headworks Building, that were not shown on the contract drawings. *(In good faith, no compensation, delay- 3 days, cumulative delay - 23 days)*
8. Dug multiple test pits to trace and locate unknown lines that are not shown on the contract drawings. *(In good faith, no compensation, delay - 3 days, cumulative delay - 26 days)*

During test pit investigations, it was found that the locations, depth, and orientation of the existing City Water Line (CWL), Princeton Influent Force Main (20-FM), and Millstone Force Main (36-FM) are not as indicated in the drawings. In a subsequent land survey conducted by Tomar, it was found that the location of the new CWL as shown on drawing C-6 would fall outside of the existing fence/property line. As a result, Tomar was directed to remove and re-install property fence and relocate the CWL within the fence/property line. This also necessitated relocation of 20-FM, 36-FM and 14-SEW.

Three months into performance of the Contract, already delayed by 26 calendar days because of additional demolition/modifications, on June 2, 2011, SBRSA realized that it had concerns regarding insufficient detention time in the pump station wet wells and collection system, to allow for the bypassing of force mains (critical path activity) as designed<sup>1,2</sup>. Needless to say, the Specification provided by SBRSA failed to accurately indicate the conditions of the wet well detention time. These errors, resulting from insufficient investigations and arbitrary preparation of contract documents during the design phase, stalled the project for 183 days (*cumulative delay of 209 days, 06/02/2011 – 12/01/2011*) from the date SBRSA identified the discrepancy to the date the site was fully cleared for Tomar to continue with the bypass piping of existing 36-FM as designed. Such delays or their causes were not contemplated by Tomar at the preconstruction meeting held on March 2, 2011.

Tomar experienced seven (7) days of critical path delay (*cumulative delay of 216 days*), starting December 8, 2011 when the PCCP- Ductile Iron adaptor gave way because of a faulty design furnished by SBRSA.

Tomar incurred ten (10) days of delay (*cumulative delay of 226 days*) on the critical path when SBRSA asked Tomar to over excavate the GRT foundation to replace the unsuitable fill material.

Tomar incurred three (3) days of delay (*cumulative delay of 229 days*) on the critical path when SBRSA asked Tomar to over excavate the Headworks Building foundation to replace the unsuitable fill material.

Tomar incurred 45 days of delay on the critical path (*cumulative delay of 274 days*), due to interference with Tomar's means and methods of landfill disposal (discussed in greater detail in the latter portion of this letter).

Tomar's next critical activity on the construction schedule was concrete work. As per Tomar's original construction schedule, the concrete work was slated to begin in summer, precisely on July 25, 2011 and complete work related to Grit Tanks and Headworks Building before beginning of winter, December 19, 2011, allowing 147 days for this activity. Tomar originally planned to pour GRT interior and exterior walls up to the bottom of influent/effluent slab in one pour, perform hydrostatic test up to that point, then backfill the north and south walls to the elevation of the influent and effluent channel floor and use

<sup>1</sup>RRWTP Headworks Facility, 10-1, Action Minutes dated June 2, 2011, Item 6.E

<sup>2</sup> RRWTP Headworks Facility, 10-1, Action Minutes dated July 7, 2011, Item 6.D

compacted backfill as the bottom of the channel(s) form work for the next pour. However, the following two additional requirements which were not part of the Contract delayed the completion of the Contract further.

1. Tomar was directed to provide construction joints with water stop at every 30 feet of run of GRT walls formed by the interruption of concrete placement, which were not part of the contract documents.
2. SBRSA and its design consultants interfered with Tomar's exclusive domain over its means and methods as allowed by Contract (Specification Section 01400, Part 3.01.C), by not allowing it to pour base slabs of influent/effluent channels on grade, citing "academic" reasons<sup>3</sup> and not an expressed contract requirement.

Tomar strove mightily to maintain goodwill by incorporating everything that it was requested to perform, and at the same time compress the schedule to minimize the delays. However, concrete work (started on January 9, 2012) in the winter months in an extreme cold-weather environment was not helpful. As a consequence of design changes and cold-weather, the concrete crews did not work as efficiently as they would under ideal conditions as originally scheduled. Tomar experienced an increase in unit cost for placing concrete. It was also forced to use winter concrete placing techniques, including extra winter protection. All of these extra items were the direct result of the shift in season caused by initial delay and changes to the Project. Concrete during winter time coupled with additional requirements of construction joints, and interferences with Tomar's means and methods of pouring influent/effluent channel slabs took almost twice the amount of time to complete work (278 days) rather than the 147 days originally allocated to the portion of work (*cumulative delay of 405 days*).

Additional work involved in extending 36-inch, 20-inch force mains and 6-inch CW line from the tie-in point as shown on Contract Drawing C-6 to the actually existing location allowed extension of contract time by 53 calendar days (*cumulative delay of 458 days*).

Additional AGC odor control bypass, due to the revelation that odor control ductwork for the existing aerated grit chambers ran through the excavation footprint for the new doghouse manhole as shown on Contract Drawing C-6 allowed extension of contract time by 21 days (*cumulative delay of 479 days*).

Tomar lost 43 days (*cumulative delay of 522 days*) on the critical path, when SBRSA did not initially approve its request for compensation for an additional test pit required due to unforeseen/unknown conditions for determining the location of the proposed doghouse manhole. The Contract required that construction not proceed without such orders. SBRSA had the information available regarding the location of the existing Plant Protection Line (PPL). However, this was omitted from the contract drawings. Finally SBRSA conceded that it erred and gave approval to proceed with the work.

Tomar lost 15 days (*cumulative delay of 537 days*) to furnish and install additional FRP ductwork for the Septage Receiving Bays odor control.

Tomar lost 28 days (*cumulative delay of 565 days*) in the screening and disposal of additional excavated landfill material from the GRT and Headworks footprint.

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<sup>3</sup>RRWTP Headworks Facility, 10-1, Action Minutes dated February 16, 2012, Item 6.D.ii

Tomar lost 11 days (*cumulative delay of 576 days*) when it encountered, and had to subsequently demolish, a massive piece of concrete repair collar surrounding the 42" PCCP.

Demolition of the existing AGC in its entirety, backfill and compaction of the new bio-filter subgrade had been critical for the installation portion of 48/42 -inch Grit Effluent Piping and tying-in to the MA Tank. Upon disposal of grit from Chamber 1 of 4 of AGC, on June 14, 2013, SBRSA informed Tomar that no further loads of grit would be accepted at the disposal facility until an increase in tonnage was approved. The application process for an increase in tonnage was immediately initiated and on June 25, 2013, SBRSA received approval for the tonnage increase. However, due to the subsequent slow pace of grit transportation coordinated by SBRSA, with one truck in operation, grit disposal was completed on July 11, 2013 delaying the project another 28 days (*cumulative delay of 604 days*). The Contract, in Article CA.17 Time for Completion provides "*The time in which the Work is to be performed and completed is of the essence of this AGREEMENT.*" SBRSA's failure to fulfill its fundamental obligation to insure that there is enough tonnage available to dispose of all grit from AGC, and to coordinate, schedule and progress the disposal, without disruptions and work stoppages, thus, constituted a pervasive breach of the Contract. Despite the obligation arising out of a construction contract that the person hiring the work to be done will cooperate with the contractor and will not hinder or delay him in his performance, SBRSA's attempt to make Tomar the insurer of all its errors and oversights are in bad faith and not acceptable. To this, Tomar has prepared a Change Order Proposal No. 28 for the recovery of unabsorbed and extended overhead (\$682,471.68), for the additional 604 days that it spent on the project (see attached Change Order Proposal).

#### **Additional Engineering Fees**

We dismiss SBRSA's claim seeking compensation for additional engineering fees due to delays. Firstly, as discussed above the delays are not attributable to Tomar. Secondly, the Contract does not allow for indemnification of the Owner for any engineering fees. On the contrary, SBRSA may hold its design consultants responsible and liable for all damages caused by their negligent performance.

#### **Equitable Relief for Violation of N.J.A.C 5:34-9.2(b), Delays and Coercion**

SBRSA, as it would later become evident, illegally, and without the required confirmed knowledge of an available equivalent brand as required by statute, sought to obtain Huber mechanical fine screen under the guise of a non-proprietary specification. At the time of bid, having found that Huber was the highest bidder, Tomar used the lowest bid price offered by a reputed 'or equal' manufacturer to be competitive and proffer maximum savings to the ratepayers of SBRSA on this fixed price, lump sum, low bid project.

On July 29, 2011 Tomar submitted the mechanical fine screen as manufactured by E&I Corporation for review and approval. E&I is a division of McNish Corporation, who is also the parent company of Walker Process Equipment which is the '*Basis-of-design*' brand for the grit removal system. Upon submittal review, on September 30, 2011, SBRSA rejected the equipment citing that the manufacturer does not have at least five (5) operating installations that have been in operation for at least five (5) years.

Subsequently, after a preliminary review by KLF, on November 14, 2011, Tomar formally submitted Mahr bar screen as manufactured by Headworks Inc. Headworks is a competing global brand that meets and exceeds the named Huber brand. Upon submittal review, on December 23, 2011, KLF rejected the

proposed Mahr equipment, invariably citing the same reason as the first proposal. By now, multiple attempts by Tomar to provide equivalent brands to Huber for the project have been repeatedly rejected. This, in spite of the fact that proposed brands have been approved and accepted, and been in successful operation at Niagara Falls NY, Urbana Champaign Northeast UCSD-bypass IL, West Haven WPCF CT, and many other national, and international municipal projects.

On January 2, 2012, Tomar sent RFI No.15 to SBRSA seeking names of at least one other manufacturer who was deemed as 'or equal' per N.J.A.C 5:34-9.2(b). On January 19, 2012, SBRSA/KLF responded:

*"An acceptable equivalent cannot be determined until completion of a full shop drawing review. However as an alternative to the Headworks screen and as a potential equivalent to the specified screen from Huber which served as the basis of design, a **potential** option "MACH" screen manufactured by Fairfield Services Co." [Emphasis Added]*

From the above response, it became evident that (i) SBRSA had no prior confirmed knowledge of an available 'or equal' manufacturer and (ii) SBRSA's Specification 11328 Mechanical Fine Screens and Appurtenances is a *per se* illegal proprietary specification, in violation of N.J.A.C 5:34-9.2(b) which states:

*"A contracting agent or purchasing agent shall not use a "brand name or equivalent" unless they have knowledge that at least one equal exists. If there are no equals or if the nature of the brand name good or service effectively restricts bidders to that single good or service, the contracting agent or purchasing agent must consider the matter subject to the provisions of proprietary goods or services at N.J.A.C 5:34-9.1"*

Tomar further reviewed the conformance of MACH screen manufactured by Fairfield Services Co. with the Specification, and found that the "potential equivalent," too, did not have at least five (5) operating installations that had been in operation for at least five (5) years. It became clear that the specifications were unlawfully restrictive, and had been written in a manner that clearly favored Huber as a sole source vendor to furnish mechanical fine screens.

At Tomar's request, on January 25, 2012, a meeting was convened at SBRSA's Operations Building to clarify SBRSA's position regarding the above rejections of mechanical screens. During the meeting Tomar was told point blank that SBRSA will not accept any products other than Huber. Further, SBRSA offered "We are not even asking Tomar about the amount of money it saved by screening landfill material" as a bargaining chip to coerce Tomar into furnishing Huber screens (landfill screening and disposal are discussed later in this letter). SBRSA's varied attempts to force Tomar to furnish Huber screens created real adverseness between the parties. SBRSA being the direct receiver of interpretation from NJDEP regarding requirements of the Sanitary Landfill Disruption Permit, Tomar realized that it could continue to make frivolous obstructions, as it did during shop drawing review with Tomar's means and methods of landfill disposal, and actively interfere with the progress of screening and disposal. Tomar, under duress and in the interest of moving the project forward, conceded to SBRSA's illegal demand, in spite of the fact that it had already passed on savings of \$53,431 directly benefitting SBRSA and its ratepayers as a result of lowered equipment pricing garnered during the open and competitive

bidding process. Yet, SBRSA's unyielding resolve to use a sole source vendor was never misconstrued, nor is the specter of impropriety ignored. Tomar seeks \$53,431 reimbursement for furnishing proprietary Huber mechanical screens against an illegal specification.

### **Breach of Implied Covenant of Good Faith and Fair Dealing**

At the time of bid, based on Tomar's interpretation of Sanitary Landfill Major Disruption Approval ("SLMD Approval") in conjunction with the Geotechnical Report (dated 03/16/2010), the solid waste material below 1-4 feet of cover fill is commingled and graded with cobbles, clayey silt, little fine to coarse sand, and little fine to coarse gravel material. However, response to Question 1 of Addendum No.1 states:

*".. NJDEP has classified all material below the top 1 to 4 feet of cover fill as solid waste and required that this material be disposed at a licensed solid waste facility. The contract shall comply with Major Disruption Approval in Appendix H."*

NJDEP affirms solid waste flow control in Mercer County. Consequently, all municipal solid waste shall go through MCIA transfer station for documentation, and will be transported to GROWS Landfill in PA for disposal. However, in this particular situation, since the solid waste material below the top 1 to 4 feet of cover fill was commingled with earth material, PADEP and GROWS Landfill operator require additional classification and certification for Non Hazardous Material, PCB and full Table A analysis, for every 500 cubic yard of material to be shipped, prior to disposal. Nonetheless, the Contract does not call for sampling, testing, and classification of material below the top 1 to 4 feet of cover fill. This presented avenues for bidders to look at other viable and competitive options of beneficially re-using the fill material, thereby saving the taxpayer money as well as landfill airspace. Accordingly, Tomar submitted its bid, based on screened disposal of excavated material.

In the pre-award meeting with SBRSA, Tomar discussed its intent to screen the excavated material for beneficial reuse. At that time, SBRSA did not offer any specific input/comment. However, during shop drawing review, Tomar was strongly discouraged from carrying out its plan of screening the excavated material. SBRSA/KLF presented stringent NJDEP requirements, and vowed to hold Tomar responsible for every letter of the statute. Tomar, under duress, proceeded with the unscreened disposal of excavated soil. However, two days after the beginning of disposal, on November 03, 2011, the disposal was halted by Waste Management, operators of GROWS landfill, citing additional requirements by PADEP that were clearly outside the scope of the Contract. On the same day, Tomar submitted RFI No. 12 to SBRSA, seeking resolution to the impasse.

SBRSA and KLF realized that the omission of sampling, testing and classification of material below the top 1 to 4 feet of cover fill for PADEP approval from the Contract is a material defect and it would inevitably result in an increase in contract time and cost, if they stayed the course of so called "*disposing of the materials as specified.*" Consequently, SBRSA verbally directed Tomar to proceed with excavation, screening, stockpiling and disposal, in line with its original proposal.

Shortly after the shop drawing approval, and release of Huber mechanical screens for production, SBRSA showed bad faith by backtracking on its gentlemen's agreement with Tomar of the January 25th meeting, by having KLF send a formal response to RFI No. 12. The response was received 266 days after the RFI

was tendered, while Tomar in good faith had already excavated, stockpiled, screened and disposed of solid waste material based on SBRSA's verbal directives. KLF, in its RFI No. 12 response, unjustly dubbed Tomar's original plan of disposal as a "value engineering change" to create further obstructions. The response in pertinent part read as follows:

*"SBRSA recognizes the significant cost differential between disposing of the materials as specified and bid versus re-use of the material as currently proposed. SBRSA further recognizes the substantial amount of effort expended by Omni (and consequent costs incurred by SBRSA) in the identification and facilitation of this disposal alternative. Accordingly, SBRSA acknowledges the proposed course of action as one representing a value engineering change in which SBRSA and the Contractor are mutually entitled to share in the cost savings afforded by the proposed change (as analogously outlined in N.J.S.A 40A:11-16.6 [Local Public Contracts Law])."*

### **Economic Duress and Financial Distress**

On February 15, 2013, SBRSA followed up on its RFI No.12 response with a letter, threatening that it would stop paying Tomar for landfill disposal if Tomar did not submit a credit change order to mutually share the savings realized by disposing of the excavated materials at Burlington County Landfill. Subsequently, SBRSA presented two (2) additional credit change orders, and imposed a range of illegal sanctions on Tomar, such as withholding payment for the disposal of landfill material, shelving processing of five (5) change orders for the work Tomar had already done, and not recognizing and approving legitimate change orders. The said acts of SBRSA actively interfered with Tomar's performance of the Contract and financially strangled Tomar.

Surprisingly, one such credit change order came two years after a value engineering attempt by Tomar. In late March 2011, Tomar initiated an effort to develop a potential cost reduction measure by placing the Headworks Building on mini-piles and leaving the waste materials below the building in place rather than remove and dispose of material as designed. Tomar and its prospective subcontractor Moretrench, conducted a budgetary review with SBRSA, KLF and AECOM, determined that the cost savings to SBRSA would be a few thousand dollars less than SBRSA's pre-established cut-off amount of \$100,000. SBRSA unwilling to take a penny less, asked Tomar to abandon the plan without resulting in a value engineering proposal. After the passage of nearly two years, SBRSA initiated a credit change order claim for reimbursement of costs and fees incurred by KLF/AECOM for the support of Tomar's alternative foundation plan, effectively tightening the reins on Tomar.

A second credit change order stemmed from RFI No.12. As discussed earlier, Tomar tendered the RFI to obtain clarity regarding "*disposing of the materials as specified*" in the face of PADEP requirements that are outside the scope of Contract. Clearly, the Contract has omissions in this regard. It is the Owner's implied obligation during the performance of the project to furnish requested information that may have a bearing on the Contractor's work, at no cost to the Contractor. By forcing this credit change order on Tomar, SBRSA breached its implied obligation, and thereby added significantly to Tomar's financial burden.

On or about April 30, 2013, Tomar met with SBRSA to discuss the landfill disposal issue and other matters. In the meeting, Tomar disagreed with SBRSA's position of considering the screening and disposal of landfill material a "value engineering change," when the Contract contains omissions. However, under severe economic duress, Tomar agreed on the two other credit change orders, so as to have SBRSA immediately release payment they had illegally withheld.

**Violation of New Jersey's Prompt Payment Act N.J.S.A 2A:30A-1**

SBRSA breached the Contract and acted in bad faith, when it illegally withheld money that was already paid to the grit removal system manufacturer, for months on end. Specification Section 11300, Grit Removal System And Appurtenances called for Walker Process Rolling Grit Removal System. By naming Walker Process, however, SBRSA warrants that the specified product is suitable for its intended purpose. Tomar furnished the same grit removal system manufactured by Walker Process, which is the basis of design with no exception. The furnished equipment's compliance and conformance to the contract has been reviewed and verified by KLF. The equipment was successfully started-up and Tomar rendered all manufacturer's services. On November 12, 2013, SBRSA accepted the equipment for beneficial use. Tomar paid the manufacturer in full, less allowed retainage, as required by the LPCL and SBRSA's contract conditions, and proof of payment was submitted to SBRSA as required by the Contract. Subsequently SBRSA arbitrarily and illegally deducted \$50,000 from Tomar's December 2013 payment application, with no agreeable reason furnished. SBRSA did not release the money until April 2014 when Tomar informed SBRSA that it would pursue legal action.

It is evident that SBRSA actively impeded, and delayed the project at various times. Also, SBRSA repeatedly refused to make timely payments required by the Contract, all of which constitute a breach of Contract. To say the least, Tomar was always disadvantaged in performing the contract. While Tomar's goal continues to be the resolution of this project in a manner that is mutually acceptable to all parties, our foregoing explanations and contentions shall serve as a final effort to recompense Tomar for sufferings and losses we have endured (through no fault of our own) heretofore through an amicable settlement. The failure of such an effort will force Tomar to refer this to the authority having jurisdiction to judge on these matters of dispute, including but not limited to SBRSA's and its representative's self-serving "professional" determinations in an attempt to willfully conceal facts and misuse bureaucratic power dissipated in the Government, against a minority (DBE) contractor.

However, and as previously stated, Tomar is willing to resolve all the foregoing issues amicably and acceptably to all parties, and would be available to meet with you in this regard at the earliest.

Sincerely,



Thomas G. Mottackal  
President

Encl: (3) Attachments

c: John Kantorek, SBRSA Executive Director (email only)  
Courtney Bixby, SBRSA Asst. Engineering Manager (email only)  
Timothy Bradley, P.E., Klienfelder (email only)

**Attachment No. 1****Geo John**

---

**From:** Hagedorn, Greg (Grand Prairie) USA [Greg.Hagedorn@hanson.biz]  
**Sent:** Wednesday, June 10, 2015 8:47 AM  
**To:** Geo John  
**Subject:** RE: PCCP- Transition Adapter  
**Attachments:** SKM\_C3350150610064200.pdf

Geo,

You are absolutely correct, the suggested tack weld is only to hold the Adapter in place during installation. I have attached an example drawing showing/explaining the method of welding the joint for restraint. Amount of weld is based on working pressures, etc., depends on the circumstances.

Thanks

**Greg J. Hagedorn**  
Miscellaneous Project/Product Sales

Hanson Pressure Pipe  
1003 MacArthur Blvd.  
Grand Prairie, Texas 75050

Tel: (972)266-7536  
Cell: (214)846-7935  
Fax: (972)266-7584

[greg.hagedorn@hanson.com](mailto:greg.hagedorn@hanson.com)  
[www.Hanson.com](http://www.Hanson.com)

**From:** Geo John [mailto:geo@tomarconstruction.com]  
**Sent:** Wednesday, June 10, 2015 6:40 AM  
**To:** Hagedorn, Greg (Grand Prairie) USA  
**Subject:** RE: PCCP- Transition Adapter

Greg,

Thank you for sending me the information. In one of our projects, the Engineer was suggesting to tack-weld the joint as described in the attached installation procedure(page 3), as a method for thrust restraining. Could you please confirm that the 'tack-weld' described in your procedure is a suggested method of to hold the components in place during construction, and not a thrust restraining procedure?

Thank you.

**Geo John**  
**Tomar Construction Group**  
18 Connerty Court,  
East Brunswick, New Jersey 08816  
P (732) 238-0700 | F (732) 238-0701  
C (732) 668-1218

**From:** Hagedorn, Greg (Grand Prairie) USA [mailto:Greg.Hagedorn@hanson.biz]  
**Sent:** Wednesday, June 03, 2015 2:34 PM

**to:** Geo John

**Subject:** RE: PCCP- Transition Adapter

Pease see attached

**Greg J. Hagedorn**  
Miscellaneous Project/Product Sales

Hanson Pressure Pipe  
1003 MacArthur Blvd.  
Grand Prairie, Texas 75050

Tel: (972)266-7536  
Cell: (214)846-7935  
Fax: (972)266-7584

[greg.hagedorn@hanson.com](mailto:greg.hagedorn@hanson.com)  
[www.Hanson.com](http://www.Hanson.com)

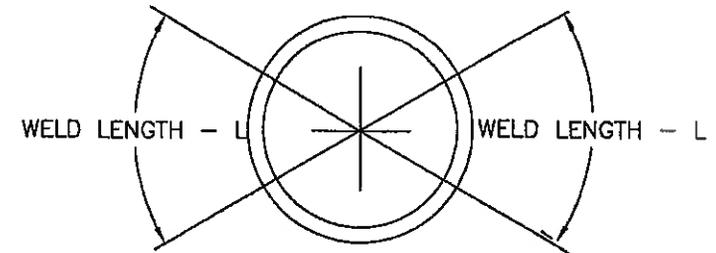
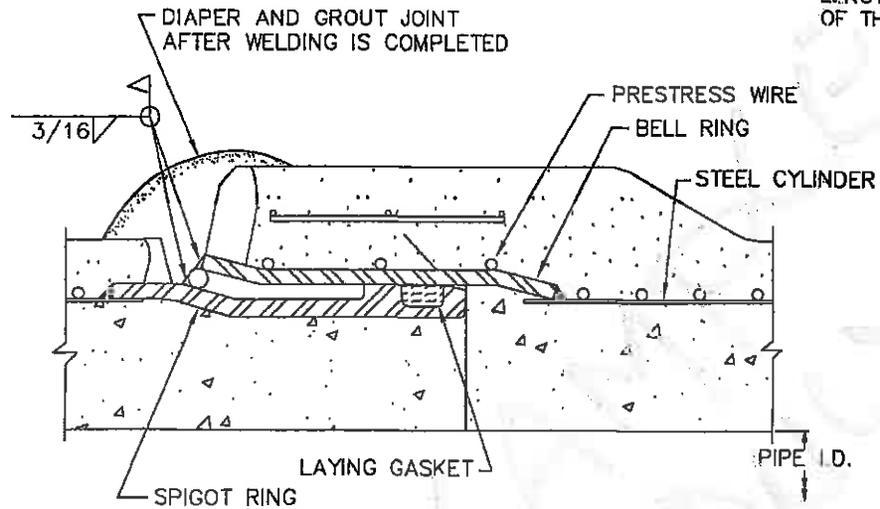
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**From:** Geo John [<mailto:geo@tomarconstruction.com>]  
**Sent:** Wednesday, June 03, 2015 1:24 PM  
**To:** Hagedorn, Greg (Grand Prairie) USA  
**Subject:** RE: PCCP- Transition Adapter

Greg,  
As we discussed, please send me the joint restraining procedure.  
Thanks

Geo John  
**Tomar Construction Group**  
18 Connerty Court,  
East Brunswick, New Jersey 08816  
P (732) 238-0700 | F (732) 238-0701  
C (732) 668-1218

NUMBER OF EXISTING JOINTS TO BE TIED FOR THRUST RESTRAINT SHOULD BE DETERMINED AFTER FIELD VERIFICATION OF EXISTING PIPE LENGTH. TOTAL REQUIRED RESTRAINED PIPE LENGTH ON EACH SIDE OF THE ELBOW IS 48 FEET FROM CENTER OF THE ELBOW.



WELD LENGTH,  $L = 24"$   
 (48" TOTAL WELD PER JOINT)  
 (BASED ON 45 DEGREE ELBOW AT 126 PSI)

**NOTE:**

1. WELDS MUST BE HIGH QUALITY AND OF SUFFICIENT PENETRATION TO DEVELOP THE STRENGTH OF THE STEEL CYLINDER.
2. FILLER ROD MUST BE MILD, LOW-CARBON STEEL SUCH AS ASTM A36 OR ASTM A283.
3. STEEL JOINT RINGS ARE FABRICATED FROM MILD, LOW CARBON STEEL.
4. MAKE WELDS IN A SERIES OF 6" LONG SEGMENTS TO AVOID OVERHEATING THE RUBBER GASKET.
5. PORTIONS OF THE JOINT CIRCUMFERENCE TO BE WELDED DEPENDS UPON THE LONGITUDINAL THRUST TO BE RESTRAINED (SEE DETAIL).
6. SUGGESTED STICK ELECTRODES ARE E6010 OR E6011.

49557-A REV.C

  
 HEIDELBERGCEMENT Group  
 Hanson Pressure Pipe

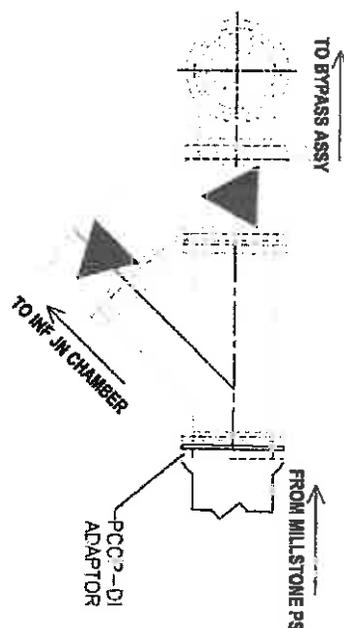
16"-36" L-301 DEEP JOINT

DRAWN BY:  
 APPR. BY:  
 DATE:

DWG. NO.  
 -DR  
 REV.

## Attachment No. 2

Orientation of piping due to differing site conditions, the WYE assembly is configured as follows:



Thrust forces developed at PCCP-DI adaptor would be:

1. The vector sum of thrust forces transferred from WYE fitting due to flow impediment at Inf Jn Chamber branch and thrust forces developed due to change in pipeline direction at 90 degree bend.
2. Thrust forces at the location where DIP is connected in-line to an existing PCCP of different sealing diameters.

I. **Thrust forces transferred from WYE Fitting will be:**

**Design Parameters:**

Internal design pressure (P) = 100 lb/in<sup>2</sup> per Contract Drawing M-2, Process Piping Schedule

Pipe outside diameter (OD) = 38.30 inches (AWWA C150/A21.50)

Area = pipe cross sectional area (A) =  $(\pi \times (\text{OD})^2 + 4) = 3.14 \times (38.30)^2 + 4 = 1,152.09 \text{ in}^2$

$$F_{\text{ADAPTOR}} = P_{\text{INF JN Chamber}} (\text{Cos } 45) \times A_{\text{INF JN Chamber}} + P_{\text{BYP ASSY}} \times A_{\text{BYP ASSY}}$$

$$F_{\text{ADAPTOR}} = 100 \text{ lb/in}^2 (\text{Cos } 45) \times 1,152.09 \text{ in}^2 + 100 \text{ lb/in}^2 \times 1,152.09 \text{ in}^2$$

$$F_{\text{ADAPTOR}} = 1,608,074 \text{ lb}$$

## II. Unbalance thrust forces due to different pipe material

Existing 36" PCCP, SP-5 Force Main, Sealing diameter = 41.00 inches

Proposed 36" DIP, Force Main, Sealing diameter = 38.30 (AWWA C150/A21.50)

Design Pressure = 100 lb/in<sup>2</sup>

$$A_{DIP} = \text{pipe joint cross sectional area (sealing diameter)}$$

$$= (\pi \times (OD)^2 \div 4) = 3.14 \times (38.30)^2 \div 4 = 1,152.09 \text{ in}^2$$

$$T_{DIP} = \text{Thrust for 36" DIP}$$

$$= A_{DIP} \times P$$

$$= 1,152.09 \text{ in}^2 \times 100 \text{ lb/in}^2$$

$$= 115,209 \text{ lb}$$

$$A_{PCCP} = \text{pipe joint cross sectional area (sealing diameter)}$$

$$= (\pi \times (OD)^2 \div 4) = 3.14 \times (41.00)^2 \div 4 = 1,320.25 \text{ in}^2$$

$$T_{PCCP} = \text{Thrust for 36" PCCP}$$

$$= A_{PCCP} \times P$$

$$= 1,320.25 \text{ in}^2 \times 100 \text{ lb/in}^2$$

$$= 132,025 \text{ lb}$$

$$F_{unbalanced} = \text{Unbalanced Thrust} = P (A_{PCCP} - A_{DIP})$$

$$= 100 \text{ lb/in}^2 (1,320.25 \text{ in}^2 - 1,152.09 \text{ in}^2)$$

$$F_{unbalanced} = 16,816 \text{ lb}$$

$$\text{Total Thrust Forces } F_{Total} = F_{ADAPTOR} + F_{unbalanced}$$

$$= 196,674 \text{ lb} + 16,816 \text{ lb}$$

$$F_{Total} = 213,490 \text{ lb}$$

Assume the weld strength is 60,000 lb/in<sup>2</sup>, equal to tensile strength of base metal.

Thrust force resisted by tack welding = 60,000 lb/in<sup>2</sup> x 2.60 in<sup>2</sup> = 156,000 lb < 213,490 lb

Therefore 2.60 in<sup>2</sup> is not sufficient to resist the total thrust.

**Headworks Facilities Project, Contract 10-1  
Stony Brook Regional Sewerage Authority**

**Change Order Proposal No. 28  
Extended & Unabsorbed Overhead Due to Delays**

Contract Duration of Headworks Project - 550 days

Project Revenue, or Total Project Cost - \$9,493,000

Total Home Office Overhead For Contract Period - \$1,532,564

Total Company Revenue For the Contract Period - \$23,409,206

Calendar Days of Delay - 604 days

**% Project Revenue**

$$\begin{aligned}
 &= (\text{Project Revenue})/(\text{Total Company Revenue For Contract Period}) \\
 &= (\$9,493,000)/(\$23,409,206) \\
 &= 0.4055 (40.55\%)
 \end{aligned}$$

**Home Office Overhead Allocated to the Project**

$$\begin{aligned}
 &= (\% \text{ Project Revenue of Total Revenue}) \times (\text{Total Home Office Overhead For Contract Period}) \\
 &= 0.4055 \times \$1,532,564 \\
 &= \$ 621,454.70
 \end{aligned}$$

**Daily Rate of Home Office Over Head on Project**

$$\begin{aligned}
 &= (\text{Home Office Overhead Allocated to the Project})/\text{Contract Time} \\
 &= (\$621,454.70) / 550 \\
 &= \$1,129.92
 \end{aligned}$$

**Extended or Unabsorbed Home Office Overhead on the Project**

$$\begin{aligned}
 &= (\text{Calendar Days of Delay}) \times (\text{Daily Rate of Home Office Overhead}) \\
 &= 604 \text{ days} \times \$1,129.92 \\
 &= \mathbf{\$682,471.68}
 \end{aligned}$$

## MEMO

**DATE:** August 17, 2015

**TO:** John Kantorek, Toni Pchola

**FROM:** Bob Reilly

**SUBJECT:** Infrastructure Recommendations

The initial engagement from EMA was to focus on the following short term goals:

*Develop IT Governance – started*  
*Develop IT Policies – draft submitted*  
Develop Skills Inventory and Training program for staff – not started  
**Develop IT Asset Management and Design Documentation - done**  
Develop IT Asset Lifecycle Management – part of plan below  
**Migrate Superbase to a virtual environment - done**

In learning more about the environment and in working closely with the Assistant IT Manager, several areas of concern have risen to the top that may supersede some of the original plans. The need for a consistent computing environment with a well thought out TO-BE plan has become a priority. Many of the recommendations that EMA is proposing would be better served on a stronger IT foundation and would have a greater impact. As such, I have focused my efforts on assisting the Authority in putting together this plan.

The first area of concern is the physical layer which includes wiring, fiber, patch panels, etc. The current design has very dated wiring running to the office of the CFO and then running on a single copper cable to the current server room'. The date of the wiring is a concern as is the overall design. I would propose running all new category 6A (CAT6) to all locations. Planning the locations for each drop would eliminate the need for small inexpensive switches at locations spread out all over the plant. These are a security risk as well as a failure point. Much of the fiber within the plant would not need to be replaced but newer communications switches would eliminate the need for fiber to copper converters which are at every fiber termination point. These are also a common failure point. This overall plan would need to be professionally designed and installed by a licensed low voltage contractor.

In planning for a new wiring plan, EMA would also recommend creating runs to a new server room location. We have decided that a closet on the second floor that is nearly 8' x 10' in size could act as a cabling room/server room. This would mean that the Authority would have to commit to creating a viable room with proper power and proper cooling for the equipment.

Generator backup would also be needed. A plan with these specifics is currently being developed.

The equipment that would furnish this room would also need to be upgraded and replaced. Much of the communication equipment is very old and long past any type of warranty or support. Several pieces of communication equipment are just not commercial and/or industrial grade and should be replaced. The server and PC equipment is also a mix of different types of systems, sizes, manufacturers and even operating systems. We would propose creating a standard for desktops and servers with a supportable, consistent design. These would also become part of the replacement lifecycle with PC's being replaced every 3 years and servers/storage equipment being replaced every 5 years. This should be budgeted and planned well in advance.

Our new server/switch design is detailed in the drawing included. This design would create a consistent server and storage environment with multiple redundancy options and paths. This lowers the risk of a single piece of equipment causing a major outage to a very low level. Once designed and setup correctly, this should support the Authority for years and maintenance on any piece of equipment should cause little to no downtime whatsoever. The operating system would be a virtual operating system based on Windows Server 2012 R2 with Hyper-V. This would also allow the authority to raise its functional Active Directory level to Windows 2012 R2. The current Active Directory is at Windows 2003 level which is no longer supported by Microsoft.

PC's would also be bought from the same state contracted vendor on a similar platform. We would recommend replacing as many of the PC's at once as possible. The quote for PC's is included in the attached spreadsheet. The more PC's that can be bought that is the same hardware and design, the easier it will be in the future to support and maintain.

There are several support level recommendations to assist in efficiency. EMA recommends maintaining a PC image that can be quickly rolled out on new PC's or refreshed on current PC's. This is a best practice and saves 100's of hours of manually building PC's. We have included an image management system to give the Authority this capability.

Backups are another area of concern. The current effort is disjointed and not very clear. Also, the time spent on a full backup for the Authority is nearly 40 hours. There are many ways including disk to disk backups and cloud providers that can make this process streamlined. This also lends itself to a risk in the case of a recovery. This could mean a full recovery of the environment may take weeks.

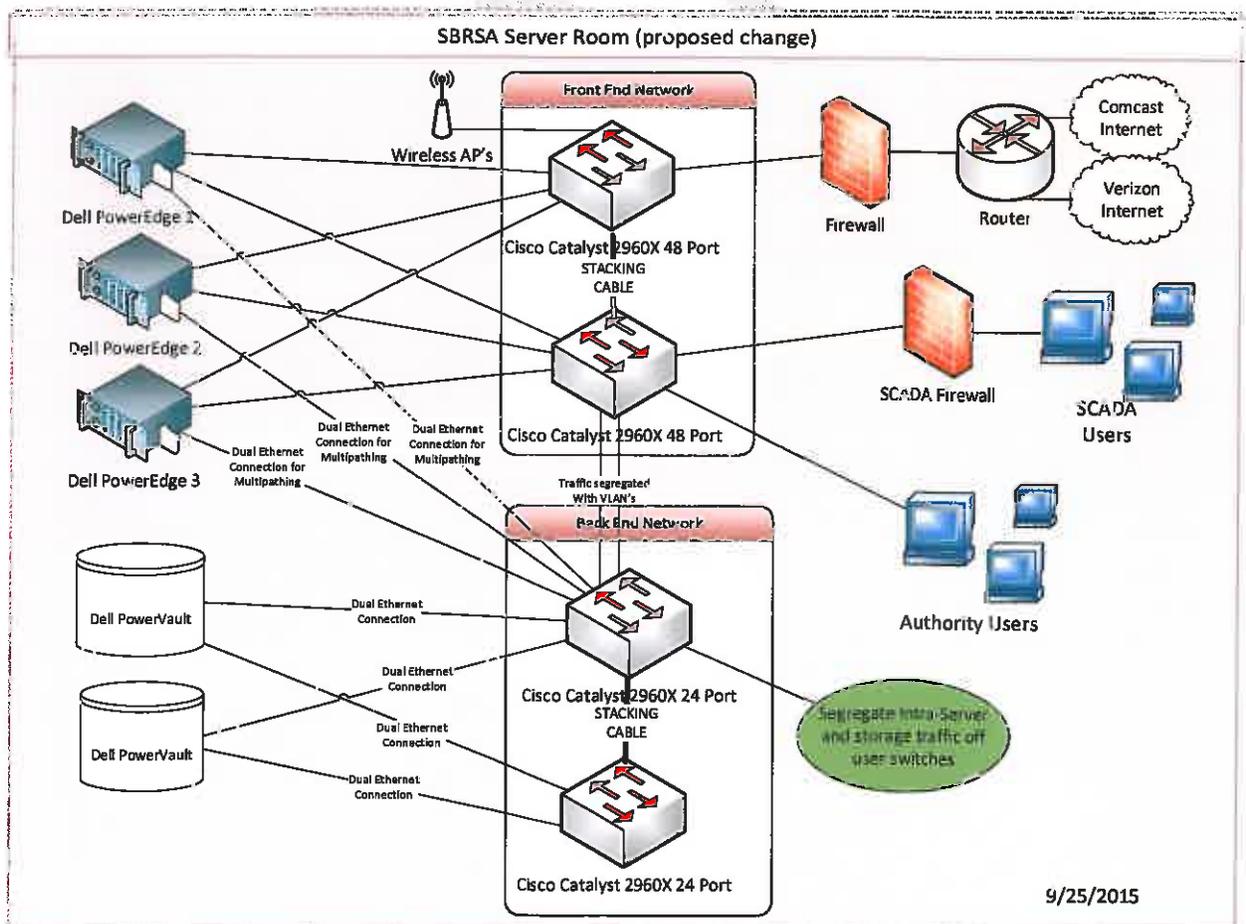
We have also included plans for creating multiple internet providers as the Authority will need consistent, reliable speed in the future as more and more applications are hosted. The Authority has recently begun using MPulse which is a hosted computer maintenance management system (CMMS). Having multiple aggregated links from different providers should ensure a permanent connection and little to no downtime from a provider line cut.

There are several items in the proposal that should also be considered as part of a phase 2. These include adding a secure wireless network with access points at several buildings around the plant. This would allow mobile field work for maintenance and operations staff. We also propose upgrading the current firewall and adding a separate firewall to separate the office network from the plant SCADA network. This is a common practice and is recommended by NIST for critical infrastructure protection.

### Overall Benefits

The overall design is one of creating a more reliable, standardized approach that will require less maintenance. The goal of an IT department should not be to constantly put out 'fires' but to act as a strategic partner and align technology with the the business needs of the Authority. We feel this plan starts down that path and will allow a better implementation of disaster recovery and governance programs.

### Proposed TO-BE Server Room and Network Design



SBRSA Phase 1 Equipment Infrastructure Roadmap

Area	Quantity	Description	Price (ea.)	Capital Costs - Phase 1	Maintenance or Annual Cost	Notes
<b>Physical</b>	1	Cabling, patch panels, wire mgmt, comm rack	\$ 15,000.00	\$ 15,000.00		
	1	HVAC Upgrade for new Server room	\$ 4,000.00	\$ 4,000.00	\$ 500.00	minimum 1 ton
	1	Power Upgrade for new Server room	\$ 1,000.00	\$ 1,000.00		
	1	Server Rack	\$ 1,100.00	\$ 1,100.00		
	4	UPS	\$ 1,200.00	\$ 4,800.00		
	4	PDU	\$ 500.00	\$ 2,000.00		
	1	KVM System/Slide out monitor and keyboard	\$ 1,200.00	\$ 1,200.00		
<b>PC's</b>						
	43	24" Monitor	\$ 233.99	\$ 10,061.57		
	43	Dell Optiplex SFF PC's	\$ 1,227.82	\$ 52,796.26		standard PC for SCADA and Office
<b>Servers</b>						
	2	PowerVault NX3230	\$ 13,400.00	\$ 26,800.00		
	3	PowerEdge R430	\$ 4,600.00	\$ 13,800.00		
<b>Switches/Comm</b>						
	6	Cisco 2960-X 48 Port POE switches	\$ 3,975.03	\$ 23,850.18	\$ 4,500.00	4 Server room, 2 CEM
	3	Cisco Fex Stack Plus cable	\$ 414.95	\$ 1,244.85	\$ 200.00	
	6	Cisco Smartnet extended agreement	\$ 415.00	\$ 2,490.00		
	4	Cisco 3000 Industrial switches POE	\$ 900.00	\$ 3,600.00	\$ 800.00	Filter, Sludge Chemical, Headworks
	10	Cisco Fiber SFP MM	\$ 200.00	\$ 2,000.00	\$ 400.00	

SBRSA Phase 1 Equipment Infrastructure Roadmap

Area	Quantity	Description	Price (ea.)	Capital Costs - Phase 1	Maintenance or Annual Cost	Notes
<b>Software</b>						
	4	Microsoft Windows Server 2012 R2	\$ 2,300.00		\$ 9,200.00	3 year cost then SA only
	1	SQL Server Standard	\$ 700.00		\$ 700.00	3 year cost then SA only
	10	SQL Server User CALs	\$ 25.00		\$ 250.00	3 year cost then SA only
	41	Microsoft Core CAL	\$ 88.00		\$ 3,608.00	3 year cost then SA only
	41	Office 365 E3 (includes Exchange online)	\$ 192.00		\$ 7,872.00	
<b>Management</b>						
	1	Dell Kace Endpoint System Management (VK2100S)	\$ 8,276.51	\$ 8,276.51		Image Management
	1	Dell Kace Deployment Appliance (VK1100S)	\$ 11,774.51	\$ 11,774.51		Asset Management/Helpdesk
				<b>PHASE 1</b>	<b>MAINTENANCE OR ANNUAL COST</b>	
			<b>Totals:</b>	<b>\$ 185,793.88</b>	<b>\$ 28,030.00</b>	

Area	Quantity	Description	Price (ea.)	Capital Costs - Phase 2	Maintenance	Notes
<b>Switches/Comm</b>						
	1	SCADA Firewall	\$ 14,000.00	\$ 14,000.00	\$ 2,500.00	
<b>Wireless</b>						
	4	Aerohive AP390	\$ 999.00	\$ 3,996.00	\$ 800.00	Chem, Filter, Sludge, Headworks
	9	Aerohive AP390 - Main office	\$ 999.00	\$ 8,991.00	\$ 1,800.00	
	13	POE Adapter	\$ 99.00	\$ 1,287.00	\$ 250.00	
	1	Hive Manager Online	\$ 200.00		\$ 200.00	
<b>Software</b>						
	1	Backup Upgrade/Disaster Recovery	\$ 10,000.00	\$ 10,000.00	\$ 1,500.00	Disk to Disk to Cloud backup
<b>Management</b>						
	1	APC Environmental Monitoring	\$ 1,600.00	\$ 1,600.00	\$ 300.00	
<b>Redundant Internet</b>						
	1	Verizon Fios	\$ 3,000.00		\$ 3,000.00	annual cost (\$250 per month)
	1	Additional Router	\$ 4,000.00	\$ 4,000.00	\$ 700.00	
				<b>PHASE 2</b>	<b>MAINTENANCE OR ANNUAL COST</b>	
			<b>Totals:</b>	<b>\$ 43,874.00</b>	<b>\$ 11,050.00</b>	

# **STONY BROOK REGIONAL SEWERAGE AUTHORITY**

## **Finance**

## Stony Brook Regional Sewerage Authority

### Summary of Key Financial Figures

September 28, 2015

<u>Page No.</u>	<u>Item</u>	<u>August 31, 2015</u>	<u>July 31, 2015</u>
	Voucher List	\$ 1,253,322.14	\$ 1,055,338.11
	Voucher List-supplemental list		
1	Net Income (Loss)	\$ 728,904.00	\$ 669,841.00
6	Total Cash & Investments	\$ 20,241,549.00	\$ 18,032,780.00
6	Average Interest Rate	0.22%	0.19%
7	Total Current Projects Balance	\$ 17,487,095.00	\$ 18,421,142.00
8	Current Funding Sources	\$ 20,049,143.00	\$ 20,119,714.00
9	Summary of Outstanding Bond Issues	\$ 23,649,523.00	\$ 23,649,523.00
10	NJ Cash Management Yield	0.12%	0.10%

#### Action Items and FYI items

Resolution #2015-48, Payment of Bills and Claims

Resolution #2015-49, 2016 Authority Budget Resolution

FYI - 2016 Estimated Charge Update

FYI - Monthly Sludge Business Analysis

FYI - SBRSA Yearly Sludge Business Results (2007 through 2014)

> Further details of the above are provided in the attached schedules.

> Figures are unaudited.

**RESOLUTION REGARDING PAYMENT OF BILLS AND CLAIMS**

Resolution No. 2015-48

Dated: September 28, 2015

**WHEREAS**, the Stony Brook Regional Sewerage Authority received certain claims against it by way of voucher, and

**WHEREAS**, the staff and Authority members have reviewed said claims,

**NOW, THEREFORE, BE IT RESOLVED** by Stony Brook Regional Sewerage Authority that these claims in the total amount of \$1,253,322.14 be approved for payment with checks bearing two authorized signatures instead of three authorized signatures.

\_\_\_\_\_  
**CHAIRMAN**

\_\_\_\_\_  
**TREASURER**

\_\_\_\_\_  
**EXECUTIVE DIRECTOR**

MOVED:

SECONDED:

ADOPTED: September 28, 2015

<u>Recorded Vote:</u>	<u>AYE</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Robert A. Bartolini				
Harry Compton				
Gale D. Downey				
David A. Goldfarb				
C. Schuyler Morehouse				
Bharat Patel				

I HEREBY CERTIFY that the forgoing is a true and accurate copy of a Resolution adopted by the Stony Brook Regional Sewerage Authority at their Board Meeting on September 28, 2015.

\_\_\_\_\_  
John Kantorek, P.E., Secretary

\_\_\_\_\_  
Date

09/24/15  
 ACCOUNTING PERIOD: 10/15

STONY BROOK REGIONAL SEWERAGE AUTHORITY  
 CHECK REGISTER - BY FUND

PAGE 1

SELECTION CRITERIA: transact.ck\_date between '09/01/2015' and '09/30/2015'

FUND = 0001 - GENERAL FUND

CASH ACCT	CHECK NUMBER	DATE ISSUED	VENDOR	DEPT/UNI	DESCRIPTION	AMOUNT
0001	048476	09/15/15	897NEW New Jersey, Labor & Workf	1000	'14 SUI/DI Assessment	534.59
0001	048477	09/28/15	1000BU 1000 Bulbs.Com	59989	Bulbs	431.21
0001	048478	09/28/15	932ADP ADP, LLC	1000	Payroll Serv Wkend 9/5	155.57
0001	048478	09/28/15	932ADP ADP, LLC	1000	Payroll Wk 8/15	168.48
0001	048478	09/28/15	932ADP ADP, LLC	1000	Payroll Wk 8/29	152.56
0001	048478	09/28/15	932ADP ADP, LLC	1000	Payroll Serv Wkend 9/12	165.95
0001	048478	09/28/15	932ADP ADP, LLC	1000	Payroll Wk 8/22	201.01
	TOTAL CHECK					843.57
0001	048479	09/28/15	240AEC AECOM	1000	General Advice -8/14/15	1,892.96
0001	048479	09/28/15	240AEC AECOM	0001	Air Compressor -9/11/15	4,639.32
0001	048479	09/28/15	240AEC AECOM	0001	Air Compressor Design-Aug	12,250.24
	TOTAL CHECK					18,782.52
0001	048480	09/28/15	277ACC Accurate Waste Removal Se	34994	Hl Liq Sludge Aug'15 Penn	3,760.50
0001	048480	09/28/15	277ACC Accurate Waste Removal Se	35994	Hl Liq Sludge Aug'15 Penn	3,277.50
0001	048480	09/28/15	277ACC Accurate Waste Removal Se	35994	Hl Liq Sludge Adj. Jul'15	27.30
0001	048480	09/28/15	277ACC Accurate Waste Removal Se	34994	Hl Liq Sludge Adj. Jul'15	27.30
	TOTAL CHECK					7,092.60
0001	048481	09/28/15	146ALB Albertus Engineering	53052	Inc. #1 Repairs Aug'15	27,480.00
0001	048482	09/28/15	213ALL Allied Electronics Inc	49989	Relay	55.00
0001	048483	09/28/15	876AME American Wear	3000	Uniforms wk 9/11	130.52
0001	048483	09/28/15	876AME American Wear	3000	Uniforms wk end 8/28	130.52
0001	048483	09/28/15	876AME American Wear	5000	Uniforms wk end 8/28	124.32
0001	048483	09/28/15	876AME American Wear	2000	Uniforms wk 9/11	15.93
0001	048483	09/28/15	876AME American Wear	59989	Mat serv wk 9/18	78.00
0001	048483	09/28/15	876AME American Wear	6000	Uniforms wk end 8/21/15	5.41
0001	048483	09/28/15	876AME American Wear	3000	Uniforms wk end 8/21/15	130.52
0001	048483	09/28/15	876AME American Wear	5000	Uniforms wk end 8/21/15	124.32
0001	048483	09/28/15	876AME American Wear	6000	Uniforms wk 9/18	5.41
0001	048483	09/28/15	876AME American Wear	3000	Uniforms wk 9/18	130.52
0001	048483	09/28/15	876AME American Wear	5000	Uniforms wk 9/18	124.32
0001	048483	09/28/15	876AME American Wear	4000	Uniforms wk 9/18	47.80
0001	048483	09/28/15	876AME American Wear	2000	Uniforms wk end 8/21/15	15.93
0001	048483	09/28/15	876AME American Wear	4000	Uniforms wk 9/11	47.80
0001	048483	09/28/15	876AME American Wear	2000	Uniforms wk 9/4	15.93
0001	048483	09/28/15	876AME American Wear	6000	Uniforms wk end 8/28	5.41
0001	048483	09/28/15	876AME American Wear	4000	Uniforms wk end 8/28	47.80
0001	048483	09/28/15	876AME American Wear	2000	Uniforms wk end 8/28	15.93
0001	048483	09/28/15	876AME American Wear	4000	Uniforms wk 9/4	47.80
0001	048483	09/28/15	876AME American Wear	4000	Uniforms wk end 8/21/15	47.80
0001	048483	09/28/15	876AME American Wear	59989	Mat serv wk 9/4	78.00
0001	048483	09/28/15	876AME American Wear	2000	Uniforms wk 9/18	15.93
0001	048483	09/28/15	876AME American Wear	59989	Mat serv wk 9/11	78.00
0001	048483	09/28/15	876AME American Wear	59989	Mat serv wk end 8/28	78.00
0001	048483	09/28/15	876AME American Wear	6000	Uniforms wk 9/11	5.41

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STONY BROOK REGIONAL SEWERAGE AUTHORITY  
 CHECK REGISTER - BY FUND

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FUND = 0001 - GENERAL FUND

CASH ACCT	CHECK NUMBER	DATE ISSUED	VENDOR	DEPT/UNI	DESCRIPTION	AMOUNT
0001	048483	09/28/15	876AME American Wear	6000	Uniforms wk 9/4	5.41
0001	048483	09/28/15	876AME American Wear	59989	Mat serv wk end 8/21/15	78.00
0001	048483	09/28/15	876AME American Wear	3000	Uniforms wk 9/4	130.52
0001	048483	09/28/15	876AME American Wear	5000	Uniforms wk 9/4	124.32
0001	048483	09/28/15	876AME American Wear	5000	Uniforms wk 9/11	124.32
	TOTAL CHECK					2,009.90
0001	048484	09/28/15	186APP Applied Analytics, Inc.	49995	Parts - H2S Sensors - FBP	702.00
0001	048484	09/28/15	186APP Applied Analytics, Inc.	41235	Sensor Replace - Biofltr	450.00
	TOTAL CHECK					1,152.00
0001	048485	09/28/15	707AVA Avaya	1000	Serv Agree. Phones Sep'15	750.99
0001	048486	09/28/15	286AVO Avon Carpet Cleaning	59988	Carpet Cleaning Aug'15	175.00
0001	048487	09/28/15	856BUC Buckman's Inc.	32064	Hypoch. 15% ld29 9/3	2,822.98
0001	048487	09/28/15	856BUC Buckman's Inc.	32064	Hypochlo 15% ld27 8/14	2,956.00
0001	048487	09/28/15	856BUC Buckman's Inc.	34004	25% Caustic Hope. 8/15/15	618.75
0001	048487	09/28/15	856BUC Buckman's Inc.	32064	Hypochl. 15% Ld28 8/24	3,182.87
	TOTAL CHECK					9,580.60
0001	048488	09/28/15	223BUR Burlington Safety Laborat	6000	Arc flash gloves	507.37
0001	048489	09/28/15	123CAR Career Track	59989	Training	149.00
0001	048490	09/28/15	876CAR Carnevale Disposal Compan	59989	20Yrd Trash Dumpster 9/2	565.00
0001	048491	09/28/15	874CEN Centerpoint Associates, I	0001	Scrubber Sys. -8/25/15	334,706.25
0001	048492	09/28/15	456CEN Central Jersey Waste and	39985	Trash Pkup Oct'15	245.00
0001	048492	09/28/15	456CEN Central Jersey Waste and	39985	Trash pkup to 9/30/2015	221.75
	TOTAL CHECK					466.75
0001	048493	09/28/15	837CER Certified Health & Safety	6000	Respirator training	995.00
0001	048494	09/28/15	071CHA Chavond-Barry Eng. Corp.	0001	Incinerator Imp. July'15	8,877.00
0001	048495	09/28/15	789COM Comcast	4000	Cable Serv 8/14-9/13 HP.	232.85
0001	048495	09/28/15	789COM Comcast	4000	Cable Serv 9/10-10/9 Penn	122.85
0001	048495	09/28/15	789COM Comcast	4000	Cable Serv 9/14-10/13 HP	232.85
0001	048495	09/28/15	789COM Comcast	4000	Cable Serv 9/17-10/16 RR	227.85
	TOTAL CHECK					816.40
0001	048496	09/28/15	084COO Cooper Pest Control, Inc.	6000	Upst. Pest Serv. Pen Sep.	45.00
0001	048496	09/28/15	084COO Cooper Pest Control, Inc.	6000	Pest Control Sept'15 RR	50.56
0001	048496	09/28/15	084COO Cooper Pest Control, Inc.	6000	Upst. Pest Serv. Aug'15	45.00
0001	048496	09/28/15	084COO Cooper Pest Control, Inc.	6000	Pest Serv. Aug'15	50.56
0001	048496	09/28/15	084COO Cooper Pest Control, Inc.	6000	Upst. Pest Serv. Aug'15	45.00
	TOTAL CHECK					236.12
0001	048497	09/28/15	240CRO Crompco LLC	6000	UST cathodic testing	430.00

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STONY BROOK REGIONAL SEWERAGE AUTHORITY  
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FUND = 0001 - GENERAL FUND

CASH ACCT	CHECK NUMBER	DATE ISSUED	VENDOR	DEPT/UNI	DESCRIPTION	AMOUNT
0001	048498	09/28/15	208CRY Crystal Springs	3000	Bottle water & Sup Aug'15	281.00
0001	048499	09/28/15	938DIG DIGI-KEY Corp	43082	Batteries for GE PLC	60.31
0001	048500	09/28/15	365DLT DLT Solutions, LLC	4000	AutoCAD-LT renewal 1-yr	342.04
0001	048501	09/28/15	257DET Detection Instruments Cor	39995	OdaLog Calibration	201.01
0001	048502	09/28/15	987DIR Direct Energy Business Ma	3000	Natural Gas Supply Aug'15	36,620.89
0001	048503	09/28/15	328ECT ECT Manufacturing, Inc.	2000	Sampler tubing	119.00
0001	048504	09/28/15	326EMA EMA	0001	It Manag. Serv. -7/31/15	13,051.65
0001	048504	09/28/15	326EMA EMA	0001	IT Management Serv Aug'15	14,349.63
	TOTAL CHECK					27,401.28
0001	048505	09/28/15	827EVO Evoqua Water Technologies	32068	Odor -Textone Xl 9/3 ld7	7,503.60
0001	048505	09/28/15	827EVO Evoqua Water Technologies	2000	Serv Lab Dept 9/10/15	525.00
	TOTAL CHECK					8,028.60
0001	048506	09/28/15	497FIS Fisher Scientific Co.	2000	SOD Thiosulfate	76.45
0001	048506	09/28/15	497FIS Fisher Scientific Co.	2000	Stopper BOD Bottle	108.54
	TOTAL CHECK					184.99
0001	048507	09/28/15	572FRE Freehold Cartage, Inc.	59989	Slag Cont. Rental Aug'15	175.00
0001	048508	09/28/15	133FRI Friendly Rental Centers	31199	Weed Removal	190.00
0001	048509	09/28/15	443GHD GHD Inc.	0001	Construction Serv. -7/26	256.00
0001	048509	09/28/15	443GHD GHD Inc.	0001	Ash Constr. Serv -8/23/15	1,849.03
	TOTAL CHECK					2,105.03
0001	048510	09/28/15	444GRA Gary W. Gray Trucking Inc	39981	Pk & Del Ash Aug'15 18lds	7,056.00
0001	048511	09/28/15	145GRI Griffith Electric Supply	59989	Out Side Lighting	795.00
0001	048512	09/28/15	411HAC Hach Company	3000	Total & Free Regents Ops	1,332.80
0001	048513	09/28/15	158HES Hesco Electrical Supply	55060	PVC Supplies 8/14	38.40
0001	048513	09/28/15	158HES Hesco Electrical Supply	59989	Supplies 9/4	244.79
0001	048513	09/28/15	158HES Hesco Electrical Supply	59989	Conduit supplies 9/11	90.43
0001	048513	09/28/15	158HES Hesco Electrical Supply	59989	THHN STD 8/19	53.61
0001	048513	09/28/15	158HES Hesco Electrical Supply	59989	Supplies 8/10	32.46
0001	048513	09/28/15	158HES Hesco Electrical Supply	59989	Emer. Light & Batt 9/1	126.44
0001	048513	09/28/15	158HES Hesco Electrical Supply	55987	Switch 9/8	9.59
0001	048513	09/28/15	158HES Hesco Electrical Supply	51334	Guat26G Box/cover 9/9	279.60
0001	048513	09/28/15	158HES Hesco Electrical Supply	59989	Light Fixtures	1,695.20
0001	048513	09/28/15	158HES Hesco Electrical Supply	55060	Supplies 9/2	58.06
	TOTAL CHECK					2,628.58

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FUND = 0001 - GENERAL FUND

CASH ACCT	CHECK NUMBER	DATE ISSUED	VENDOR	DEPT/UNI	DESCRIPTION	AMOUNT
0001	048514	09/28/15	444HOM Home Depot/GECF	3000	Supplies 6/24 JI	74.89
0001	048514	09/28/15	444HOM Home Depot/GECF	59989	Supplies Maint. 9/11	454.68
	TOTAL CHECK					529.57
0001	048515	09/28/15	734HOS Hossein Rahimi	1000	Reimb. Mileage 9/17/15	26.22
0001	048516	09/28/15	435IND Industrial Controls	41081	Filter Bldg Control Valve	245.88
0001	048517	09/28/15	123INS Instrument & Valve Servic	5000	Inf. Meter Repair RR Plt.	1,808.00
0001	048518	09/28/15	854J&H J&H Berge, Inc.	2000	Lab. Supplies	113.15
0001	048518	09/28/15	854J&H J&H Berge, Inc.	2000	Lab. Supplies	86.09
0001	048518	09/28/15	854J&H J&H Berge, Inc.	2000	Lab. Supplies	71.64
	TOTAL CHECK					270.88
0001	048519	09/28/15	180JWK J.W. Kennedy, Inc.	51185	Cylinder Aug'15 Rental	60.00
0001	048519	09/28/15	180JWK J.W. Kennedy, Inc.	51185	Supplies 8/18	254.95
	TOTAL CHECK					314.95
0001	048520	09/28/15	930JWS J.W. Scott	5000	Ann. Inspection UST Monit	1,458.00
0001	048521	09/28/15	616JEF Jeffrey Moore	3000	Safety shoes 2015	124.99
0001	048522	09/28/15	625JER Jerold W. Ireland Sr.	3000	S-4/C4 License Reimb.	100.00
0001	048522	09/28/15	625JER Jerold W. Ireland Sr.	3000	Safety Boots 2015	125.00
	TOTAL CHECK					225.00
0001	048523	09/28/15	516KLE Kleinfelder East, Inc	0001	Blower Replace -8/23/15	4,653.25
0001	048523	09/28/15	516KLE Kleinfelder East, Inc	1000	General Advice '15 -8/23	192.50
0001	048523	09/28/15	516KLE Kleinfelder East, Inc	1000	'15 Annual Insp. -8/23/15	9,335.00
0001	048523	09/28/15	516KLE Kleinfelder East, Inc	0001	Incinerator Imp. -8/23/15	414.00
	TOTAL CHECK					14,594.75
0001	048524	09/28/15	310KON Konica Minolta Business S	1000	Copier Aug'15 + usage	201.50
0001	048525	09/28/15	587KUE Kuehne Chemical Company I	33067	Caustic 25% ld #20 8/26	1,142.36
0001	048525	09/28/15	587KUE Kuehne Chemical Company I	33067	Caustic 25% ld #19 8/13	945.33
0001	048525	09/28/15	587KUE Kuehne Chemical Company I	33067	Caustic 25% ld21 9/10	947.54
	TOTAL CHECK					3,035.23
0001	048526	09/28/15	789KYL Kyle Stewart	3000	Safety Boots 2015	125.00
0001	048527	09/28/15	226LIN Lincoln Supply	59989	Full Face Gsk 8/10	19.56
0001	048527	09/28/15	226LIN Lincoln Supply	59989	PVC Ball 8/12	552.59
0001	048527	09/28/15	226LIN Lincoln Supply	53091	PVC 8/18	1,250.69
0001	048527	09/28/15	226LIN Lincoln Supply	53091	PVC 8/18	230.84
0001	048527	09/28/15	226LIN Lincoln Supply	59989	Supplies 8/10	37.18
0001	048527	09/28/15	226LIN Lincoln Supply	43055	PVC 8/13	435.79
0001	048527	09/28/15	226LIN Lincoln Supply	59989	Supplies 8/14	124.38
0001	048527	09/28/15	226LIN Lincoln Supply	59989	Full Face GSK 8/26	235.81
0001	048527	09/28/15	226LIN Lincoln Supply	59989	Full Face Gsk 8/28	68.08

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FUND - 0001 - GENERAL FUND

CASH ACCT	CHECK NUMBER	DATE ISSUED	VENDOR	DEPT/UNI	DESCRIPTION	AMOUNT
0001	048527	09/28/15	226LIN Lincoln Supply	53091	PVC 8/18	60.85
0001	048527	09/28/15	226LIN Lincoln Supply	43054	PVC 8/13	435.79
	TOTAL CHECK					3,451.56
0001	048528	09/28/15	555LIN Line Systems	1000	Phone Sept'15 +useage Aug	811.37
0001	048529	09/28/15	185LOU Louis A. Jammer Company,	59984	New 8x8 Garage Door	2,450.00
0001	048530	09/28/15	417MAG Magellan Behavioral Healt	1000	Human Aff. Ser Oct-Dec'15	385.50
0001	048531	09/28/15	456MAJ Majestic Oil Company Inc.	37005	Diesel SBrunswick 8/27	1,109.64
0001	048531	09/28/15	456MAJ Majestic Oil Company Inc.	38004	Diesel Millstone 8/27	597.63
0001	048531	09/28/15	456MAJ Majestic Oil Company Inc.	31087	Diesel River R 8/27	2,232.90
0001	048531	09/28/15	456MAJ Majestic Oil Company Inc.	36004	Diesel 200 RR 8/27	158.86
	TOTAL CHECK					4,099.03
0001	048532	09/28/15	627MAR Maraziti, Falcon & Healey	1000	Tomar Claim Aug'15	154.00
0001	048532	09/28/15	627MAR Maraziti, Falcon & Healey	1000	Legal Permitting Aug'15	1,386.00
0001	048532	09/28/15	627MAR Maraziti, Falcon & Healey	1000	General Issues Aug'15	110.00
0001	048532	09/28/15	627MAR Maraziti, Falcon & Healey	1000	Retainer August 2015	1,500.00
	TOTAL CHECK					3,150.00
0001	048533	09/28/15	232MAR Marshall Industrial Techn	53001	Shear Pins	2,240.00
0001	048534	09/28/15	637MER Meridian Property Service	0001	Wireless Fire Alarm Aug15	15,937.00
0001	048535	09/28/15	101MIR Miracle Chemical Co.	34043	Bisulfite 38% Penn/Hope	1,203.75
0001	048535	09/28/15	101MTR Miracle Chemical Co.	35043	Bisulfite 38% Penn/Hope	1,203.75
	TOTAL CHECK					2,407.50
0001	048536	09/28/15	476MOD Modern Handling Equipment	51188	Service Call	120.00
0001	048536	09/28/15	476MOD Modern Handling Equipment	51283	Lug Nuts	55.29
	TOTAL CHECK					175.29
0001	048537	09/28/15	057MOT Motion Industries, Inc.	51197	Stain Flat Diamond Mesh	771.34
0001	048537	09/28/15	057MOT Motion Industries, Inc.	51197	Dry Poly W/Mesh 117241L	1,858.56
	TOTAL CHECK					2,629.90
0001	048538	09/28/15	667NJW NJWEA	2000	NJWEA Seminar HR	75.00
0001	048538	09/28/15	667NJW NJWEA	4000	Seminar 9/16/15 JK & TP	75.00
0001	048538	09/28/15	667NJW NJWEA	1000	Seminar 9/16/15 JK & TP	75.00
	TOTAL CHECK					225.00
0001	048539	09/28/15	789NSI NSI Solutions, Inc.	2000	Mid-Level Solid Std	151.50
0001	048540	09/28/15	654NAT National Parts Supply Co.	51277	Blade 5/23	12.37
0001	048540	09/28/15	654NAT National Parts Supply Co.	51277	Wpr Blade 8/27	34.00
0001	048540	09/28/15	654NAT National Parts Supply Co.	57008	JB Weld 5/19	11.38
0001	048540	09/28/15	654NAT National Parts Supply Co.	51277	Supplies 8/11	165.58
0001	048540	09/28/15	654NAT National Parts Supply Co.	51277	Lamp 6/19	2.36
0001	048540	09/28/15	654NAT National Parts Supply Co.	59989	Oil 6/11	48.66

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STONY BROOK REGIONAL SEWERAGE AUTHORITY  
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TOTAL CHECK						274.35
0001	048541	09/28/15	495NEW New Jersey American Water	3910	Water RR Fire 7/28-8/26	848.56
0001	048541	09/28/15	495NEW New Jersey American Water	3100	Water RiverR OP 6/26-7/27	940.97
0001	048541	09/28/15	495NEW New Jersey American Water	3960	Water SBruns. 7/21-8/19	399.93
0001	048541	09/28/15	495NEW New Jersey American Water	3100	Water RiverR OP 7/28-8/21	778.39
TOTAL CHECK						2,967.85
0001	048542	09/28/15	846NEW New Jersey Analytical Lab	2000	Lab test Nitrate & Stand	123.00
0001	048543	09/28/15	267NEW New Jersey Div. of Motor	51244	'07 Ford Reg 11/30/16	128.00
0001	048544	09/28/15	639NEW New Jersey Line-X	59989	New Sand Spreader	4,900.00
0001	048545	09/28/15	663ONE One Call Concepts	4000	Mark Out Serv Aug'15	23.56
0001	048546	09/28/15	784PDF PDF Electric & Supply Co.	41233	GE Ethernet Controller	3,204.00
0001	048547	09/28/15	332PSE PSE&G COMPANY	3100	Ele RCA 7/10-8/10	4.26
0001	048547	09/28/15	332PSE PSE&G COMPANY	3100	Elec Fennington 7/6-8/4	3,426.51
0001	048547	09/28/15	332PSE PSE&G COMPANY	3700	Elec Mill Del 7/1-7/31	4,231.67
0001	048547	09/28/15	332PSE PSE&G COMPANY	3100	Elec RR Sup 7/1-7/31	81,627.98
0001	048547	09/28/15	332PSE PSE&G COMPANY	3700	Elec Mill Sup 7/1-7/31	6,703.75
0001	048547	09/28/15	332PSE PSE&G COMPANY	3910	Elec Princeton 7/9-8/6	4,343.63
0001	048547	09/28/15	332PSE PSE&G COMPANY	3600	Elec HpwI rebill 7/2-9/1	3,179.79
0001	048547	09/28/15	332PSE PSE&G COMPANY	3100	Elec RR Web 7/1-7/31	17.00
0001	048547	09/28/15	332PSE PSE&G COMPANY	3950	Elec SB. Pp Sup 7/25-8/24	4,880.28
0001	048547	09/28/15	332PSE PSE&G COMPANY	3900	Elec #7 7/13/8/11	57.85
0001	048547	09/28/15	332PSE PSE&G COMPANY	3100	Elec RR Del 7/1-7/31	42,497.26
0001	048547	09/28/15	332PSE PSE&G COMPANY	3100	Elec Trailer 7/14-8/12	260.49
0001	048547	09/28/15	332PSE PSE&G COMPANY	3100	Elec Plains. est7/10-8/12	6.46
0001	048547	09/28/15	332PSE PSE&G COMPANY	3950	Elec SB Light 8/4-9/1	16.68
0001	048547	09/28/15	332PSE PSE&G COMPANY	3900	Elec #6 7/13-8/11	9.30
0001	048547	09/28/15	332PSE PSE&G COMPANY	3950	Elec SB. Pp Del 7/25-8/24	2,835.58
TOTAL CHECK						154,098.49
0001	048548	09/28/15	717PSE PSE&G	3000	Gas Transportation Jul'15	6,851.88
0001	048549	09/28/15	291PED Pedroni Fuel Company	51134	Unleaded Gas 8/24/15	782.81
0001	048550	09/28/15	505PET Petty Cash	3000	Reimb Petty Cash -9/11/15	50.00
0001	048550	09/28/15	505PET Petty Cash	5000	Reimb Petty Cash -9/11/15	6.00
0001	048550	09/28/15	505PET Petty Cash	5000	Reimb Petty Cash -9/11/15	7.99
0001	048550	09/28/15	505PET Petty Cash	1000	Reimb Petty Cash -9/11/15	23.97
0001	048550	09/28/15	505PET Petty Cash	1000	Reimb Petty Cash -9/11/15	63.91
TOTAL CHECK						151.87
0001	048551	09/28/15	429PHI Philips Healthcare	6000	AED Accessories	276.00
0001	048551	09/28/15	429PHI Philips Healthcare	6000	AED Accessories	264.00
TOTAL CHECK						540.00

09/24/15  
 ACCOUNTING PERIOD: 10/15

STONY BROOK REGIONAL SEWERAGE AUTHORITY  
 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.ck\_date between '09/01/2015' and '09/30/2015'

FUND = 0001 - GENERAL FUND

CASH ACCT	CHECK NUMBER	DATE ISSUED	VENDOR	DEPT/UNI	DESCRIPTION	AMOUNT
0001	048552	09/28/15	712PIT Pitney Bowes Supply Opera	1000	Postage Rental 7-9'15	162.00
0001	048553	09/28/15	710POL Pollution Control F.A. of	39981	Ash Disp 4lds 8/1-8/7	1,398.96
0001	048553	09/28/15	710POL Pollution Control F.A. of	39981	Ash Disp 5lds 8/24-8/31	1,776.96
0001	048553	09/28/15	710POL Pollution Control F.A. of	39981	Ash Disp 4lds 8/10-/8/15	1,314.00
0001	048553	09/28/15	710POL Pollution Control F.A. of	39981	Ash Disp 5lds 8/17-8/22	1,563.12
	TOTAL CHECK					6,053.04
0001	048554	09/28/15	646PRE Premier Magnesia, LLC	31097	Magnesium 8/25 ld#31	6,744.66
0001	048554	09/28/15	646PRE Premier Magnesia, LLC	31097	Magnesium ld33 9/16	6,945.57
0001	048554	09/28/15	646PRE Premier Magnesia, LLC	31097	Magnesium ld32 9/3	6,678.57
	TOTAL CHECK					20,368.80
0001	048555	09/28/15	171PRI Princeton 130 Supply Co	59989	Janitorial Supplies	1,746.34
0001	048556	09/28/15	102PRO Progressive Hydraulics	52056	Pressure Switch	1,086.92
0001	048557	09/28/15	338QCL QC Laboratories	2000	Lab Testing Group B 8/12	380.00
0001	048557	09/28/15	338QCL QC Laboratories	2000	Lab Testing Group A&C 8/1	231.00
0001	048557	09/28/15	338QCL QC Laboratories	2000	Group A&C 7/31	516.75
0001	048557	09/28/15	338QCL QC Laboratories	2000	Lab Test Group A&C 8/31	516.75
0001	048557	09/28/15	338QCL QC Laboratories	2000	Lav Testing Eff. Grab 9/1	30.00
	TOTAL CHECK					1,674.50
0001	048558	09/28/15	341QUI Quill Corporation	1000	Office supplies	110.18
0001	048558	09/28/15	341QUI Quill Corporation	59939	Office/Janitorial Supply	5.98
0001	048558	09/28/15	341QUI Quill Corporation	59989	Office/Janitorial Supply	32.27
0001	048558	09/28/15	341QUI Quill Corporation	59989	Office/Janitorial Supply	32.94
0001	048558	09/28/15	341QUI Quill Corporation	59989	Office/Janitorial Supply	185.18
0001	048558	09/28/15	341QUI Quill Corporation	59989	Office/Janitorial Supply	6.98
0001	048558	09/28/15	341QUI Quill Corporation	1000	Office supplies	73.79
	TOTAL CHECK					447.32
0001	048559	09/28/15	368ROB Robert Kunert	3000	Reimb C-4	50.00
0001	048559	09/28/15	368ROB Robert Kunert	3000	Reimb S-4	50.00
	TOTAL CHECK					100.00
0001	048560	09/28/15	361RUS Russell Reid	39984	Hl Grit & Scr. 8/10/15	1,098.60
0001	048560	09/28/15	361RUS Russell Reid	39984	Hl Grit & Screen 8/14	1,243.20
	TOTAL CHECK					2,341.80
0001	048561	09/28/15	507SAF Safeguard Business System	1000	Window Env.	564.29
0001	048562	09/28/15	372SAM Samuel Stothoff Co. Inc.	55028	Potable Water Pump, Penn.	4,831.48
0001	048563	09/28/15	508SCA Scales Air Compressor Cor	53046	Air Compress.Rent. Sep'15	1,200.00
0001	048564	09/28/15	401STO Stony Brook Meal Allowanc	3000	Reimb Meal Ticket 9/11/15	80.00
0001	048565	09/28/15	399STO Stony Brook Regional Sewe	0001	Reimb Benefits 7wks	216,000.00

09/24/15  
ACCOUNTING PERIOD: 10/15

STONY BROOK REGIONAL SEWERAGE AUTHORITY  
CHECK REGISTER - BY FUND

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SELECTION CRITERIA: transact.ck\_date between '09/01/2015' and '09/30/2015'

FUND - 0001 - GENERAL FUND

CASH ACCT	CHECK NUMBER	DATE ISSUED	VENDOR	DEPT/UNI	DESCRIPTION	AMOUNT
0001	048566	09/28/15	400STO Stony Brook Regional Sewe	0001	Payrolls 7wks 9/17-10/29	194,000.00
0001	048567	09/28/15	872SUP Superior Excavating, Inc.	59989	Clear InterceptorEasement	3,500.00
0001	048568	09/28/15	875SYS System Sales Corporation	6000	Service Call	222.00
0001	048569	09/28/15	798SZU Szul's Landscaping Inc.	54994	Lawn Care 9/3/15	347.00
0001	048569	09/28/15	798SZU Szul's Landscaping Inc.	56999	Lawn Care 8/15	115.00
0001	048569	09/28/15	798SZU Szul's Landscaping Inc.	55994	Lawn Care 9/3/15	302.00
0001	048569	09/28/15	798SZU Szul's Landscaping Inc.	56999	Lawn Care 8/22	65.00
0001	048569	09/28/15	798SZU Szul's Landscaping Inc.	58999	Lawn Care 8/22	65.00
0001	048569	09/28/15	798SZU Szul's Landscaping Inc.	59985	Lawn Care 8/29	655.00
0001	048569	09/28/15	798SZU Szul's Landscaping Inc.	57999	Lawn Care 8/29	115.00
0001	048569	09/28/15	798SZU Szul's Landscaping Inc.	58999	Lawn Care 9/3/15	65.00
0001	048569	09/28/15	798SZU Szul's Landscaping Inc.	56999	Lawn Care 9/3/15	65.00
0001	048569	09/28/15	798SZU Szul's Landscaping Inc.	56999	Lawn Care 8/29	115.00
0001	048569	09/28/15	798SZU Szul's Landscaping Inc.	59985	Lawn Care 9/12/15	655.00
0001	048569	09/28/15	798SZU Szul's Landscaping Inc.	55994	Lawn Care 8/22	302.00
0001	048569	09/28/15	798SZU Szul's Landscaping Inc.	57999	Lawn Care 9/12/15	115.00
0001	048569	09/28/15	798SZU Szul's Landscaping Inc.	54994	Lawn Care 8/22	347.00
0001	048569	09/28/15	798SZU Szul's Landscaping Inc.	57999	Lawn Care 8/15	115.00
0001	048569	09/28/15	798SZU Szul's Landscaping Inc.	59985	Lawn Care 8/15	655.00
0001	048569	09/28/15	798SZU Szul's Landscaping Inc.	56999	Lawn Care 9/12/15	115.00
TOTAL CHECK						4,213.00
0001	048570	09/28/15	846TEL Teledyne ISCO	2000	Sampler supplies	358.00
0001	048571	09/28/15	888THO Thomas Scientific	2000	Chlorine Std 9/15	53.00
0001	048571	09/28/15	888THO Thomas Scientific	2000	Supplies 9/11	422.36
TOTAL CHECK						475.36
0001	048572	09/28/15	123TIG Tiger Garage	51266	Oil Ser. '09 Chev. XT383B	38.71
0001	048572	09/28/15	123TIG Tiger Garage	51181	Oil Serv X8902H 9/21	39.73
0001	048572	09/28/15	123TIG Tiger Garage	51182	Service 8/25 X8901H	817.40
0001	048572	09/28/15	123TIG Tiger Garage	51274	Oil Serv XU488Y 9/15	40.49
0001	048572	09/28/15	123TIG Tiger Garage	51230	Ert Wheel Problem & Oil S	991.71
TOTAL CHECK						1,928.04
0001	048573	09/28/15	678TRE Treasurer, State of New J	6000	MPS life hazard use renew	497.00
0001	048574	09/28/15	877UPS UPS	1000	Overnight Del wk 8/15	34.05
0001	048574	09/28/15	877UPS UPS	1000	Overnight Del wk 8/29	139.03
0001	048574	09/28/15	877UPS UPS	1000	Overnight Del 9/5	22.41
TOTAL CHECK						195.49
0001	048575	09/28/15	222UNI Univar	31137	Bisulfite 38% ld29 9/3	1,797.80
0001	048575	09/28/15	222UNI Univar	32064	Odor Control RR 8/19	544.00
0001	048575	09/28/15	222UNI Univar	35042	Odor Control Penn 8/27	1,326.00
0001	048575	09/28/15	222UNI Univar	31137	Bisulfite 38% ld30 9/17	2,020.00
0001	048575	09/28/15	222UNI Univar	34042	Odor Control Hope 8/27	1,156.00
0001	048575	09/28/15	222UNI Univar	32064	Hypo 12.5% ld 10 9/16	618.80

09/24/15  
 ACCOUNTING PERIOD: 10/15

STONY BROOK REGIONAL SEWERAGE AUTHORITY  
 CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.ck\_date between '09/01/2015' and '09/30/2015'

FUND = 0001 - GENERAL FUND

CASH ACCT	CHECK NUMBER	DATE ISSUED	VENDOR	DEPT/UNI	DESCRIPTION	AMOUNT
0001	048575	09/28/15	222UNI Univar	31137	Bisulfite 38% ld 28 8/25	1,616.00
0001	048575	09/28/15	222UNI Univar	31137	Bisulfite 38% ld#27 8/13	1,793.76
	TOTAL CHECK					10,872.36
0001	048576	09/28/15	832VEC Vector Security	55987	Security Upstream Sept'15	24.68
0001	048576	09/28/15	832VEC Vector Security	54987	Security Upstream Sept'15	24.68
	TOTAL CHECK					49.36
0001	048577	09/28/15	333VER Verizon (CABS)	4000	Digital Serv 8/10-9/9	1,217.60
0001	048577	09/28/15	333VER Verizon (CABS)	4000	Digital Serv 9/10-10/9	1,267.60
	TOTAL CHECK					2,485.20
0001	048578	09/28/15	888VER Verizon Wireless	1000	9Cell PH 8/26-9/25 +usage	286.46
0001	048579	09/28/15	901WGM W.G. Malden	4000	'15 3rd Qtr. Flow Meter C	900.00
0001	048580	09/28/15	474WWG W.W. Grainger, Inc.	59989	Sp Pt Tap Plug 8/24	48.33
0001	048580	09/28/15	474WWG W.W. Grainger, Inc.	49989	Bushings spare parts	65.78
0001	048580	09/28/15	474WWG W.W. Grainger, Inc.	59989	Supplies 8/31	436.85
0001	048580	09/28/15	474WWG W.W. Grainger, Inc.	53068	Supplies 9/2	93.96
0001	048580	09/28/15	474WWG W.W. Grainger, Inc.	59989	Charging hose 9/17	63.96
0001	048580	09/28/15	474WWG W.W. Grainger, Inc.	59989	Battery 8/18	22.00
0001	048580	09/28/15	474WWG W.W. Grainger, Inc.	59989	Shop Tools & Supplies	358.50
0001	048580	09/28/15	474WWG W.W. Grainger, Inc.	59989	Sticky Notes 8/25	49.60
0001	048580	09/28/15	474WWG W.W. Grainger, Inc.	59989	Elec Cook Control 8/28	98.60
0001	048580	09/28/15	474WWG W.W. Grainger, Inc.	6000	Safety supply storage cab	339.79
0001	048580	09/28/15	474WWG W.W. Grainger, Inc.	49989	Velcro Tape	312.30
0001	048580	09/28/15	474WWG W.W. Grainger, Inc.	59989	A/C Charging hose 9/16	48.83
	TOTAL CHECK					1,938.50
0001	048581	09/28/15	987WAL Walmart Stores, Inc.	5000	Safety Glasses JI 8/6	137.00
0001	048582	09/28/15	742WIL Williams Scotsman, Inc.	1000	Trailer Rental Sep'15	477.00
0001	048583	09/28/15	331XYL Xylem Dewatering Solution	31058	Godwin Pump - Final Tank	1,462.00
0001	048583	09/28/15	331XYL Xylem Dewatering Solution	51024	Godwin Pump Rental 3days	2,770.00
	TOTAL CHECK					4,232.00
TOTAL CASH ACCOUNT						1,222,701.09
TOTAL FUND						1,222,701.09

09/24/15  
ACCOUNTING PERIOD: 10/15

STONY BROOK REGIONAL SEWERAGE AUTHORITY  
CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.ck\_date between '09/01/2015' and '09/30/2015'

FUND = 0002 - 2004 Construction Account

CASH ACCT	CHECK NUMBER	DATE ISSUED	VENDOR	DEPT/UNI	DESCRIPTION	AMOUNT
0001	048523	09/28/15	516KLE Kleinfelder East, Inc	0002	Upstream Plan -8/23/15	17,843.50
TOTAL CASH ACCOUNT						17,843.50
TOTAL FUND						17,843.50

09/24/15  
ACCOUNTING PERIOD: 10/15

STONY BROOK REGIONAL SEWERAGE AUTHORITY  
CHECK REGISTER - BY FUND

SELECTION CRITERIA: transact.ck\_date between '09/01/2015' and '09/30/2015'

FUND = 0006 - NJEIT 2015 Generator Proj

CASH ACCT	CHECK NUMBER	DATE ISSUED	VENDOR	DEPT/UNI	DESCRIPTION	AMOUNT
0001	048523	09/28/15	516KLE Kleinfelder East, Inc	0006	Emer. Generator -8/23/15	12,777.55
TOTAL CASH ACCOUNT						12,777.55
TOTAL FUND						12,777.55
TOTAL REPORT						1,253,322.14

**Revenue and Expenditure Summary  
December 1, 2014 to August 31, 2015**

	<b>2015 12 month Budget</b>	<b>2015 9 month Budget</b>	<b>2015 9 month Actual</b>	<b>2015 9 month Variance</b>	<b>2015 % Actual to total Budget</b>	<b>2014 9 month Actual</b>
<b>Revenues:</b>						
Septage/Graywater	\$35,000	\$26,250	\$14,804	(\$11,446)	42.3%	\$15,484
Liquid Sludge	728,000	546,000	627,013	81,013	86.1%	614,660
Cake Sludge	1,482,000	1,111,500	1,431,638	320,138	96.6%	1,495,332
Special Waste	75,000	56,250	41,571	(14,679)	55.4%	85,363
Princeton Farms	180,000	135,000	150,156	15,156	83.4%	\$152,166
Subtotal Outside Revenue	\$ 2,500,000	\$ 1,875,000	\$ 2,265,182	\$ 390,182	90.6%	\$ 2,363,006
Participant Revenue	\$12,225,402	\$9,169,052	\$9,169,052	\$0	75.0%	\$9,092,989
Interest Income	20,000	\$15,000	17,839	2,839	89.2%	12,569
Other Revenue	50,000	\$37,500	85,204	47,704	170.4%	107,071
<b>Total Revenues</b>	\$ 14,795,402	\$ 11,096,552	\$ 11,537,277	\$ 440,725	78.0%	\$ 11,575,635
<b>Expenditures:</b>						
Salaries and Benefits	\$5,206,678	\$3,905,009	\$3,820,310	(\$84,698)	73.4%	\$3,782,292
Administrative Expenses	709,175	531,881	497,548	(34,333)	70.2%	533,462
Professional Fees	365,215	273,911	208,645	(65,266)	57.1%	192,319
Operations and Maintenance	5,488,114	4,116,086	4,057,925	(58,161)	73.9%	3,972,870
Debt Service	2,176,220	1,632,165	1,586,444	(45,721)	72.9%	1,491,902
Capital Improvement Fund	850,000	637,500	637,500	0	75.0%	\$637,500
<b>Total Expenditures</b>	\$ 14,795,402	\$ 11,096,552	\$ 10,808,373	\$ (288,179)	73.1%	\$ 10,610,345
<b>Nine Mo. Excess of Revenues over Expenditures</b>	\$0	\$0	\$ 728,904	\$ 728,904	n/a	\$ 965,290

09/21/15  
 ACCOUNTING PERIOD: 9/15

STONY BROOK REGIONAL SEWERAGE AUTHORITY  
 FUND EXPENDITURE STATUS

SELECTION CRITERIA: ALL

FUND 0001 GENERAL FUND

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
3001	Salaries & Wages O&M	3,222,484.00	247,438.97	.00	2,379,528.19	842,955.81	.74
3003	F.I.C.A.	281,996.00	21,119.47	.00	203,533.18	78,462.82	.72
3004	S.U.I.	15,939.00	596.45	.00	11,395.01	4,543.99	.71
3005	Employee Benefits-Pension	375,000.00	30,750.75	.00	276,756.75	98,243.25	.74
3006	Employee Benefits-Health	819,154.00	62,458.00	.00	590,369.44	228,784.56	.72
3007	Salaries & Wages Admin.	492,105.00	44,157.36	.00	358,727.69	133,377.31	.73
TOTAL	SALARIES & WAGES	5,206,678.00	406,521.00	.00	3,820,310.26	1,386,367.74	.73
3501	Meeting. Travel, Training	10,614.00	23.97	.00	2,031.49	8,582.51	.19
3502	Dues	15,398.00	245.00	.00	8,055.00	7,343.00	.52
3503	Library-Magazines & Books	5,503.00	.00	.00	1,332.27	4,170.73	.24
3504	Postage	6,900.00	.00	.00	4,038.00	2,862.00	.59
3505	Telephone	43,317.00	3,426.65	.00	32,795.10	10,521.90	.76
3506	Office Supplies	15,484.00	635.89	866.69	9,057.80	6,426.20	.58
3507	Regulatory fees/permits	71,822.00	430.00	1,092.00	49,151.52	22,670.38	.68
3508	Admin- Misc.	10,800.00	121.69	.00	8,314.46	2,485.54	.77
3509	Advertising/Printing	2,795.00	.00	.00	2,612.13	182.87	.93
3510	Insurance	369,167.00	27,250.00	.00	245,250.00	123,917.00	.66
3511	Service Contract	95,881.00	718.54	14,806.49	99,458.72	-3,577.72	1.04
3512	Seminars	12,490.00	148.00	75.00	2,535.00	9,955.00	.20
3513	Computer Payroll Service	9,504.00	522.05	.00	7,054.55	2,449.45	.74
3514	E.D.P. Supplies	22,725.00	.00	2,414.38	15,651.08	7,073.92	.69
3515	Rentals and Easements	13,324.00	.00	.00	10,211.27	3,112.73	.77
3520	Temporary Help	.00	.00	.00	.00	.00	.00
TOTAL	ADMINISTRATIVE EXPENSES	705,724.00	33,521.79	19,254.56	497,548.49	208,175.51	.71
4001	Legal-Non Retainer	49,500.00	5,703.00	.00	24,058.39	25,441.61	.49
4002	Legal-Retainer	18,000.00	1,500.00	.00	13,500.00	4,500.00	.75
4004	Consultant General	41,700.00	.00	17,745.00	27,937.00	13,763.00	.67
4005	Fiscal Audit	17,500.00	.00	.00	.00	17,500.00	.00
4006	Trustee Services	40,515.00	.00	.00	50,586.25	-10,071.25	1.25
4007	Engineer Retainer	55,000.00	2,085.46	.00	27,274.58	27,725.42	.50
4008	Engineer Non Retainer	18,000.00	9,335.00	.00	19,669.59	-1,669.59	1.09
4009	Environmental Consulting	125,000.00	.00	.00	45,619.66	79,380.34	.36
TOTAL	PROFESSIONAL SERVICES	365,215.00	18,623.46	17,745.00	208,645.47	156,569.53	.57
4501	Safety Equip. & Supplies	59,503.00	4,024.04	270.00	27,979.67	31,523.33	.47
4502	Fuel-Incinerator	708,646.00	47,571.80	.00	520,349.78	188,296.22	.73
4504	Water	46,387.00	3,248.85	.00	59,088.87	-12,701.87	1.27
4505	Electricity	1,966,859.00	155,098.49	.00	1,494,700.68	472,158.32	.76
4506	Operations Supplies	85,261.00	15,776.97	4,449.00	44,614.02	40,646.98	.52
4507	Training Allowance	37,030.00	995.00	150.00	5,021.50	32,008.50	.14
4508	Janitorial Supplies	12,000.00	1,962.74	.00	9,768.88	2,231.12	.81
4509	Ash Hauling	388,355.00	22,543.44	17,144.88	261,021.73	127,333.27	.67
4510	Repairs	382,319.00	36,439.56	91,353.56	440,465.18	-58,146.18	1.15
4511	Workclothes	19,993.00	1,420.92	.00	14,210.18	5,782.82	.71
4512	Maint. Tools & Supplies	343,942.00	10,334.11	40,387.89	208,928.89	135,013.11	.61
4513	Buildings & Grounds	93,293.00	7,705.42	13,123.00	103,337.76	-10,044.76	1.11
4514	Pretreatment Supplies	300.00	358.00	119.00	712.00	-412.00	2.37
4515	Outside Lab Testing	31,075.00	717.75	.00	16,879.25	14,195.75	.54

09/21/15  
 ACCOUNTING PERIOD: 9/15

STONY BROOK REGIONAL SEWERAGE AUTHORITY  
 FUND EXPENDITURE STATUS

SELECTION CRITERIA: ALL

FUND = 0001 - GENERAL FUND

ACCOUNT	TITLE	BUDGET	PERIOD EXPENDITURES	ENCUMBRANCES OUTSTANDING	YEAR TO DATE ENC + EXP	AVAILABLE BALANCE	YTD/ BUD
4516	Chemicals General	83,624.00	2,706.44	4,853.75	37,272.15	46,351.85	.45
4517	Chemicals Hypochlorite	139,280.00	12,263.64	23,375.00	128,520.91	10,759.09	.92
4518	Chemicals Bisulfite	101,940.00	8,271.56	.00	68,496.69	33,443.31	.67
4519	Chemicals-Odor Control	51,800.00	.00	.00	54,789.60	-2,989.60	1.06
4520	Chemicals Polymers	63,910.00	.00	.00	46,680.60	17,229.40	.73
4522	Magnesium Hydroxide	254,080.00	13,565.12	.00	212,060.06	42,019.94	.83
4523	Lab Supplies	18,758.00	1,074.68	218.16	16,187.78	2,570.22	.86
4524	Hazardous Waste Disposal	14,900.00	330.29	.00	1,663.96	13,236.04	.11
4525	Spare Parts	308,917.00	4,589.74	40,084.61	182,294.99	126,622.01	.59
4530	Major Operational Improv.	182,962.00	222.00	855.95	50,502.20	132,459.80	.28
4535	Contingency for fines	20,000.00	.00	.00	.00	20,000.00	.00
4536	Medical Testing	4,930.00	.00	.00	3,661.00	1,269.00	.74
TOTAL	OPERATIONS & MAINTENANCE	5,420,064.00	351,229.56	236,384.80	4,009,208.33	1,410,855.67	.74
5000	VEHICLE MAINTENANCE	.00	.00	.00	.00	.00	.00
5001	Vehicle Maintenance	29,300.00	1,034.06	395.70	13,696.36	15,603.64	.47
5002	Gas, Oil, & Tires	39,500.00	2,014.46	.00	33,027.25	6,472.75	.84
5003	Vehicle Registration	2,700.00	233.00	.00	1,992.50	707.50	.74
TOTAL	VEHICLE MAINTENANCE	71,500.00	3,281.52	395.70	48,716.11	22,783.89	.68
5504	Capital Purchase Fund	850,000.00	70,833.33	.00	637,499.97	212,500.03	.75
TOTAL	CAPITAL PURCHASES	850,000.00	70,833.33	.00	637,499.97	212,500.03	.75
TOTAL	SUBTOTAL - O&M	12,619,181.00	884,010.66	273,780.06	9,221,928.63	3,397,252.37	.73
5800	Depreciation Expense	.00	.00	.00	.00	.00	.00
5801	Amortization Expense	.00	.00	.00	.00	.00	.00
5802	Amort.Expense Adv.refund	.00	.00	.00	.00	.00	.00
TOTAL	DEPRECIATION-AMORTIZATION	.00	.00	.00	.00	.00	.00
5803	Amort,'10 NJEIT Bond Prem	.00	.00	.00	.00	.00	.00
TOTAL	Amort,'10 NJEIT Bond Prem	.00	.00	.00	.00	.00	.00
5804	Amort.of 2012 Bond Prem.	.00	.00	.00	.00	.00	.00
TOTAL	Amort.of 2012 Bond Prem.	.00	.00	.00	.00	.00	.00
5805	Amort.-2012 Def.Loss-Adv.	.00	.00	.00	.00	.00	.00
TOTAL	Amort.-2012 Def.Loss-Adv.	.00	.00	.00	.00	.00	.00
5809	Post Retirement Hlth Exp.	.00	.00	.00	.00	.00	.00
TOTAL	Post Retirement Hlth Exp.	.00	.00	.00	.00	.00	.00
6001	Debt Service	2,176,221.00	174,663.71	.00	1,586,444.04	589,776.96	.73
TOTAL	DEBT SERVICE	2,176,221.00	174,663.71	.00	1,586,444.04	589,776.96	.73
TOTAL	GENERAL FUND	14,795,402.00	1,058,674.37	273,780.06	10,808,372.67	3,987,029.33	.73
TOTAL REPORT		14,795,402.00	1,058,674.37	273,780.06	10,808,372.67	3,987,029.33	.73

73.1%  
 Jmt

**SCHEDULE OF TRUSTEE HELD BANK ACCOUNTS AS OF August 31, 2015**

**US BANK**

	2015 NJEIT FUND	2010 NJEIT FUND	BOND RESERVE	DEBT SERVICE ACCOUNTS	RENEWAL REPLACEMENT	GENERAL FUND	2004 CONSTRUCTION	TRUSTEE REVENUE	TOTAL
<u>BEGINNING BALANCE</u>	\$ 1	\$ 6	\$ 960,160	\$ 0	\$ 611,080	\$ 4,153,202	\$ 5,542,912	\$ 3,338	\$ 11,270,700
<u>SOURCES :</u>									
PARTICIPANT REVENUE									\$ 0
INTEREST RECEIVED			\$ 0		\$ 0	\$ 0	\$ 0		\$ 0
TRANSFERS WITHIN RESTRICTED ACCTS									\$ 0
TRANSFERS FROM UNRESTRICTED ACCTS.									\$ 0
TRANSFERS FROM RESTRICTED ACCTS.						\$ 15,253			\$ 15,253
BOND PROCEEDS									
SPECIAL WASTE									
FROM TRUST / DEP LOANS									\$ 0
<u>USES :</u>									
2003 REFUNDING ESCROW ACCT									
REFUND RETAINAGE									
CONSTRUCTION PAYMENTS									
BOND INTEREST									\$ 0
BOND PRINCIPAL									\$ 0
TRANSFERS TO UNRESTRICTED ACCTS.							(\$ 15,253)		(\$ 15,253)
TRANSFERS TO RESTRICTED ACCTS.			\$ 0						\$ 0
NJEIT FEES									
<u>ENDING BALANCE</u>	\$ 1	\$ 6	\$ 960,160	\$ 0	\$ 611,080	\$ 4,168,455	\$ 5,527,660	\$ 3,338	\$ 11,270,700

**SCHEDULE OF CASH & INVESTMENTS**  
**August 31, 2015**

BANK	INV. TYPE	PAR	PAID	TOTAL DAYS	PURCH. DATE	MATURITY DATE	YIELD
<b>Operating Accounts:</b>							
	Petty Cash	\$ 500	\$ 500				
PNC	Payroll Accounts	\$ 187,837	\$ 187,837				
WF	Employee Benefits	\$ 140,486	\$ 140,486				
WF	Operations	\$ 2,603,541	\$ 2,603,541				
NJCMF	Operations	\$ 2,038,486	\$ 2,038,486				0.12%
FCB	Certificate of Deposit	\$ 1,000,000	\$ 1,000,000	370	8/19/15	8/23/16	0.25%
FCB	Certificate of Deposit	\$ 1,000,000	\$ 1,000,000	360	2/27/15	2/22/16	0.20%
FCB	Certificate of Deposit	\$ 1,000,000	\$ 1,000,000	365	5/19/15	5/18/16	0.20%
FCB	Certificate of Deposit	\$ 1,000,000	\$ 1,000,000	370	7/8/15	7/12/16	0.20%
<b>Total Operating Funds</b>		<b>\$ 8,970,849</b>	<b>\$ 8,970,849</b>				
<b>Trustee Held Accounts:</b>							
<b>Revenue Fund</b>		<b>\$ 3,338</b>	<b>\$ 3,338</b>				
Total	TR FUND	\$ 3,338	\$ 3,338				0.00%
<b>General Fund</b>							
USB-TR	TR FUND	\$ 757,395	\$ 757,395				0.00%
NJCMF-GF	MMF	\$ 2,411,287	\$ 2,411,287				0.12%
USB-GF	TBILL	\$ 1,002,000	\$ 999,773	339	3/30/15	3/3/16	0.24%
<b>Total</b>		<b>\$ 4,170,682</b>	<b>\$ 4,168,455</b>				
<b>04 Construction Fund</b>							
USB-TR	TR FUND	\$ -	\$ -				0.00%
NJCMF-CF	MMF	\$ 3,528,227	\$ 3,528,227				0.07%
USB-GF	TBILL	\$ 2,003,000	\$ 1,999,432	343	5/21/15	4/28/16	0.19%
<b>Total</b>		<b>\$ 5,531,227</b>	<b>\$ 5,527,660</b>				
<b>2015 NJEIT Fund</b>							
USB-TR	TR FUND	\$ 1	\$ 1				0.00%
<b>Total</b>		<b>\$ 1</b>	<b>\$ 1</b>				
<b>2010 NJEIT Fund</b>							
USB-TR	TR FUND	\$ 6	\$ 6				0.00%
<b>Total</b>		<b>\$ 6</b>	<b>\$ 6</b>				
<b>Debt Service Funds</b>							
USB-TR	TR FUND	\$ -	\$ -				0.00%
<b>Total</b>		<b>\$ -</b>	<b>\$ -</b>				
<b>Bond Reserve Fund</b>							
USB-TR	TR FUND	\$ 1,059	\$ 1,059				0.00%
USB-GF	TBILL	\$ 961,000	\$ 959,101	342	4/24/15	3/31/16	0.21%
<b>Total</b>		<b>\$ 962,059</b>	<b>\$ 960,160</b>				
<b>Renewal/Replacement Fund</b>							
USB-TR	TR FUND	\$ 16,869	\$ 16,869				
USB-RR	TNOTE	\$ 578,000	\$ 594,211	733	5/29/14	5/31/16	0.35%
<b>Total</b>		<b>\$ 594,869</b>	<b>\$ 611,080</b>				
<b>Total Trustee Held Accounts</b>		<b>\$ 11,262,182</b>	<b>\$ 11,270,700</b>				
<b>Total Cash and Investments</b>		<b>\$ 20,233,031</b>	<b>\$ 20,241,549</b>				

**AVG RATE 0.22%**

WF= Wells Fargo  
 TD= TD Bank  
 PNC= Pittsburg National Corp.  
 BA=Bank of America  
 FCB=First Constitution Bank  
 NJCMF=New Jersey Cash Management Fund  
 USB= US bank  
 FB=Fulton Bank

STONY BROOK REGIONAL SEWERAGE AUTHORITY  
CAPITAL PROJECTS  
August 31, 2015

G/L No.	Contract No.	PROJECTS	Contractor/ Vendor	Funding Source	EST. COMPLETION DATE	BUDGET	EXPENDED	BALANCE	SUB-TOTAL (CUMULATIVE)
<b>CURRENT PROJECTS-FUNDED :</b>									
<b><u>2015 SMALL CAPITAL PROJECTS</u></b>									
0001	0280	Air Compressor Design	AECOM	R	12/2015	\$ 21,200	\$ 12,250	\$ 8,950	
0001	0280	MA Effluent Channel Mixers Design & Const. Svcs.	Kleinfelder	R	12/2015	\$ 53,980	\$ 7,299	\$ 46,681	
		Balance to be defined		R		\$ 524,820	\$ -	\$ 524,820	
		Estimated Total				<u>\$ 600,000</u>	<u>\$ 19,550</u>	<u>\$ 580,450</u>	\$ 580,450
<b><u>2014 SMALL CAPITAL PROJECTS</u></b>									
0001	0553	14-3 Incinerator Bypass Stack Damper Replacement	Derstine Co.	R	done	\$ 186,000	\$ 186,000	\$ -	
0001	0280	14-8 Wireless Fire Alarm Communications System -RR	Meridian Property	R	done	\$ 116,000	\$ 116,000	\$ 0	
0001	0280	Replace Roadway at So. Brunswick Pump	Richard Barrett Paving	R	7/2015	\$ 26,880	\$ -	\$ 26,880	
		Estimated Total				<u>\$ 328,880</u>	<u>\$ 302,000</u>	<u>\$ 26,880</u>	\$ 607,331
<b><u>EMERGENCY GENERATORS</u></b>									
0006	0679	14-1 Generator Study	Kleinfelder	NJEIT '15	done	\$ 70,770	\$ 70,770	\$ -	
0006	0679	Generator Preliminary Design	Kleinfelder	NJEIT '15	done	\$ 92,109	\$ 92,109	\$ -	
0006	0679	Generator Final Design	Kleinfelder	NJEIT '15	done	\$ 381,680	\$ 381,680	\$ -	
0006	0679	Generator Construction Services	Kleinfelder	NJEIT '15	12/2016	\$ 356,880	\$ 104,228	\$ 252,652	
0006	0679	Generator Permit Fees	Princeton	NJEIT '15	12/2014	\$ 1,000	\$ 855	\$ 145	
0006	0680	14-1 Generator Construction	Thomas Controls	NJEIT '15	05/2016	\$ 3,400,000	\$ 79,135	\$ 3,320,865	
0006	0680	Generator Construction	Highlands Industrial	NJEIT '15	05/2016	\$ 20,175	\$ -	\$ 20,175	
0006	0171	Generator Issue Costs-HD&W	Hawkins Delafield & Wo	NJEIT '15	done	\$ 33,300	\$ 33,300	\$ -	
0001	0679	Generator-DEP Engineering Fees- Not reimbursable	DEP	NJEIT '15	12/2015	\$ 45,993	\$ -	\$ 45,993	
						<u>\$ 4,401,908</u>	<u>\$ 762,078</u>	<u>\$ 3,639,830</u>	\$ 4,247,160
<b><u>ASH HANDLING SYSTEM</u></b>									
0001	0687	15-3 Design Services	GHD	R	12/2015	\$ 70,204	\$ 68,799	\$ 1,405	
0001	0687	Construction Services	GHD	R	12/2015	\$ 19,354	\$ 2,105	\$ 17,249	
0001	0688	Construction Fees, Etc.	BR Welding	R	6/2015	\$ 411,540	\$ -	\$ 411,540	
				R	12/2015	\$ 1,000	\$ 855	\$ 145	
						<u>\$ 502,098</u>	<u>\$ 71,759</u>	<u>\$ 430,339</u>	\$ 4,677,499
<b><u>INCINERATOR IMPROVEMENTS</u></b>									
0001	0684	Incinerator Improvement Study	Chavond Barry Eng.	R	Done	\$ 88,000	\$ 88,000	\$ -	
0001	0684	Incinerator Improvements Design	Chavond Barry Eng.	R	Done	\$ 238,547	\$ 238,547	\$ -	
0001	0684	Incinerator Improvements Construction Services	Chavond Barry Eng.	R	12/2016	\$ 137,000	\$ 61,037	\$ 75,963	
0001	0684	15-1 Scrubber System Procurement	EnviroCare Int'l	R	12/2016	\$ 975,190	\$ 823,863	\$ 151,327	
0001	0684	15-2 Scrubber System Installation	Centerpoint Assoc.	R	12/2016	\$ 1,576,855	\$ 737,207	\$ 839,648	
0001	0684	15-2 Scrubber Water System Capacity Upgrade Design	Kleinfelder	R	12/2016	\$ 71,820	\$ 71,634	\$ 186	
						<u>\$ 3,067,412</u>	<u>\$ 2,020,288</u>	<u>\$ 1,067,124</u>	\$ 5,744,823
<b><u>HEADWORKS</u></b>									
0005	0673	10-1 Headworks Study	Kleinfelder	NJEIT '10	done	\$ 56,800	\$ 56,800	\$ -	
0005	0673	Headworks Design	Kleinfelder	NJEIT '10	done	\$ 612,785	\$ 612,785	\$ -	
0005	0673	Headworks Design	AECOM	NJEIT '10	done	\$ 9,292	\$ 9,292	\$ -	
0005	0673	Headworks -Construction Services	Kleinfelder	NJEIT '10	12/2015	\$ 698,012	\$ 686,220	\$ 11,792	
0005	0674	Headworks Construction	Tomar	NJEIT '10	12/2015	\$ 9,896,144	\$ 9,698,221	\$ 197,923	
0005	0674	Headworks Construction	International Flow Tech	NJEIT '10	done	\$ 39,550	\$ 39,550	\$ -	
0005	0674	Grit Removal Tank Meter Procurement	Eastern Controls	NJEIT '10	done	\$ 12,305	\$ 12,305	\$ -	
0005	0674	Grit Removal Tank VFD/Meter Installation	DeMaio Elec.	NJEIT '10	done	\$ 17,630	\$ 17,630	\$ -	
0005	0674	Headworks Construction Fees	Various	NJEIT '10	done	\$ 81,664	\$ 81,664	\$ -	
0001	0674	Headworks Escrow Fees-Other	Princeton	NJEIT '10	done	\$ 6,745	\$ 6,745	\$ -	
0001	0674	Headworks-DEP Engineering Fees- Not reimbursable	DEP	NJEIT '10	12/2015	\$ 133,950	\$ 133,950	\$ -	
0005	0170	Headworks Issue Costs-HD&W	Hawkins, Delafield	NJEIT '10	done	\$ 29,154	\$ 29,154	\$ -	
0005	0674	Field Restoration	Szul's Landscaping	NJEIT '10	done	\$ 32,940	\$ 32,940	\$ -	
0005	0674	Other Costs including Sampling and Analysis	Various	NJEIT '10	done	\$ 2,953	\$ 2,953	\$ -	
0005	0674	Influent Flow Meter	Rosemount	NJEIT '10	done	\$ 5,076	\$ 5,076	\$ -	
						<u>\$ 11,635,000</u>	<u>\$ 11,425,285</u>	<u>\$ 209,715</u>	\$ 5,954,338

<b>PHOSPHOROUS IMPROVEMENTS</b>										
0002			Pennington WWTP Phos. Removal	2004 B	12/2016	\$ 325,000	\$ -	\$ 325,000		
0002			Hopewell WWTP Phos. Removal	2004 B	12/2016	\$ 325,000	\$ -	\$ 325,000		
			<b>SUB-TOTAL</b>			<b>\$ 650,000</b>	<b>\$ -</b>	<b>\$ 650,000</b>	\$	<b>6,604,338</b>
<b>SCHWING PUMP REPLACEMENT PROJECT</b>										
0001			4 New Schwing Pumps-Phase 1	R	12/2016	\$ 2,800,000	\$ -	\$ 2,800,000		
			<b>SUB-TOTAL</b>			<b>\$ 2,800,000</b>	<b>\$ -</b>	<b>\$ 2,800,000</b>	\$	<b>9,404,338</b>
<b>COMMINUTORS</b>										
0001	0682	14-4	Comminutors for all 3 pump stations		R	12/2015	\$ 2,884,840	\$ -	\$ 2,884,840	
0001	0682		Comminutors Design / Support	Kleinfelder	R	12/2014	\$ 115,160	\$ 95,584	\$ 19,576	
			<b>SUB-TOTAL</b>			<b>\$ 3,000,000</b>	<b>\$ 95,584</b>	<b>\$ 2,904,416</b>	\$	<b>12,306,754</b>
<b>INFORMATION TECHNOLOGY IMPROVEMENTS</b>										
0001	0500		Information Technology Network Assessment	EMA	R	done	\$ 30,000	\$ 30,000	\$ -	
0001	0500		Maintenance Management Software	Mpulse	R	12/2015	\$ 33,500	\$ 24,000	\$ 9,500	
0001	0500		Temp. IT Manager	EMA	R	12/2015	\$ 105,820	\$ 32,621	\$ 73,199	
0001	0500		Financial System Upgrade	Sungard Public Sector	R	12/2016	\$ 56,115	\$ 31,020	\$ 25,095	
0001	0500		Asset Management / Financial System Upgrade	Balance to be determined	R	12/2016	\$ 224,565	\$ -	\$ 224,565	
0001	0500		Hardware	Various	R	12/2016	\$ 50,000	\$ 18,289	\$ -	
			<b>SUB-TOTAL</b>			<b>\$ 500,000</b>	<b>\$ 117,641</b>	<b>\$ 332,359</b>	\$	<b>12,641,113</b>
<b>UPSTREAM PLANTS</b>										
0002	0634		Upstream Facilities Process Evaluation	Kleinfelder	2004 B	12/2015	\$ 155,000	\$ 104,017	\$ 50,983	
0002			Pennington Improvements-partial funding		2004 B	12/2019	\$ 4,795,000	\$ -	\$ 4,795,000	
			<b>SUB-TOTAL</b>			<b>\$ 4,950,000</b>	<b>\$ 104,017</b>	<b>\$ 4,845,983</b>	\$	<b>17,487,095</b>
<b>TOTAL CURRENT PROJECTS-FUNDED</b>						<b>\$ 32,455,298</b>	<b>\$ 14,918,202</b>	<b>\$ 17,487,095</b>	\$	<b>17,487,095</b>
<b>PROJECTS - NOT FUNDED :</b>										
<b>UPSTREAM PLANTS</b>										
			Hopewell WWTP Improvements	NF	12/2019	\$ 7,200,000	\$ -	\$ 7,200,000		
			Pennington Improvements-balance	NF	12/2019	\$ 1,505,000	\$ -	\$ 1,505,000		
			<b>SUB-TOTAL</b>			<b>\$ 8,705,000</b>	<b>\$ -</b>	<b>\$ 8,705,000</b>	\$	<b>8,705,000</b>
<b>SCHWING PUMP REPLACEMENT PROJECT</b>										
			3 New Schwing Pumps-Phase 2	NF	12/2017	\$ 1,650,000	\$ -	\$ 1,650,000		
			New Schwing Pumps-Phase 2	NF	12/2017	\$ 250,000	\$ -	\$ 250,000		
			<b>SUB-TOTAL</b>			<b>\$ 1,900,000</b>	<b>\$ -</b>	<b>\$ 1,900,000</b>	\$	<b>10,605,000</b>
<b>FUTURE SMALL CAPITAL PROJECTS</b>										
			Future Small Capital Projects -(\$600,000 per year)	NF	2016 to 2019	\$ 2,400,000	\$ -	\$ 2,400,000		
			<b>SUB-TOTAL</b>			<b>\$ 2,400,000</b>	<b>\$ -</b>	<b>\$ 2,400,000</b>	\$	<b>13,005,000</b>
<b>TOTAL PROJECTS-NOT FUNDED</b>						<b>\$ 13,005,000</b>	<b>\$ -</b>	<b>\$ 13,005,000</b>		
<b>TOTAL PROJECTS</b>						<b>\$ 45,460,298</b>	<b>\$ 14,918,202</b>	<b>\$ 30,492,095</b>		
<b>BUDGET CHANGES FROM PRIOR MONTH:</b>										
						Amount		Reason		
0006	0680		Generator Construction	Highlands Industrial	NJEIT '15	05/2016	\$ 20,175	Reso. 2015-47, sheer pin		
0001	0688		Construction	BR Welding	R	6/2015	\$ (517,256)	Change in Estimate due to Award per reso. 2015-46		
			<b>SUB-TOTAL</b>			<b>\$ (497,081)</b>				
R=			Funded from Retained Earnings			\$ 10,818,390	\$ 2,626,822	\$ 8,141,568		
2004 B=			Funded from 2004 Bond Issue Proceeds			\$ 5,600,000	\$ 104,017	\$ 5,495,983		
2010 NJEIT=			NJ Environmental Infrastructure Trust 2010			\$ 11,635,000	\$ 11,425,285	\$ 209,715		
2015 NJEIT=			NJ Environmental Infrastructure Trust 2015			\$ 4,401,908	\$ 782,078	\$ 3,639,830		
			<b>Sub-Total- Funded Projects</b>			<b>\$ 32,455,298</b>	<b>\$ 14,918,202</b>	<b>\$ 17,487,095</b>		
NF			Projects- Not Funded			\$ 13,005,000	\$ -	\$ 13,005,000		
			<b>Total Projects</b>			<b>\$ 45,460,298</b>	<b>\$ 14,918,202</b>	<b>\$ 30,492,095</b>		

**Current Funding Sources**  
**Capital Projects**  
**August 31, 2015**

	<u>Total</u>	<u>2004 Bond Projects</u>	<u>2007 NJEIT</u>	<u>2010 NJEIT</u>	<u>2015 NJEIT</u>	<u>Other</u>
Current Assets	\$ 24,952,098	\$ 5,527,661	\$ 0	\$ 405,773	\$ 3,654,222	\$ 15,364,442
Interfunds	\$					
Current Liabilities	\$ (2,252,199)	(\$ 17,844)	\$ 0	(\$ 196,058)	(\$ 14,393)	\$ (2,023,905)
<b>Total Working Capital</b>	<b>\$ 22,699,899</b>	<b>5,509,818</b>	<b>\$ 0</b>	<b>209,715</b>	<b>3,639,830</b>	<b>13,340,537</b>
Less: Required Reserves / Designations						
Bond Reserve Fund	(960,160)	-	-	-		(960,160)
Renewal/Replacement Fund	(600,000)	-	-	-		(600,000)
Emergency Set Aside (included in General Fund)	(1,000,000)	-	-	-		(1,000,000)
Health Insurance at Retirement*	(90,596)					(90,596)
<b>Total Required Reserves</b>	<b>\$ (2,650,756)</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ (2,650,756)</b>
<b>Working Capital Available to Fund Projects</b>	<b>\$ 20,049,143</b>	<b>\$ 5,509,818</b>	<b>\$ -</b>	<b>\$ 209,715</b>	<b>\$ 3,639,830</b>	<b>\$ 10,689,781</b>
<b>Current Projects List- estimate</b>	<b>\$ 17,487,095</b>	<b>\$5,495,983</b>	<b>\$0</b>	<b>\$209,715</b>	<b>\$3,639,830</b>	<b>\$8,141,568</b>
<b>Balance of Funds Available as of August 31, 2015</b>	<b>\$ 2,562,048</b>	<b>\$ 13,835</b>	<b>\$0</b>	<b>\$ 0</b>	<b>\$ 0</b>	<b>\$ 2,548,212</b>

\*Per Financial Advisor calculation dated 1/17/2014

## Summary of Outstanding Bond Issues

<u>Bond Issue</u>	<u>Outstanding Balance</u>		<u>Change From Prior Month</u>	<u>Weighted Average Coupon Rate</u>
	<u>August 31, 2015</u>	<u>July 31, 2015</u>		
2002 Revenue Refunding Bonds	\$ 780,000	\$ 780,000	\$ -	4.70%
2004 Bond Issue	\$ 235,000	\$ 235,000	\$ -	4.10%
2012 Revenue Refunding Bonds	\$ 6,950,000	\$ 6,950,000	\$ -	3.92%
2007 NJEIT Trust Loan	\$ 2,145,000	\$ 2,145,000	\$ -	4.58%
2007 NJEIT Fund Loan	\$ 1,589,362	\$ 1,589,362	\$ -	0.00%
2009 NJEIT Trust Loan	\$ 665,000	\$ 665,000	\$ -	3.91%
2009 NJEIT Fund Loan	\$ 589,750	\$ 589,750	\$ -	0.00%
2010 NJEIT Trust Loan	\$ 4,530,000	\$ 4,530,000	\$ -	5.00%
2010 NJEIT Fund Loan	\$ 2,514,783	\$ 2,514,783	\$ -	0.00%
2015 NJEIT Trust Loan	\$ 1,075,000	\$ 1,075,000	\$ -	4.48%
2015 NJEIT Fund Loan	\$ 2,575,628	\$ 2,575,628	\$ -	0.00%
	<u>\$ 23,649,523</u>	<u>\$ 23,649,523</u>	<u>\$ -</u>	

Bond principal is paid 2/1, 8/1 and 12/1

<b>INTEREST RATE COMPARISON</b>				
<b>SEPTEMBER 2010 - SEPTEMBER 2015</b>				
<b>BID DATE</b>	<b>SBRSA HIGHEST BID REC'D</b>	<b>NO. DAYS</b>	<b>BANK</b>	<b>NJ CASH MANAGEMENT FUND AVG. YIELD</b>
9/10/10	0.55	369	1st Constitution Bank	0.22
10/21/10	0.65	365	1st Constitution Bank	0.21
11/1/10	0.60	295	1st Constitution Bank	0.20
12/10/10	0.25	365	Bank of America	0.21
1/20/2011	0.25	365	Bank of America	0.23
2/24/2011	0.35	299	1st Constitution Bank	0.21
3/23/2011	0.25	365	Bank of America	0.21
4/19/11	0.45	365	1st Constitution Bank	0.21
5/11/11	0.35	371	1st Constitution Bank	0.15
6/22/11	0.25	60	1st Constitution Bank	0.15
7/21/11	0.20	365	Bank of America	0.07
9/14/11	0.30	280	The Bank	0.04
09/21/11	0.30	369	The Bank	0.04
11/2/2011	0.30	370	The Bank	0.04
12/15/2011	0.20	365	PNC	0.04
1/4/2012	0.30	224	1st Constitution Bank	0.04
2/22/2012	0.20	365	Bank of America	0.04
3/19/2012	0.20	60	1st Constitution Bank	0.05
4/5/2012	0.25	376	1st Constitution Bank	0.05
5/17/2012	0.20	365	1st Constitution Bank	0.05
6/20/2012	0.20	365	Bank of America	0.05
7/19/2012	0.20	365	Bank of America	0.05
8/21/12	0.20	365	Bank of America	0.05
9/21/12	0.20	365	Bank of America	0.05
10/18/2012	0.20	365	Bank of America	0.05
11/08/2012	0.20	285	Fulton Bank	0.05
12/13/2012	0.20	365	Bank of America	0.05
2/08/2013	0.20	376	Fulton Bank	0.05
02/26/2013	0.20	366	Fulton Bank	0.07
3/26/2013	0.20	365	1st Constitution Bank	0.07
4/23/2013	0.15	393	1st Constitution Bank	0.07
6/11/2013	0.15	365	1st Constitution Bank	0.04
7/17/2013	0.20	365	Bank of America	0.04
8/20/2013	0.20	285	Fulton Bank	0.05
9/4/2013	0.20	365	Fulton Bank	0.05
10/23/2013	0.20	365	Bank of America	0.06
10/31/2013	0.25	365	Fulton Bank	0.07
12/06/2013	0.30	368	Fulton Bank	0.07
1/24/2014	0.20	365	1st Constitution Bank	0.06
2/20/2014	0.20	365	Bank of America	0.06
3/18/2014	0.20	365	1st Constitution Bank	0.06
4/22/2014	0.20	365	1st Constitution Bank	0.07
05/14/2014	0.20	369	1st Constitution Bank	0.06
06/18/2014	0.17	365	Bank of America	0.06
07/17/2014	0.15	365	PNC	0.05
08/19/2014	0.15	365	PNC	0.05
09/11/2014	0.20	279	1st Constitution Bank	0.05
10/23/2014	0.15	365	PNC	0.06
11/18/14	0.15	360	PNC	0.06
1/21/2015	0.15	360	PNC	0.07
2/19/2015	0.15	360	PNC	0.07
2/27/2015	0.20	360	1st Constitution Bank	0.07
4/22/2015	0.15	360	PNC	0.07
5/19/2015	0.20	365	1st Constitution Bank	0.07
07/08/2015	0.20	370	1st Constitution Bank	0.07
8/19/2015	0.25	370	1st Constitution Bank	0.10
9/11/2015	0.25	360	1st Constitution Bank	0.12

# 2016

Stony Brook Regional Sewerage Authority  
(name)

## Authority Budget

[www.sbrsa.org](http://www.sbrsa.org)  
(Authority Web Address)

**Department Of**



**Community  
Affairs**

Division of Local Government Services

# **2016 AUTHORITY BUDGET**

## **Certification Section**

2016

Stony Brook Regional Sewerage Authority

(Name)

AUTHORITY BUDGET

FISCAL YEAR: FROM December 1, 2015 TO November 30, 2016

For Division Use Only

CERTIFICATION OF APPROVED BUDGET

It is hereby certified that the approved Budget made a part hereof complies with the requirements of law and the rules and regulations of the Local Finance Board, and approval is given pursuant to N.J.S.A. 40A:5A-11.

State of New Jersey
Department of Community Affairs
Director of the Division of Local Government Services

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

CERTIFICATION OF ADOPTED BUDGET

It is hereby certified that the adopted Budget made a part hereof has been compared with the approved Budget previously certified by the Division, and any amendments made thereto. This adopted Budget is certified with respect to such amendments and comparisons only.

State of New Jersey
Department of Community Affairs
Director of the Division of Local Government Services

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

# 2016 PREPARER'S CERTIFICATION

## Stony Brook Regional Sewerage Authority

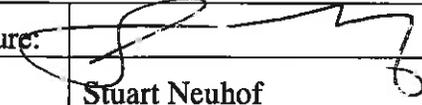
(Name)

### AUTHORITY BUDGET

**FISCAL YEAR:** FROM: 12/1/2015 TO: 11/30/2016

It is hereby certified that the Authority Budget, including both the Annual Budget and the Capital Budget/Program annexed hereto, represents the members of the governing body's resolve with respect to statute in that: all estimates of revenue are reasonable, accurate and correctly stated; all items of appropriation are properly set forth; and in itemization, form and content, the budget will permit the exercise of the comptroller function within the Authority.

It is further certified that all proposed budgeted amounts and totals are correct. Also, I hereby provide reasonable assurance that all assertions contained herein are accurate and all required schedules are completed and attached.

Preparer's Signature:			
Name:	Stuart Neuhof		
Title:	CFO		
Address:	290 River Road, Princeton, NJ 08540		
Phone Number:	609 924-8881	Fax Number:	609 924-2857
E-mail address	sneuhof@SBRSA.org		

# 2016 APPROVAL CERTIFICATION

## Stony Brook Regional Sewerage Authority

(Name)

### AUTHORITY BUDGET

**FISCAL YEAR: FROM: 12/1/2015 TO: 11/30/2016**

It is hereby certified that the Authority Budget, including all schedules appended hereto, are a true copy of the Annual Budget and Capital Budget/Program approved by resolution by the governing body of the Stony Brook Regional Sewerage Authority, at an open public meeting held pursuant to N.J.A.C. 5:31-2.3, on the 28th day of September, 2015.

It is further certified that the recorded vote appearing in the resolution represents not less than a majority of the full membership of the governing body thereof.

Officer's Signature:			
Name:	John Kantorek		
Title:	Executive Director		
Address:	290 River Road, Princeton, NJ 08540		
Phone Number:	609 924-8881	Fax Number:	609 924-2857
E-mail address	jkantorek@SBRSA.org		

# INTERNET WEBSITE CERTIFICATION

<b>Authority's Web Address:</b>	<a href="http://www.sbrsa.org">http://www.sbrsa.org</a>
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All authorities shall maintain either an Internet website or a webpage on the municipality's or county's Internet website. The purpose of the website or webpage shall be to provide increased public access to the authority's operations and activities. N.J.S.A. 40A:5A-17.1 requires the following items to be included on the Authority's website at a minimum for public disclosure. Check the boxes below to certify the Authority's compliance with N.J.S.A. 40A:5A-17.1.

- A description of the Authority's mission and responsibilities
- Commencing with 2013, the budgets for the current fiscal year and immediately preceding two prior years
- The most recent Comprehensive Annual Financial Report (Unaudited) or similar financial information
- Commencing with 2012, the annual audits of the most recent fiscal year and immediately two prior years
- The Authority's rules, regulations and official policy statements deemed relevant by the governing body of the authority to the interests of the residents within the authority's service area or jurisdiction
- Notice posted pursuant to the "Open Public Meetings Act" for each meeting of the Authority, setting forth the time, date, location and agenda of each meeting
- Beginning January 1, 2013, the approved minutes of each meeting of the Authority including all resolutions of the board and their committees; for at least three consecutive fiscal years
- The name, mailing address, electronic mail address and phone number of every person who exercises day-to-day supervision or management over some or all of the operations of the Authority
- A list of attorneys, advisors, consultants and any other person, firm, business, partnership, corporation or other organization which received any remuneration of \$17,500 or more during the preceding fiscal year for any service whatsoever rendered to the Authority.

It is hereby certified by the below authorized representative of the Authority that the Authority's website or webpage as identified above complies with the minimum statutory requirements of N.J.S.A. 40A:5A-17.1 as listed above. A check in each of the above boxes signifies compliance.

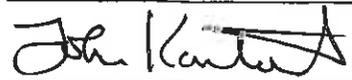
Name of Officer Certifying compliance

John Kantorek

Title of Officer Certifying compliance

Executive Director

Signature



# 2016 AUTHORITY BUDGET RESOLUTION

## Stony Brook Regional Sewerage Authority

**FISCAL YEAR: FROM: 12/1/2015 TO: 11/30/2016**

### Resolution # 2015-49

WHEREAS, the Annual Budget and Capital Budget for the Stony Brook Regional Sewerage Authority for the fiscal year beginning, December 1, 2015 and ending, November 30, 2016 has been presented before the governing body of the Stony Brook Regional Sewerage Authority at its open public meeting of September 28, 2015; and

WHEREAS, the Annual Budget as introduced reflects Total Revenues of \$14,941,101 , Total Appropriations, including any Accumulated Deficit if any, of \$14,941,101 and Total Unrestricted Net Position utilized of \$0; and

WHEREAS, the Capital Budget as introduced reflects Total Capital Appropriations of \$7,862,000 and Total Unrestricted Net Position planned to be utilized as funding thereof, of \$3,980,000 ; and

WHEREAS, the schedule of rates, fees and other charges in effect will produce sufficient revenues, together with all other anticipated revenues to satisfy all obligations to the holders of bonds 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 Stony Brook Regional Sewerage Authority, at an open public meeting held on September 28, 2015 that the Annual Budget, including all related schedules, and the Capital Budget/Program of the Stony Brook Regional Sewerage Authority for the fiscal year beginning, December 1, 2015 and ending, November 30, 2016 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 arrangements, service contracts, and other pledged agreements; and

BE IT FURTHER RESOLVED, that the governing body of the Stony Brook Regional Sewerage Authority will consider the Annual Budget and Capital Budget/Program for adoption on November 16, 2015.

\_\_\_\_\_  
(Secretary's Signature)

\_\_\_\_\_  
(Date)

Governing Body Member:	Recorded Vote			
	Aye	Nay	Abstain	Absent
Robert A. Bartolini				
Harry Compton				
Gale D. Downey				
David A. Goldfarb				
C. Schuyler Morehouse				
Bharat Patel				

# 2016 ADOPTION CERTIFICATION

## Stony Brook Regional Sewerage Authority

(Name)

### AUTHORITY BUDGET

**FISCAL YEAR: FROM: 12/1/2015 TO: 11/30/2016**

It is hereby certified that the Authority Budget and Capital Budget/Program annexed hereto is a true copy of the Budget adopted by the governing body of the Stony Brook Regional Sewerage Authority, pursuant to N.J.A.C. 5:31-2.3, on the 16th day of, November, 2016.

Officer's Signature:			
Name:	John Kantorek		
Title:	Executive Director		
Address:	290 River Road, Princeton, NJ 08540		
Phone Number:	609 924-8881	Fax Number:	609 924-2857
E-mail address	<a href="mailto:jkantorek@SBRSA.org">jkantorek@SBRSA.org</a>		

# 2016 ADOPTED BUDGET RESOLUTION

## Stony Brook Regional Sewerage Authority

(Name)

### AUTHORITY

**FISCAL YEAR: FROM: 12/1/2015 TO: 11/30/2016**

WHEREAS, the Annual Budget and Capital Budget/Program for the Stony Brook Regional Sewerage Authority for the fiscal year beginning December 1, 2015 and ending, November 30, 2016 has been presented for adoption before the governing body of the Stony Brook Regional Sewerage Authority at its open public meeting of September 28, 2015; and

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

WHEREAS, the Annual Budget as presented for adoption reflects Total Revenues of \$ \_\_\_\_\_, Total Appropriations, including any Accumulated Deficit, if any, of \$ \_\_\_\_\_ and Total Unrestricted Net Position utilized of \$ \_\_\_\_\_; and

WHEREAS, the Capital Budget as presented for adoption reflects Total Capital Appropriations of \$ \_\_\_\_\_ and Total Unrestricted Net Position planned to be utilized of \$ \_\_\_\_\_; and

NOW, THEREFORE BE IT RESOLVED, by the governing body of Stony Brook Regional Sewerage Authority, at an open public meeting held on November 16, 2015 that the Annual Budget and Capital Budget/Program of the Stony Brook Regional Sewerage Authority for the fiscal year beginning, December 1, 2015 and ending, November 30, 2016 is hereby adopted and shall constitute appropriations for the purposes stated; and

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

\_\_\_\_\_  
(Secretary's Signature)

\_\_\_\_\_  
(Date)

Governing Body Member:	Recorded Vote			
	Aye	Nay	Abstain	Absent

- Robert A. Bartolini
- Harry Compton
- Gale D. Downey
- David A. Goldfarb
- C. Schuyler Morehouse
- Bharat Patel

**2016 AUTHORITY BUDGET**  
**Narrative and Information Section**

**2016 AUTHORITY BUDGET MESSAGE & ANALYSIS**  
**Stony Brook Regional Sewerage Authority**  
 (Name)

**AUTHORITY BUDGET**

**FISCAL YEAR: FROM: 12/1/2015 TO: 11/30/2016**

***Answer all questions below. Attach additional pages and schedules as needed.***

- 1. Complete a brief statement on the 2016 proposed Annual Budget and make comparison to the 2015 adopted budget for each operation. Explain any variances over +/-10% for each line item by operation. Explanations of variances should include a description of the reason for the increase/decrease in the budgeted line item, not just an indication of the amount and percent of the change. Attach any supporting documentation that will help to explain the reason for the increase/decrease in the budgeted line item. For example, if anticipated service charges have increased 15% due to an increase in rates, provide a copy of the resolution authorizing the rate increase. **See Attached****
- 2. Complete a brief statement on the impact the proposed Annual Budget will have on Anticipated Revenues, especially service charges and on the general purpose/component unit financial statements. Explain significant increases or decreases, if any. An increase or decrease is considered significant if it is over +/-10% from the current year adopted budget. **See Attached****
- 3. Describe the state of the local/regional economy and how it may impact the proposed Annual Budget, including the planned Capital Budget/Program. **The State of The Local Economy is Good.****
- 4. Describe the reasons for utilizing Unrestricted Net Position in the proposed Annual Budget, i.e. rate stabilization, debt service reduction, to balance the budget, etc. If the Authority's budget anticipates a use of Unrestricted Net Position, this question must be answered. **N/A****
- 5. Identify any sources of funds transferred to the County/Municipality as a budget subsidy or a shared service and explain the reason for the transfer (i.e.: to balance the County/Municipality budget, etc.). **N/A****
- 6. The proposed budget must not reflect an anticipated deficit from 2015 operations. If there exists an accumulated deficit from prior years' budgets (and funding is included in the proposed budget as a result of a prior deficit) explain the funding plan to eliminate said deficit (N.J.S.A. 40A:5A-12). If the Authority has a net deficit reported in its most recent audit, it must provide a deficit reduction plan in response to this question. **N/A****
- 7. Attach a schedule of the Authority's existing rate structure (connection fees, parking fees, service charges, etc.) and a schedule of the proposed rate structure for the upcoming fiscal year. Explain any proposed changes in the rate structure and attach the resolution approving the change in the rate structure, if applicable. **See Attached. Expecting no change for the 2016 rate schedule.****
- 8. Attach a copy of the Authority's most recent Annual Operating Data submission to the Municipal Securities Rulemaking Board's Electronic Municipal Marketplace Access (EMMA) under the Authority's Continuing Disclosure Agreements for any debt issuances outstanding. Examples of Annual Operating Data may include sewer and water billings; parking rents and collections; number of customers; number of available parking spaces; etc. See Local Finance Notice 2014-9 for more information. **See Attached****

**SBRSA MEMORANDUM**

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TO: Robert A. Bartolini, Chairman  
Gale D. Downey, Vice Chairman  
C. Schuyler Morehouse, Treasurer  
Harry Compton  
David A. Goldfarb  
Bharat Patel

FROM: Stuart Neuhof, Chief Financial Officer

DATE: August 19, 2016

Re: 2016 Proposed Budget

The total 2016 budget request is for \$14,941,101 which is an increase of \$145,699 or 1.0% greater than the 2015 budget. The Participants charge of \$12,371,101 will increase by \$145,699 or 1.2%. The Participants charge average increase over the past 5 years was 0.5% and 1.5% over the past 10 years.

Total Operating expenses increased by \$399,935 or 3.4%. Salaries are anticipated to increase 2.9% largely due to the addition of an IT Manager which will take the place of the Regulatory Officer position which has been vacant for several years. Electricity is anticipated to increase \$86,184 due to increased usage and a recent tariff increase. The Electric supply bid contract will come up for renewal six months into the new budget year. The Princeton solar project savings will likely occur towards the end of 2016 and is not factored into this budget.

A required Incinerator Stack test compliance for the new scrubbers will add \$100,000 to the 2016 budget. It is anticipated that repairs on equipment will add \$78,192 and Chemicals will add \$73,486 to the 2016 budget.

Debt Service will increase \$170,765 or 7.8% due to the recent Financing of the Generator Project through the NJEIT Trust.

Outside revenues including liquid and cake sludge, graywater, special waste and Princeton Farms are anticipated at the same budget level as last year. The additional Sludge Cake revenue from the Bayshore Regional Sewerage Authority is not anticipated because their incinerator is back in service as of April 2015.

The new proposed capital plan and five year budget projections are included for planning purposes.

Attached please find the budget narrative, and detailed schedules used in preparing the 2016 budget.

**Expenditures**

1. **Salaries:**

2016 Request = \$ 3,821,086 an increase of 2.9%  
2015 Budget = \$ 3,714,589  
2015 Projected = \$ 3,666,796

**Overall salaries are projected to increase by 2.9% compared to the 2015 budget and increase 4.2% compared to projected expenditures.** The Authority is requesting the addition of an IT Manager to manage the increasing complexity of our computer infrastructure. This position will take the place of the un-filled Regulatory Officer Position whose duties have been assigned to other employees. Starting salaries have been negotiated lower in the latest union contract.

The number of authorized positions remains at 46.

2. **Benefits:**

2016 Request = \$1,492,089 an increase of 0.2%  
2015 Budget = \$1,494,442  
2015 Projected = \$1,487,483

**Health benefits and other benefits are projected to increase by 0.2% compared to the 2015 budget and increase 0.5% over projected expenditures.** The anticipated increase for health benefits is 7.0% effective January 1, 2015. Phase 4 of the State Mandated health insurance deductions took effect on July 1, 2014 for non-union personnel. Union personnel are currently in phase 3. These increasing payroll deductions are off-setting the health insurance premium increases.

For 2016 our employer pension contributions are anticipated to not increase compared to the 2015 budget and increase by 1.6% compared to the actual amount paid in 2015.

The Social Security and Medicare percentage is expected to remain at 7.65% but the contribution threshold will likely increase. The new threshold is unknown at this time. For budgeting purposes we assumed the threshold would be \$121,000.

3. **Administrative Expenses:**

2016 Request = \$ 784,022 an increase of 10.6%  
2015 Budget = \$ 709,175  
2015 Projected = \$ 790,440

Administrative expenses are projected to increase 10.6% compared to the 2015 budget and decrease 0.8% compared to projected expenditures. Incinerator Stack compliance tests are required to be performed in this fiscal year and next fiscal year at an estimated amount of \$100,000 for each year. The stack test to be performed at the end of this fiscal year was inadvertently left out of the current budget when it was prepared.

#### 4. Professional Services

2016 Request = \$ 384,240 an increase of 5.2%  
2015 Budget = \$ 365,215  
2015 Projected = \$ 379,420

**Professional service expenses are projected to increase by 5.2% compared to the 2015 budget and increase 1.3% compared to projected expenditures.**

With increased regulatory compliance, there is an anticipated increase in need for General Engineering and Incinerator Regulatory advice.

#### 5. Operating:

2016 Request = \$ 5,685,327 an increase of 3.6%  
2015 Budget = \$ 5,488,114  
2015 Projected = \$ 5,647,788

**The Operating budget is projected to increase 3.6% compared to the 2015 budget and increase 0.7% compared to projected expenditures.**

Electricity, natural gas and chemicals comprise 62.3% of the Operating Budget.

Electricity accounts for 36.1% of the Operating budget. Electricity is anticipated to increase 4.4%. The Authorities aggregation group's bid in April 2014 resulted in a 24 month fixed supply price of \$.08149 per KWh which is an 8.5% increase compared to the prior generation contract price. The new rate took effect on June 1, 2014 and will continue through May 2016. A recent tariff adjustment added another 2.2% to the current price of \$.0833 per KWh. Also, the usage at River Road is approximately 6% more than last year at this time. The Princeton Solar Project will likely save the Authority 5 to 10% at the River Road Plant once it's complete. This savings is not in the budget because construction will likely be completed near the end of 2016.

Natural gas accounts for approximately 12.6% of the Operations budget. Our current gas contract expires on July 31, 2020. This contract is on a fixed up-charge/variable commodity charge basis. All months through November 2018 have been purchased at favorable rates. The commodity portion of the bill which represents approximately 60% of the total cost will increase 2.2% in 2016. The transportation and upcharge costs are anticipated to remain the same. The total natural gas increase is estimated to be 1.4%. The Authority was able to take advantage of purchasing several years of commodity needs when the market was trading near multi-year lows.

The Incinerator RTO (Regenerative Thermal Oxidizer Project) was completed in August 2009. Cumulative data indicates that we are saving 42.5% in the quantity of gas consumed. The cumulative gas savings from this project through May 2015 is \$3,543,323.

Chemical costs are anticipated to increase 10.6% mainly due to increases in the quantities used for odor control and magnesium hydroxide to control P.H.

Outside Repairs are anticipated to increase 20.5% or \$78,192 due to additional repairs and cleanouts needed for the incinerators.

## 6. Capital Requests

Please refer to capital budget section. The proposed capital plan includes projects and funding sources through fiscal year 2020.

Again, SBRSA plans to add \$425,000 to the capital plan for several small capital projects. This is a 50% decrease from the current budget amount of \$850,000. The small capital projects of \$600,000 will be funded from unrestricted retained earnings.

Items less than \$25,000 will be funded from the operating budget.

## 7. Debt Service:

2016 Request	=	\$ 2,346,985	an increase of 7.8%
2015 Budget	=	\$ 2,176,220	
2015 Projected	=	\$ 2,110,435	

**Debt service is budgeted at \$2,346,985, which is 7.8% greater than the current budget.** The Financing of the Generator Project through the NJEIT closed in May 2015. New Debt Service of \$218,719 will be added to the 2016 budget. This new financing in the total amount of \$4,524,504 consisted of three parts: Principal Forgiveness of \$873,874; DEP fund loan of \$2,575,628 at 0% interest and Trust Loan of \$1,075,000 at a market rate of 4.5%.

**Revenues:**

**Outside Sludge Revenues:**

In total, 2016 outside sludge revenues are anticipated to be the same as in the 2015 Budget. Additional sludge cake of \$300,000 received from the Bayshore RSA was not anticipated in the 2015 budget. That additional revenue ended in April 2015. Their storm damaged temporary incinerator has been repaired.

1.	Sludge Cake:		
	27,962 yards @ average price of \$53/yard	=	\$1,482,000
2.	Liquid Sludge:		
	14,000,000 gallons @ average price of \$52/1000	=	728,000
3.	Special Waste is projected using this year's anticipated amount to cover the cost of the Pretreatment Program.	=	75,000
4.	Septage/Gray Water:		
	Gray Water 1,093,000 @ \$32.00/1000	=	35,000
	Septage 0 @ \$62.00/1000	=	0
	Total Septage/Gray Water	=	35,000
5.	Princeton Farms Agreement	=	<u>180,000</u>
	Total Anticipated Revenue	=	<u>\$2,500,000</u>

Interest income is budgeted at \$20,000, which is the same amount as in the 2015 budget.

Other revenue is budgeted at \$50,000 and largely represents the Joint Insurance Fund dividend and electric energy curtailment program that we have received for the past several years. There is no indication at this time whether the JIF will increase or decrease this dividend.

The participant's charge of \$12,371,101 will increase \$145,699 or 1.2% for 2016.

**Remaining Budget Schedule:**

08/19/15 Finance Committee meets to review budget.  
08/19/15 No Finance Committee changes made to budget.  
08/24/15 Budget introduced for regular Authority meeting.  
09/10/15 Meeting with Municipal finance officers. **(Tentative date)**  
09/28/15 Approve budget for submission to State Department of Community Affairs at the regular September Authority meeting. (Invite Municipal Officials for Comment)  
10/01/15 Deadline for submission to State of NJ-Bureau of Authority Regulation.  
11/16/15 Seek Board Adoption of State Approved Budget submission.

Cc: John Kantorek, Executive Director  
Diane Redding, Asst. Finance Manager  
Municipal Finance Officers

**2015 RATE SCHEDULE  
NOTICE OF PUBLIC HEARING**

Notice is hereby given that a public hearing will be held by the STONY BROOK REGIONAL SEWERAGE AUTHORITY on Monday, December 15, 2014 at 7:30 PM in the Conference Room, Operations Building, 290 River Road, Princeton, NJ.

<b>I. Liquid Sludge</b>				
<b>Percent Solids</b>	<b>ANNUAL COMMITTED VOLUME PER SOURCE:</b>			<b>Uncommitted Contract</b>
	<b>Over 1 Million</b>	<b>0.5 - 0.99 Million</b>	<b>Up to 0.5 Million</b>	
0.0% - 5.5%	\$ 54	\$ 62	\$72	\$ 82
5.5% - 7.0%	\$ 72	\$ 82	\$ 87	\$102
<p>Notes:</p> <ol style="list-style-type: none"> <li>1) <b>All cost quotes are in dollars per 1000 gallons.</b></li> <li>2) <b>Effective Date and Terms of Revised Schedule:</b> These rates are in effect for calendar year 2015. See below additional discounts on longer-term contracts.</li> <li>3) <b>Discounted Items:</b> Deduct \$5/1000 gallons for Saturday and Sunday deliveries. Deduct \$5/1000 gallons for all quantities delivered in excess of 3 million gallons during 2015. Contracts through 12/31/16, <u>\$2/1000 gallons off 2015 posted rate.</u> Contracts through 12/31/17, <u>\$4/1000 gallons off 2016 posted rate.</u></li> <li>4) <b>Sludge which has volatile solids between 40 and 49.9% will be surcharged \$5/1000 gallons.</b> Sludge below 40% volatile solids is not accepted.</li> <li>5) <b>All non-contract sludge will be processed on a C.O.D. basis.</b></li> <li>6) For customers requesting to enter into contracts for committed volume in excess of 1.0 million gallons per year, and for a period of time in excess of one year, SBRSA may modify the above rates if, in its judgment, such modification is necessary to ensure the commitment of sufficient volume to utilize SBRSA's available sludge disposal capacity.</li> </ol>				
<b>II. Sludge Cake</b>				
<ol style="list-style-type: none"> <li>a. \$62/Cubic Yard (14 - 22% Solids)</li> <li>b. \$60/Cubic Yard (22.1 - 30% Solids)</li> <li>c. \$2/Cubic Yard discount for Saturday/Sunday deliveries</li> </ol> <p>Note: Sludge Cake Rates are negotiable for annual commitments in excess of 1,000 cu yds.</p>				
<b>III. Septage</b>				
		Gallons	All gallons Billed at	
	0	- 200,000	\$62	
	200,000	- 400,000	61	
	400,000	- 800,000	59	
	800,000	- 1,200,000	57	
<p>Note: All cost quotes are in dollars per 1,000 gallons. Commitments in excess of 1.2 million gallons/year are negotiable.</p>				
<b>IV. Gray Water</b>				
<p align="center"><b>\$32</b></p> <p>Note: All cost quotes are in dollars per 1,000 gallons. Commitments in excess of 1.0 million gallons/year are negotiable.</p>				
<b>V. Special Waste (Industrial Users)</b>				
<ol style="list-style-type: none"> <li>a. Flow Charge is \$0.9/1000 gallons</li> <li>b. Site Remediation flow charge from landfill or groundwater remediation projects is \$1.80/1000 gallons</li> </ol>				
<b>VI. High Strength User Surcharges:</b>				
<ol style="list-style-type: none"> <li>a. Biochemical Oxygen Demand (over 300 mg/l) - Suspended for 2015.</li> <li>b. Total Suspended Solids (over 300 mg/l) - Suspended for 2015.</li> <li>c. Ammonia Nitrogen (over 40 mg/l) - Suspended for 2015.</li> </ol>				

**SBRSA reserves the right to submit, direct or through haulers, sealed competitive bid prices as authorized by resolution.**

Further information regarding this hearing may be obtained by contacting the Stony Brook Regional Sewerage Authority office (609) 924-8881.

John Kantorek,  
Secretary

## RESOLUTION TO ADOPT THE 2015 RATE SCHEDULE

**Resolution No. 2014-87**  
**Dated: December 15, 2014**

WHEREAS, the Stony Brook Regional Sewerage Authority (hereinafter the Authority or SBRSA) is authorized by the Sewerage Authorities Law, and particularly N.J.S.A. 40:14A-7(11), to make and enforce rules and regulations for the management and regulation of its affairs and for the use, maintenance and operation of the sewerage system of the Authority, and to amend the same from time to time; and

WHEREAS, the Authority is authorized, when necessary and desirable, pursuant to N.J.S.A. 40:14A-8, to charge and collect rents, rates, fees or other charges in the nature of use or service charges, based or computed on various factors or on any combination of any such factors, and may give weight to the characteristics of the sewage and other wastes and any other special matter affecting the cost of treatment and disposal thereof, including chlorine deemed, biochemical oxygen deemed, concentration of solids and chemical composition [N.J.S.A. 40:14A-8(b)]; and

WHEREAS, the Authority desires to establish a Rate Schedule for 2015 so as to provide for the direct assessment and recovery of charges to Users discharging liquid sludge, sludge cake, septage, gray water, special wastes (Industrial Users) and high strength wastewater surcharges, as set forth in the 2015 Rate Schedule, attached hereto; and

WHEREAS, a notice of the 2015 Rate Schedule was published in accordance with the requirements of N.J.S.A. 40:14A-8, and public hearing held on December 15, 2014 at 7:30 PM, at the offices of the Authority, 290 River Road, Princeton, NJ, at which time the Authority solicited public comment on the proposed regulation.

**NOW, THEREFORE, BE IT RESOLVED** by the Stony Brook Regional Sewerage Authority as follows:

1. The 2015 Rate Schedule, attached as Exhibit A hereto and made a part hereof, is hereby adopted. Any and all bills issued by the Authority by reason of this regulation shall be due and payable by the recipient within 30 days of the date thereof upon the failure of which the Authority shall be authorized to assess interest at the rate then in effect pursuant to N.J.S.A. 40:14A-21.
2. If any provision of this resolution or the application thereof to any person or circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision of the resolution and to this end the provisions of this resolution are declared to be severable.
3. This Resolution shall take effect as provided by law.

Moved: Dr. Downey  
Seconded: Mr. Patel

Recorded Vote:

	<u>AYE</u>	<u>NO</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Robert A. Bartolini	x			
Harry Compton	x			
Gale D. Downey	x			
David Goldfarb	x			
C. Schuyler Morehouse	x			
Bharat Patel	x			

I HEREBY CERTIFY that the forgoing is a true and accurate copy of a Resolution adopted by the Stony Brook Regional Sewerage Authority at their Board Meeting December 15, 2014.



\_\_\_\_\_  
John Kantorek, P.E.  
Secretary

12/16/14  
\_\_\_\_\_  
Date

-----Original Message-----

From: [EMMANotifications@msrb.org](mailto:EMMANotifications@msrb.org) [mailto:[EMMANotifications@msrb.org](mailto:EMMANotifications@msrb.org)]

Sent: Friday, April 24, 2015 3:45 PM

To: Compliance Coordinator

Subject: Published Submission Confirmation

Your Continuing Disclosure Submission has been published.

SubmissionId: ER692911

Disclosure Type: FINANCIAL/OPERATING FILING Annual Financial Information and Operating Data (Rule 15c2-12): 2014 Annual Report for the year ended 11/30/2014

Document Name: Financial Operating Filing dated 04/24/2015  
2014 Annual Report.pdf posted 04/24/2015 3:36:17 PM

The following Issuers are associated with this Continuing Disclosure Submission:

CUSIP6	State	Issuer Name
862070	NJ	STONY BROOK REGL SEW AUTH N J REV

The following 57 Securities have been published with this Continuing Disclosure Submission:

Security: CUSIP - 862070GH6, Maturity Date - 12/01/2003  
 Security: CUSIP - 862070GJ2, Maturity Date - 12/01/2004  
 Security: CUSIP - 862070GK9, Maturity Date - 12/01/2005  
 Security: CUSIP - 862070GL7, Maturity Date - 12/01/2006  
 Security: CUSIP - 862070GM5, Maturity Date - 12/01/2007  
 Security: CUSIP - 862070GN3, Maturity Date - 12/01/2008  
 Security: CUSIP - 862070GP8, Maturity Date - 12/01/2009  
 Security: CUSIP - 862070GQ6, Maturity Date - 12/01/2010  
 Security: CUSIP - 862070GR4, Maturity Date - 12/01/2011  
 Security: CUSIP - 862070GS2, Maturity Date - 12/01/2012  
 Security: CUSIP - 862070GT0, Maturity Date - 12/01/2013  
 Security: CUSIP - 862070GU7, Maturity Date - 12/01/2014  
 Security: CUSIP - 862070GV5, Maturity Date - 12/01/2015  
 Security: CUSIP - 862070GW3, Maturity Date - 12/01/2016  
 Security: CUSIP - 862070GX1, Maturity Date - 12/01/2005  
 Security: CUSIP - 862070GY9, Maturity Date - 12/01/2006  
 Security: CUSIP - 862070GZ6, Maturity Date - 12/01/2007  
 Security: CUSIP - 862070HA0, Maturity Date - 12/01/2008  
 Security: CUSIP - 862070HB8, Maturity Date - 12/01/2009  
 Security: CUSIP - 862070HC6, Maturity Date - 12/01/2010  
 Security: CUSIP - 862070HD4, Maturity Date - 12/01/2011  
 Security: CUSIP - 862070HE2, Maturity Date - 12/01/2012

Security: CUSIP - 862070HF9, Maturity Date - 12/01/2013  
Security: CUSIP - 862070HG7, Maturity Date - 12/01/2014  
Security: CUSIP - 862070HH5, Maturity Date - 12/01/2015  
Security: CUSIP - 862070HJ1, Maturity Date - 12/01/2016  
Security: CUSIP - 862070HK8, Maturity Date - 12/01/2017  
Security: CUSIP - 862070HL6, Maturity Date - 12/01/2018  
Security: CUSIP - 862070HM4, Maturity Date - 12/01/2019  
Security: CUSIP - 862070HN2, Maturity Date - 12/01/2020  
Security: CUSIP - 862070HP7, Maturity Date - 12/01/2021  
Security: CUSIP - 862070HQ5, Maturity Date - 12/01/2022  
Security: CUSIP - 862070HR3, Maturity Date - 12/01/2023  
Security: CUSIP - 862070HS1, Maturity Date - 12/01/2026  
Security: CUSIP - 862070HT9, Maturity Date - 12/01/2029  
Security: CUSIP - 862070HU6, Maturity Date - 12/01/2033  
Security: CUSIP - 862070HV4, Maturity Date - 12/01/2013  
Security: CUSIP - 862070HW2, Maturity Date - 12/01/2014  
Security: CUSIP - 862070HX0, Maturity Date - 12/01/2015  
Security: CUSIP - 862070HY8, Maturity Date - 12/01/2016  
Security: CUSIP - 862070HZ5, Maturity Date - 12/01/2017  
Security: CUSIP - 862070JA8, Maturity Date - 12/01/2018  
Security: CUSIP - 862070JB6, Maturity Date - 12/01/2019  
Security: CUSIP - 862070JC4, Maturity Date - 12/01/2020  
Security: CUSIP - 862070JD2, Maturity Date - 12/01/2021  
Security: CUSIP - 862070JEO, Maturity Date - 12/01/2022  
Security: CUSIP - 862070JF7, Maturity Date - 12/01/2023  
Security: CUSIP - 862070JG5, Maturity Date - 12/01/2024  
Security: CUSIP - 862070JH3, Maturity Date - 12/01/2025  
Security: CUSIP - 862070JJ9, Maturity Date - 12/01/2026  
Security: CUSIP - 862070JK6, Maturity Date - 12/01/2027  
Security: CUSIP - 862070JL4, Maturity Date - 12/01/2028  
Security: CUSIP - 862070JM2, Maturity Date - 12/01/2029  
Security: CUSIP - 862070JNO, Maturity Date - 12/01/2030  
Security: CUSIP - 862070JP5, Maturity Date - 12/01/2031  
Security: CUSIP - 862070JQ3, Maturity Date - 12/01/2032  
Security: CUSIP - 862070JR1, Maturity Date - 12/01/2033

Please follow the link to view this submission:

<http://emma.msrb.org/ContinuingDisclosureView/ContinuingDisclosureDetails.aspx?submissionId=ER692911>

# AUTHORITY CONTACT INFORMATION

## 2016

Please complete the following information regarding this Authority. All information requested below must be completed.

<b>Name of Authority:</b>	Stony Brook Regional Sewerage Authority		
<b>Address:</b>	290 River Road		
<b>City, State, Zip:</b>	Princeton	NJ	08540
<b>Phone: (ext.)</b>	609 924-8881 x204	<b>Fax:</b>	609 924-2857

<b>Preparer's Name:</b>	Stuart Neuhof		
<b>Preparer's Address:</b>	290 River Road		
<b>City, State, Zip:</b>	Princeton	NJ	08540
<b>Phone: (ext.)</b>	609 924-8881 x 204	<b>Fax:</b>	609 924-2857
<b>E-mail:</b>	sneuhof@SBRSA.org		

<b>Chief Executive Officer:</b>	John Kantorek		
<b>Phone: (ext.)</b>	609 924-8881 x 203	<b>Fax:</b>	609 924-2857
<b>E-mail:</b>	jkantorek@SBRSA.org		

<b>Chief Financial Officer:</b>	Stuart Neuhof		
<b>Phone: (ext.)</b>	609 924-8881 x 204	<b>Fax:</b>	609 924-2857
<b>E-mail:</b>	sneuhof@SBRSA.org		

<b>Name of Auditor:</b>	Crystal Fitzpatrick		
<b>Name of Firm:</b>	Withum Smith+Brown, PC		
<b>Address:</b>	1144 Hooper Ave. Suite 202		
<b>City, State, Zip:</b>	Toms River	NJ	08753
<b>Phone: (ext.)</b>	732 409-0800	<b>Fax:</b>	732 866-9312
<b>E-mail:</b>	cfitzpatrick@withum.com		

# AUTHORITY INFORMATIONAL QUESTIONNAIRE

## Stony Brook Regional Sewerage Authority

(Name)

FISCAL YEAR: FROM: 12/1/2015 TO: 11/30/2016

Answer all questions below completely and attach additional information as required.

- 1) Provide the number of individuals employed in calendar year 2014 as reported on the Authority's Form W-3, Transmittal of Wage and Tax Statements: 46
- 2) Provide the amount of total salaries and wages for calendar year 2014 as reported on the Authority's Form W-3, Transmittal of Wage and Tax Statements: \$3,688,622.56
- 3) Provide the number of regular voting members of the governing body: 6
- 4) Provide the number of alternate voting members of the governing body: 0
- 5) Did any person listed on Page N-4 have a family or business relationship with any other person listed on Page N-4 during the current fiscal year? No If "yes," attach a description of the relationship including the names of the individuals involved and their positions at the Authority.
- 6) Did all individuals that were required to file a Financial Disclosure Statement for the current fiscal year because of their relationship with the Authority file the form as required? Yes If "no," provide a list of those individuals who failed to file a Financial Disclosure Statement and an explanation as to the reason for their failure to file.
- 7) Does the Authority have any amounts receivable from current or former commissioners, officers, key employees or highest compensated employees? NO If "yes," attach a list of those individuals, their position, the amount receivable, and a description of the amount due to the Authority.
- 8) Was the Authority a party to a business transaction with one of the following parties:
  - a. A current or former commissioner, officer, key employee, or highest compensated employee? NO
  - b. A family member of a current or former commissioner, officer, key employee, or highest compensated employee? NO
  - c. An entity of which a current or former commissioner, officer, key employee, or highest compensated employee (or family member thereof) was an officer or direct or indirect owner? NO

If the answer to any of the above is "yes," attach a description of the transaction including the name of the commissioner, officer, key employee, or highest compensated employee (or family member thereof) of the Authority; the name of the entity and relationship to the individual or family member; the amount paid; and whether the transaction was subject to a competitive bid process.
- 9) Did the Authority during the most recent fiscal year pay premiums, directly or indirectly, on a personal benefit contract? A personal benefit contract is generally any life insurance, annuity, or endowment contract that benefits, directly or indirectly, the transferor, a member of the transferor's family, or any other person designated by the transferor. NO If "yes," attach a description of the arrangement, the premiums paid, and indicate the beneficiary of the contract.
- 10) Explain the Authority's process for determining compensation for all persons listed on Page N-4. Include whether the Authority's process includes any of the following: 1) review and approval by the commissioners or a committee thereof; 2) study or survey of compensation data for comparable positions in similarly sized entities; 3) annual or periodic performance evaluation; 4) independent compensation consultant; and/or 5) written employment contract. *Attach narrative.*
- 11) Did the Authority pay for meals or catering during the current fiscal year? YES If "yes," attach a detailed list of all meals and/or catering invoices for the current fiscal year and provide an explanation for each expenditure listed.
- 12) Did the Authority pay for travel expenses for any employee or individual listed on Page N-4? YES If "yes," attach a detailed list of all travel expenses for the current fiscal year and provide an explanation for each expenditure listed.

# AUTHORITY INFORMATIONAL QUESTIONNAIRE (CONTINUED)

## Stony Brook Regional Sewerage Authority

(Name)

**FISCAL YEAR: FROM: 12/1/2015 TO: 11/30/2016**

- 13) Did the Authority provide any of the following to or for a person listed on Page N-4 or any other employee of the Authority:
- a. First class or charter travel NO
  - b. Travel for companions NO
  - c. Tax indemnification and gross-up payments NO
  - d. Discretionary spending account NO
  - e. Housing allowance or residence for personal use NO
  - f. Payments for business use of personal residence NO
  - g. Vehicle/auto allowance or vehicle for personal use NO
  - h. Health or social club dues or initiation fees NO
  - i. Personal services (i.e.: maid, chauffeur, chef) NO
- If the answer to any of the above is "yes," attach a description of the transaction including the name and position of the individual and the amount expended.*
- 14) Did the Authority follow a written policy regarding payment or reimbursement for expenses incurred by employees and/or commissioners during the course of Authority business and does that policy require substantiation of expenses through receipts or invoices prior to reimbursement? YES *If "no," attach an explanation of the Authority's process for reimbursing employees and commissioners for expenses.*
- 15) Did the Authority make any payments to current or former commissioners or employees for severance or termination? NO *If "yes," attach explanation including amount paid.*
- 16) Did the Authority make any payments to current or former commissioners or employees that were contingent upon the performance of the Authority or that were considered discretionary bonuses? No *If "yes," attach explanation including amount paid.*
- 17) Did the Authority comply with its Continuing Disclosure Agreements for all debt issuances outstanding by submitting its audited annual financial statements, annual operating data, and notice of material events to the Municipal Securities Rulemaking Board's Electronic Municipal Marketplace Access (EMMA) as required? YES *If "no," attach a description of the Authority's plan to ensure compliance with its Continuing Disclosure Agreements in the future.*
- 18) Did the Authority receive any notices from the Department of Environmental Protection or any other entity regarding maintenance or repairs required to the Authority's systems to bring them into compliance with current regulations and standards that it has not yet taken action to remediate? No *If "yes," attach explanation as to why the Authority has not yet undertaken the required maintenance or repairs and describe the Authority's plan to address the conditions identified. NO*
- 19) Did the Authority receive any notices of fines or assessments from the Department of Environmental Protection or any other entity due to noncompliance with current regulations (i.e.: sewer overflow, etc.)? No *If "yes," attach a description of the event or condition that resulted in the fine or assessment and indicate the amount of the fine or assessment. NO*

### Response to Questions on Page N-3

#### **Question # 10-Process for determining compensation**

All Board Members including the Chairman, Vice Chairman and Treasurer do not receive any payment for their services.

Annual salary increases for all Management (non-union) employees (except the Executive Director) are proposed by the Executive Director to the Board, discussed with the entire Board and ultimately set/ approved by the Board. Several factors are considered in developing the annual salary increases: (1) union contract percentage increases for that year; (2) the accomplishments/performance of Authority for that year; (3) performance of individual; (4) promotions when appropriate; and (5) salary adjustments to properly align management salaries. In most years the majority of managers receive the same % increase as the union employees.

The annual salary increase for the Executive Director is set/approved by the entire Board. The factors considered by the Board are similar to those used for all of the other managers.

#### **Question #11-Meals and Catering**

	Amount	
<u>Vendor Name:</u>	<u>Paid</u>	<u>Description</u>
The Primavera Regency	\$735.20	Off Premise Catering

\*Employees Holiday luncheon

#### **Question #12-Travel Expenses**

	Amount	
<u>Employee Name</u>	<u>Paid</u>	<u>Description</u>
John Kantorek	\$248.14	Mileage Reimbursement for 5/18 & 7/21 mtg.
Antonia Pchola	\$97.72	Mileage Reimbursement for AEA mtg.
Stuart Neuhof	\$190.64	Mileage Reimbursement for AEA Conf
Jerold W. Ireland, Sr.	\$111.87	Mileage Reimbursement

**AUTHORITY SCHEDULE OF COMMISSIONERS, OFFICERS, KEY EMPLOYEES,  
HIGHEST COMPENSATED EMPLOYEES AND INDEPENDENT CONTRACTORS**

**Stony Brook Regional Sewerage Authority**

(Name)

**FISCAL YEAR: FROM: 12/1/2015 TO: 11/30/2016**

*Complete the attached table for all persons required to be listed per #1-4 below.*

- 1) List all of the Authority's current commissioners and officers and amount of compensation from the Authority and any other public entities as defined below. Enter zero if no compensation was paid.
- 2) List all of the Authority's key employees and highest compensated employees other than a commissioner or officer as defined below and amount of compensation from the Authority and any other public entities.
- 3) List all of the Authority's former officers, key employees and highest compensated employees who received more than \$100,000 in reportable compensation from the Authority and any other public entities during the most recent fiscal year completed.
- 4) List all of the Authority's former commissioners who received more than \$10,000 in reportable compensation from the Authority and any other public entities during the most recent fiscal year completed.

**Commissioner:** A member of the governing body of the authority with voting rights. Include alternates for purposes of this schedule.

**Officer:** A person elected or appointed to manage the authority's daily operations at any time during the year, such as the chairperson, vice-chairperson, secretary, or treasurer. For the purposes of this schedule, treat the authority's top management official and top financial official as officers. A member of the governing body may be both a commissioner and an officer for the purposes of this schedule.

**Key employee:** An employee or independent contractor of the authority (other than a commissioner or officer) who meets both of the following criteria:

- a) The individual received reportable compensation from the authority and all related entities in excess of \$150,000 for the most recent fiscal year completed; and
- b) The individual has responsibilities or influence over the authority as a whole or has power to control or determine 10% or more of the authority's capital expenditures or operating budget.

**Highest compensated employee:** One of the five highest compensated employees or independent contractors of the authority other than current commissioners, officers, or key employees whose aggregate reportable compensation from the authority and related entities is greater than \$100,000 for the most recent fiscal year completed.

**Compensation:** All forms of cash and non-cash payments or benefits provided in exchange for services, including salaries and wages, bonuses, severance payments, deferred payments, retirement benefits, fringe benefits, and other financial arrangements or transactions such as personal vehicles, meals, housing, personal and family education benefits, below-market loans, payment of personal or family travel, entertainment, and personal use of the Authority's property. Compensation includes payments and other benefits provided to both employees and independent contractors in exchange for services.

**Reportable compensation:** The aggregate compensation that is reported (or is required to be reported) on Form W-2, box 1 or 5, whichever amount is greater, and/or Form 1099-MISC, box 7, for the most recent calendar year ended 60 days before the start of the proposed budget year. For example, for fiscal years ending December 31, 2015, the calendar year 2013 W-2 and 1099 should be used (60 days prior to start of budget year is November 1, 2014, with 2013 being the most recent calendar year ended), and for fiscal years ending June 30, 2016, the calendar year 2014 W-2 and 1099 should be used (60 days prior to start of budget year is May 1, 2015, with 2014 being the most recent calendar year ended).

**Other Public Entity:** Any municipality, county, local authority, fire district, or other government unit, regardless of whether it is related in any way to the Authority either by function or by physical location.

Authority Schedule of Commissioners, Officers, Key Employees, Highest Compensated Employees and Independent Contractors (Continued)

Stony Brook Regional Sewerage Authority  
 For the Period December 1, 2015 to November 30, 2016

Name	Title	Average Hours per Week Dedicated to Position	Commissioner	Officer	Key Employee	Highest Compensated Employee	Former	Reportable Compensation from Authority (W-2/ 1099)			Estimated amount of other compensation from the Authority (health benefits, pension, etc.)	Total Compensation from Authority	Names of Other Public Entities where Individual is an Employee or Member of the Governing Body	Positions held at Other Public Entities Listed in Column O	Average Hours per Week Dedicated to Positions at Other Public Entities Listed in Column O	Reportable Compensation from Other Public Entities (W-2/ 1099)	Estimated amount of other compensation from Other Public Entities (health benefits, pension, payment in lieu of health benefits, etc.)	Total Compensation All Public Entities
								Base Salary/ Stipend	Bonus	Other (auto allowance, expense account, payment in lieu of health benefits, etc.)								
1 Rober Bartolini	Chairman	less than 1	X					\$ -	\$ -	\$ -	\$ -							\$ -
2 Gale Downey	Vice Chairman	less than 1	X					-	-	-	-							-
3 C Schuyler Morehouse	Treasurer	less than 1	X					-	-	-	-	See attached						-
4 Harry Compton	Member	less than 1	X					-	-	-	-							-
5 David Goldfarb	Member	less than 1	X					-	-	-	-							-
6 Bharat Patel	Member	less than 1	X					-	-	-	-	See attached						-
7 John Kantorek	Executive Director	40		X	X	X		150,161	-	6,353	33,935	190,449						190,449
8 Antonia Pchola	Deputy Exec Director	40				X		123,517	-	5,712	31,295	160,524						160,524
9 Stuart Neuhof	CFO	40				X		110,739	-	5,084	25,081	140,404	NJUA-JIF	Treasurer	4	19,594		159,998
10 Robert Kunert	Plant Superintendent	40				X		108,256	-	4,004	30,607	142,867						142,867
11 Jerold Ireland Sr	Assi. Plant Manager	40				X		105,216	-	4,036	24,559	133,811						133,811
12								-	-	-	-							-
13								-	-	-	-							-
14								-	-	-	-							-
15								-	-	-	-							-
<b>Total:</b>								\$ 597,389	\$ -	\$ 25,189	\$ 145,477	\$ 768,055				\$ 19,594	\$ -	\$ 787,649

Enter the total number of employees/ independent contractors who received more than \$100,000 in total reportable compensation for the most recent fiscal year completed:

Attachment to N4							
Column O, P, Q, R, S			O	P	Q	R	S
Name	Title		Names of Other Public Entities where Individual is an Employee or Member of the Governing Body	Positions held at Other Public Entities Listed in Column O	Average Hours per Week Dedicated to Positions at Other Public Entities Listed in Column O	Reportable Compensation from Other Public Entities (W-2/1099)	Estimated amount of other compensation from Other Public Entities (health benefits, pension, payment in lieu of health benefits, etc.)
1	Rober Bartolini	Chairman					
2	Gale Downey	Vice Chairman					
3	C. Schuyler Morehouse	Treasurer	Hopewell Borough - County of Mercer Borough Council	Councilmember	1.5	none	none
			Hopewell Borough - County of Mercer Library Board of Trustees	Mayor's Rep.	1	none	none
			Hopewell Borough - County of Mercer Board of Fire Commissioners	Fire Commissioner	1	none	none
4	Harry Compton	Member					
5	David Goldfarb	Member					
6	Bharat Patel	Member	S. Brunswick-Zoning Board of Adj.	Regular Member	3	none	none
7	John Kantorek	Executive Director					
8	Antonia Pchoia	Deputy Exec. Director					
9	Stuart Neuhoof	CFO	NJ Utility Authorities Joint Insurance Fund	Treasurer	4	\$ 19,594	
10	Robert Kunert	Plant Superintendant					
11	Jerold Ireland Sr.	Asst. Plant Manager					

## Schedule of Health Benefits - Detailed Cost Analysis

**Stony Brook Regional Sewerage Authority**  
 For the Period December 1, 2015 to November 30, 2016

	# of Covered Members (Medical & Rx) Proposed Budget	Annual Cost Estimate per Employee Proposed Budget	Total Cost Estimate Proposed Budget	# of Covered Members (Medical & Rx) Current Year	Annual Cost per Employee Current Year	Total Current Year Cost	\$ Increase (Decrease)	% Increase (Decrease)
<b>Active Employees - Health Benefits - Annual Cost</b>								
Single Coverage	10	\$ 11,509	\$ 115,090	10	\$ 10,776	\$ 107,760	\$ 7,330	6.8%
Parent & Child	3	19,296	57,888	3	18,133	54,399	3,489	6.4%
Employee & Spouse (or Partner)	7	22,839	159,873	7	21,553	150,871	9,002	6.0%
Family	21	29,498	619,458	21	27,279	572,859	46,599	8.1%
Employee Cost Sharing Contribution (enter as negative - )			(202,540)			(160,260)	(42,280)	26.4%
<b>Subtotal</b>	<b>41</b>		<b>749,769</b>	<b>41</b>		<b>725,629</b>	<b>24,140</b>	<b>3.3%</b>
<b>Commissioners - Health Benefits - Annual Cost</b>								
Single Coverage			-			-	-	#DIV/0!
Parent & Child			-			-	-	#DIV/0!
Employee & Spouse (or Partner)			-			-	-	#DIV/0!
Family			-			-	-	#DIV/0!
Employee Cost Sharing Contribution (enter as negative - )			-			-	-	#DIV/0!
<b>Subtotal</b>	<b>0</b>		<b>-</b>	<b>0</b>		<b>-</b>	<b>-</b>	<b>#DIV/0!</b>
<b>Retirees - Health Benefits - Annual Cost</b>								
Single Coverage			-			-	-	#DIV/0!
Parent & Child			-			-	-	#DIV/0!
Employee & Spouse (or Partner)			-			-	-	#DIV/0!
Family			-			-	-	#DIV/0!
Employee Cost Sharing Contribution (enter as negative - )			-			-	-	#DIV/0!
<b>Subtotal</b>	<b>0</b>		<b>-</b>	<b>0</b>		<b>-</b>	<b>-</b>	<b>#DIV/0!</b>
<b>GRAND TOTAL</b>	<b>41</b>		<b>\$ 749,769</b>	<b>41</b>		<b>\$ 725,629</b>	<b>\$ 24,140</b>	<b>3.3%</b>

Is medical coverage provided by the SHBP (Yes or No)?  
 Is prescription drug coverage provided by the SHBP (Yes or No)?

yes \_\_\_\_\_  
 yes \_\_\_\_\_

# Schedule of Accumulated Liability for Compensated Absences

Stony Brook Regional Sewerage Authority  
 For the Period December 1, 2015 to November 30, 2016

*Complete the below table for the Authority's accrued liability for compensated absences.*

*Legal Basis for Benefit  
 (check applicable items)*

Individuals Eligible for Benefit	Gross Days of Accumulated Compensated Absences at beginning of Current Year	Dollar Value of Accrued Compensated Absence Liability	Approved Labor Agreement	Resolution	Individual Employment Agreement
See Attached Schedule- Accrued Sick	1458	\$ 477,093			
See Attached Schedule- Accrued Vacation	109	32,620			
<b>Total liability for accumulated compensated absences at beginning of current year</b>		<b>\$ 509,713</b>			







# **2016 AUTHORITY BUDGET**

## **Financial Schedules Section**

## 2016 Budget Summary

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Stony Brook Regional Sewerage Authority  
For the Period December 1, 2015 to November 30, 2016

	<i>Proposed Budget</i>						<i>Total All Operations</i>	<i>Current Year Adopted Budget</i>	<i>\$ Increase (Decrease) Proposed vs. Current Year</i>	<i>% Increase (Decrease) Proposed vs. Current Year</i>
	<i>Sewerage Treatment</i>	<i>n/A</i>	<i>n/A</i>	<i>n/A</i>	<i>n/A</i>	<i>n/A</i>				
<b>REVENUES</b>										
Total Operating Revenues	\$ 14,871,101	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,871,101	\$ 14,725,402	\$ 145,699	1.0%
Total Non-Operating Revenues	70,000	-	-	-	-	-	70,000	70,000	-	0.0%
Total Anticipated Revenues	14,941,101	-	-	-	-	-	14,941,101	14,795,402	145,699	1.0%
<b>APPROPRIATIONS</b>										
Total Administration	1,505,928	-	-	-	-	-	1,505,928	1,508,653	(2,725)	-0.2%
Total Cost of Providing Services	10,663,188	-	-	-	-	-	10,663,188	10,260,529	402,659	3.9%
Total Principal Payments on Debt Service in Lieu of Depreciation	1,659,897	-	-	-	-	-	1,659,897	1,447,148	212,749	14.7%
Total Operating Appropriations	13,829,013	-	-	-	-	-	13,829,013	13,216,330	612,683	4.6%
Total Interest Payments on Debt	687,088	-	-	-	-	-	687,088	729,072	(41,984)	-5.8%
Total Other Non-Operating Appropriations	425,000	-	-	-	-	-	425,000	850,000	(425,000)	-50.0%
Total Non-Operating Appropriations	1,112,088	-	-	-	-	-	1,112,088	1,579,072	(466,984)	-29.6%
Accumulated Deficit	-	-	-	-	-	-	-	-	-	#DIV/0!
Total Appropriations and Accumulated Deficit	14,941,101	-	-	-	-	-	14,941,101	14,795,402	145,699	1.0%
Less: Total Unrestricted Net Position Utilized	-	-	-	-	-	-	-	-	-	#DIV/0!
Net Total Appropriations	14,941,101	-	-	-	-	-	14,941,101	14,795,402	145,699	1.0%
<b>ANTICIPATED SURPLUS (DEFICIT)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 0</b>	<b>\$ (0)</b>	<b>-100.0%</b>

**2016 Revenue Schedule  
Proposed**

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Stony Brook Regional Sewerage Authority  
For the Period December 1, 2015 to November 30, 2016

	Proposed Budget						Total All Operations	Current Year Adopted Budget	\$ Increase (Decrease) Proposed vs. Current Year	% Increase (Decrease) Proposed vs. Current Year
	Sewerage Treatment	n/A	n/A	n/A	n/A	n/A				
<b>OPERATING REVENUES</b>							<b>Total All Operations</b>	<b>All Operations</b>	<b>All Operations</b>	
<i>Service Charges</i>										
Residential						\$ -	\$ -	\$ -	#DIV/0!	
Business/Commercial						-	-	-	#DIV/0!	
Industrial						-	-	-	#DIV/0!	
Intergovernmental	12,371,101					12,371,101	12,225,402	145,699	1.2%	
Other						-	-	-	#DIV/0!	
<b>Total Service Charges</b>	<b>12,371,101</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>12,371,101</b>	<b>12,225,402</b>	<b>145,699</b>	<b>1.2%</b>	
<i>Connection Fees</i>										
Residential						-	-	-	#DIV/0!	
Business/Commercial						-	-	-	#DIV/0!	
Industrial						-	-	-	#DIV/0!	
Intergovernmental						-	-	-	#DIV/0!	
Other						-	-	-	#DIV/0!	
<b>Total Connection Fees</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>#DIV/0!</b>	
<i>Parking Fees</i>										
Meters						-	-	-	#DIV/0!	
Permits						-	-	-	#DIV/0!	
Fines/Penalties						-	-	-	#DIV/0!	
Other						-	-	-	#DIV/0!	
<b>Total Parking Fees</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>#DIV/0!</b>	
<i>Other Operating Revenues (List)</i>										
Liquid and Cake Sludge	2,210,000					2,210,000	2,210,000	-	0.0%	
Special Waste	75,000					75,000	75,000	-	0.0%	
Septage/Greewater	35,000					35,000	35,000	-	0.0%	
Princeton Farms	180,000					180,000	180,000	-	0.0%	
<b>Total Other Revenue</b>	<b>2,500,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2,500,000</b>	<b>2,500,000</b>	<b>-</b>	<b>0.0%</b>	
<b>Total Operating Revenues</b>	<b>14,871,101</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>14,871,101</b>	<b>14,725,402</b>	<b>145,699</b>	<b>1.0%</b>	
<b>NON-OPERATING REVENUES</b>										
<i>Grants &amp; Entitlements (List)</i>										
Grant #1						-	-	-	#DIV/0!	
Grant #2						-	-	-	#DIV/0!	
Grant #3						-	-	-	#DIV/0!	
Grant #4						-	-	-	#DIV/0!	
<b>Total Grants &amp; Entitlements</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>#DIV/0!</b>	
<i>Local Subsidies &amp; Donations (List)</i>										
Local Subsidy #1						-	-	-	#DIV/0!	
Local Subsidy #2						-	-	-	#DIV/0!	
Local Subsidy #3						-	-	-	#DIV/0!	
Local Subsidy #4						-	-	-	#DIV/0!	
<b>Total Local Subsidies &amp; Donations</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>#DIV/0!</b>	
<i>Interest on Investments &amp; Deposits</i>										
Investments	20,000					20,000	20,000	-	0.0%	
Security Deposits						-	-	-	#DIV/0!	
Penalties						-	-	-	#DIV/0!	
Other Investments						-	-	-	#DIV/0!	
<b>Total Interest</b>	<b>20,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>20,000</b>	<b>20,000</b>	<b>-</b>	<b>0.0%</b>	
<i>Other Non-Operating Revenues (List)</i>										
Misc.	50,000					50,000	50,000	-	0.0%	
Other Non-Operating #2						-	-	-	#DIV/0!	
Other Non-Operating #3						-	-	-	#DIV/0!	
Other Non-Operating #4						-	-	-	#DIV/0!	
<b>Total Non-Operating Revenues</b>	<b>50,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>50,000</b>	<b>50,000</b>	<b>-</b>	<b>0.0%</b>	
<b>Total Non-Operating Revenues</b>	<b>70,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>70,000</b>	<b>70,000</b>	<b>-</b>	<b>0.0%</b>	
<b>TOTAL ANTICIPATED REVENUES</b>	<b>\$ 14,941,101</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 14,941,101</b>	<b>\$ 14,795,402</b>	<b>\$ 145,699</b>	<b>1.0%</b>	

**2015 Revenue Schedule  
Current Year Adopted**

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**Stony Brook Regional Sewerage Authority**

For the Period December 1, 2015 to November 30, 2016

*Current Year Adopted Budget*

	<b>Sewerage Treatment</b>	n/A	n/A	n/A	n/A	n/A	<b>Total All Operations</b>
<b>OPERATING REVENUES</b>							
<i>Service Charges</i>							
Residential							\$ -
Business/Commercial							-
Industrial							-
Intergovernmental	12,225,402						12,225,402
Other							-
<b>Total Service Charges</b>	<b>12,225,402</b>						<b>12,225,402</b>
<i>Connection Fees</i>							
Residential							-
Business/Commercial							-
Industrial							-
Intergovernmental							-
Other							-
<b>Total Connection Fees</b>							-
<i>Parking Fees</i>							
Meters							-
Permits							-
Fines/Penalties							-
Other							-
<b>Total Parking Fees</b>							-
<i>Other Operating Revenues (List)</i>							
Liquid and Cake Sludge	2,210,000						2,210,000
Special Waste	75,000						75,000
Septage/Greywater	35,000						35,000
Princeton Farms	180,000						180,000
<b>Total Other Revenue</b>	<b>2,500,000</b>						<b>2,500,000</b>
<b>Total Operating Revenues</b>	<b>14,725,402</b>						<b>14,725,402</b>
<b>NON-OPERATING REVENUES</b>							
<i>Grants &amp; Entitlements (List)</i>							
Grant #1							-
Grant #2							-
Grant #3							-
Grant #4							-
<b>Total Grants &amp; Entitlements</b>							-
<i>Local Subsidies &amp; Donations (List)</i>							
Local Subsidy #1							-
Local Subsidy #2							-
Local Subsidy #3							-
Local Subsidy #4							-
<b>Total Local Subsidies &amp; Donations</b>							-
<i>Interest on Investments &amp; Deposits</i>							
Investments	20,000						20,000
Security Deposits							-
Penalties							-
Other Investments							-
<b>Total Interest</b>	<b>20,000</b>						<b>20,000</b>
<i>Other Non-Operating Revenues (List)</i>							
Misc.	50,000						50,000
Other Non-Operating #2							-
Other Non-Operating #3							-
Other Non-Operating #4							-
<b>Other Non-Operating Revenues</b>	<b>50,000</b>						<b>50,000</b>
<b>Total Non-Operating Revenues</b>	<b>70,000</b>						<b>70,000</b>
<b>TOTAL ANTICIPATED REVENUES</b>	<b>\$ 14,795,402</b>	<b>\$ -</b>	<b>\$ 14,795,402</b>				

**2016 Appropriations Schedule  
Proposed**

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Stony Brook Regional Sewerage Authority  
For the Period December 1, 2015 to November 30, 2016

	Proposed Budget						Current Year	\$ Increase	% Increase
	Sewerage Treatment	n/A	n/A	n/A	n/A	n/A	Total All	(Decrease)	(Decrease)
							Operations	Proposed vs.	Proposed vs.
						Adopted Budget	Current Year	Current Year	
<b>OPERATING APPROPRIATIONS</b>									
<i>Administration - Personnel</i>									
Salary & Wages	\$ 501,705					\$ 501,705	\$ 492,105	\$ 9,600	2.0%
Fringe Benefits	196,167					196,167	197,679	(1,512)	-0.8%
Total Administration - Personnel	697,872	-	-	-	-	697,872	689,784	8,088	1.2%
<i>Administration - Other (List)</i>									
Insurance	329,791					329,791	369,167	(39,376)	-10.7%
Professional Services	384,240					384,240	332,015	52,225	15.7%
Office / Other	94,025					94,025	117,687	(23,662)	-20.1%
Other Admin Expense #4									#DIV/0!
Miscellaneous Administration*									#DIV/0!
Total Administration - Other	808,056	-	-	-	-	808,056	818,869	(10,813)	-1.3%
Total Administration	1,505,928	-	-	-	-	1,505,928	1,508,653	(2,725)	-0.2%
<i>Cost of Providing Services - Personnel</i>									
Salary & Wages	3,319,381					3,319,381	3,222,484	96,897	3.0%
Fringe Benefits	1,298,275					1,298,275	1,294,410	3,865	0.3%
Total COPS - Personnel	4,617,656	-	-	-	-	4,617,656	4,516,894	100,762	2.2%
<i>Cost of Providing Services - Other (List)</i>									
Operations and Maintenance	5,360,000					5,360,000	5,184,017	175,983	3.4%
Laboratory / Regulatory	290,799					290,799	165,318	125,481	75.9%
Engineering	288,115					288,115	295,607	(7,492)	-2.5%
Safety	106,618					106,618	98,693	7,925	8.0%
Miscellaneous COPS*									#DIV/0!
Total COPS - Other	6,045,532	-	-	-	-	6,045,532	5,743,635	301,897	5.3%
Total Cost of Providing Services	10,663,188	-	-	-	-	10,663,188	10,260,529	402,659	3.9%
Total Principal Payments on Debt Service in Lieu of Depreciation	1,659,897	-	-	-	-	1,659,897	1,447,148	212,749	14.7%
Total Operating Appropriations	13,829,013	-	-	-	-	13,829,013	13,216,330	612,683	4.6%
<b>NON-OPERATING APPROPRIATIONS</b>									
Total Interest Payments on Debt	687,088	-	-	-	-	687,088	729,072	(41,984)	-5.8%
Operations & Maintenance Reserve									#DIV/0!
Renewal & Replacement Reserve									#DIV/0!
Municipality/County Appropriation									#DIV/0!
Other Reserves	425,000					425,000	850,000	(425,000)	-50.0%
Total Non-Operating Appropriations	1,112,088	-	-	-	-	1,112,088	1,579,072	(466,984)	-29.6%
<b>TOTAL APPROPRIATIONS</b>	14,941,101	-	-	-	-	14,941,101	14,795,402	145,699	1.0%
<b>ACCUMULATED DEFICIT</b>									#DIV/0!
<b>TOTAL APPROPRIATIONS &amp; ACCUMULATED DEFICIT</b>	14,941,101	-	-	-	-	14,941,101	14,795,402	145,699	1.0%
<b>UNRESTRICTED NET POSITION UTILIZED</b>									
Municipality/County Appropriation									#DIV/0!
Other									#DIV/0!
Total Unrestricted Net Position Utilized									#DIV/0!
<b>TOTAL NET APPROPRIATIONS</b>	\$ 14,941,101	\$ -	\$ -	\$ -	\$ -	\$ 14,941,101	\$ 14,795,402	\$ 145,699	1.0%

\* Miscellaneous line items may not exceed 5% of total operating appropriations shown below. If amount in miscellaneous is greater than the amount shown below, then the line item must be itemized above.

5% of Total Operating Appropriations \$ 691,450.65 \$ - \$ - \$ - \$ - \$ - \$ 691,450.65

# 2015 Appropriations Schedule

## Current Adopted

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### Stony Brook Regional Sewerage Authority

For the Period December 1, 2015 to November 30, 2016

#### Current Year Adopted Budget

	Sewerage Treatment	n/A	n/A	n/A	n/A	n/A	Total All Operations
<b>OPERATING APPROPRIATIONS</b>							
<i>Administration - Personnel</i>							
Salary & Wages	\$ 492,105						\$ 492,105
Fringe Benefits	197,679						197,679
Total Administration - Personnel	689,784	-	-	-	-	-	689,784
<i>Administration - Other (List)</i>							
Insurance	369,167						369,167
Professional Services	332,015						332,015
Office / Other	117,687						117,687
Other Admin Expense #4							-
Miscellaneous Administration*							-
Total Administration - Other	818,869	-	-	-	-	-	818,869
Total Administration	1,508,653	-	-	-	-	-	1,508,653
<i>Cost of Providing Services - Personnel</i>							
Salary & Wages	3,222,484						3,222,484
Fringe Benefits	1,294,410						1,294,410
Total COPS - Personnel	4,516,894	-	-	-	-	-	4,516,894
<i>Cost of Providing Services - Other (List)</i>							
Operations and Maintenance	5,184,017						5,184,017
Laboratory / Regulatory	165,318						165,318
Engineering	295,607						295,607
Safety	98,693						98,693
Miscellaneous COPS*							-
Total COPS - Other	5,743,635	-	-	-	-	-	5,743,635
Total Cost of Providing Services	10,260,529	-	-	-	-	-	10,260,529
Total Principal Payments on Debt Service in Lieu of Depreciation	1,447,148	-	-	-	-	-	1,447,148
Total Operating Appropriations	13,216,330	-	-	-	-	-	13,216,330
<b>NON-OPERATING APPROPRIATIONS</b>							
Total Interest Payments on Debt	729,072	-	-	-	-	-	729,072
Operations & Maintenance Reserve							-
Renewal & Replacement Reserve							-
Municipality/County Appropriation							-
Other Reserves	850,000						850,000
Total Non-Operating Appropriations	1,579,072	-	-	-	-	-	1,579,072
<b>TOTAL APPROPRIATIONS</b>	<b>14,795,402</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>14,795,402</b>
<b>ACCUMULATED DEFICIT</b>							
<b>TOTAL APPROPRIATIONS &amp; ACCUMULATED DEFICIT</b>	<b>14,795,402</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>14,795,402</b>
<b>UNRESTRICTED NET POSITION UTILIZED</b>							
Municipality/County Appropriation							-
Other							-
Total Unrestricted Net Position Utilized							-
<b>TOTAL NET APPROPRIATIONS</b>	<b>\$ 14,795,402</b>	<b>\$ -</b>	<b>\$ 14,795,402</b>				

\* Miscellaneous line items may not exceed 5% of total operating appropriations shown below. If amount in miscellaneous is greater than the amount shown below, then the line item must be itemized above.

5% of Total Operating Appropriations \$ 660,816.50 \$ - \$ - \$ - \$ - \$ - \$ 660,816.50

## 5 Year Debt Service Schedule - Principal

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### Stony Brook Regional Sewerage Authority

	Current Year (2014)	Fiscal Year Beginning in							Total Principal Outstanding
	2015	2016	2017	2018	2019	2020	Thereafter		
<i>Sewerage Treatment</i>									
2002 Revenue Refunding Bonds	\$ 385,000	\$ 395,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 395,000
2004 Revenue Bonds	235,000	-	-	-	-	-	-	-	-
2012 Revenue Refunding Bonds	25,000	270,000	280,000	285,000	305,000	315,000	325,000	5,145,000	6,925,000
NJEIT / DEP Loans per attached	802,148	994,897	1,018,646	1,042,238	1,063,802	1,092,926	1,111,925	9,360,088	15,684,522
<b>Total Principal</b>	<b>1,447,148</b>	<b>1,659,897</b>	<b>1,298,646</b>	<b>1,327,238</b>	<b>1,368,802</b>	<b>1,407,926</b>	<b>1,436,925</b>	<b>14,505,088</b>	<b>23,004,522</b>
<i>n/A</i>									
Debt Issuance #1									
Debt Issuance #2									
Debt Issuance #3									
Debt Issuance #4									
<b>Total Principal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<i>n/A</i>									
Debt Issuance #1									
Debt Issuance #2									
Debt Issuance #3									
Debt Issuance #4									
<b>Total Principal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<i>n/A</i>									
Debt Issuance #1									
Debt Issuance #2									
Debt Issuance #3									
Debt Issuance #4									
<b>Total Principal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<i>n/A</i>									
Debt Issuance #1									
Debt Issuance #2									
Debt Issuance #3									
Debt Issuance #4									
<b>Total Principal</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TOTAL PRINCIPAL ALL OPERATIONS</b>	<b>\$ 1,447,148</b>	<b>\$ 1,659,897</b>	<b>\$ 1,298,646</b>	<b>\$ 1,327,238</b>	<b>\$ 1,368,802</b>	<b>\$ 1,407,926</b>	<b>\$ 1,436,925</b>	<b>\$ 14,505,088</b>	<b>\$ 23,004,522</b>

Indicate the Authority's most recent bond rating and the year of the rating by ratings service.

	<i>Moody's</i>	<i>Fitch</i>	<i>Standard &amp; Poors</i>
Bond Rating			AA
Year of Last Rating			2014

NJ/IT / DEP Principal							
Use for DLGS BUDGET FILING						Budget	
F-6						Year	
07 Prin		09 Prin		2010 Prin		2015 Prin	
						Total	
01-Feb-16	\$ 30,592.21	\$ 14,041.66	\$ 71,144.06	\$ 45,186.45	\$ 160,964.38		
01-Aug-16	\$ 258,188.48	\$ 63,083.32	\$ 387,288.13	\$ 125,372.91	\$ 833,932.84	\$ 994,897.22	
01-Feb-17	\$ 28,402.30	\$ 14,041.66	\$ 71,144.06	\$ 45,186.45	\$ 158,774.47		
01-Aug-17	\$ 264,127.02	\$ 63,083.32	\$ 402,288.13	\$ 130,372.91	\$ 859,871.38	\$ 1,018,645.85	
01-Feb-18	\$ 26,134.19	\$ 14,041.66	\$ 71,144.06	\$ 45,186.45	\$ 156,506.36		
01-Aug-18	\$ 269,987.34	\$ 68,083.32	\$ 417,288.13	\$ 130,372.91	\$ 885,731.70	\$ 1,042,238.06	
01-Feb-19	\$ 23,787.86	\$ 14,041.66	\$ 71,144.06	\$ 45,186.45	\$ 154,160.03		
01-Aug-19	\$ 283,897.88	\$ 68,083.32	\$ 427,288.13	\$ 130,372.91	\$ 909,642.24	\$ 1,063,802.27	
01-Feb-20	\$ 21,785.66	\$ 14,041.66	\$ 71,144.06	\$ 45,186.45	\$ 152,157.83		
01-Aug-20	\$ 290,024.12	\$ 73,083.32	\$ 442,288.13	\$ 135,372.91	\$ 940,768.48	\$ 1,092,926.31	
01-Feb-21	\$ 19,720.89	\$ 14,041.66	\$ 71,144.06	\$ 45,186.45	\$ 150,093.06		
01-Aug-21	\$ 296,087.79	\$ 73,083.32	\$ 457,288.13	\$ 135,372.91	\$ 961,832.15	\$ 1,111,925.21	
01-Feb-22	\$ 17,061.72	\$ 14,041.66	\$ 71,144.06	\$ 45,186.45	\$ 147,433.89		
01-Aug-22	\$ 309,685.50	\$ 73,083.32	\$ 472,288.13	\$ 140,372.91	\$ 995,429.86	\$ 1,142,863.75	
01-Feb-23	\$ 14,246.12	\$ 14,041.66	\$ 71,144.06	\$ 45,186.45	\$ 144,618.29		
01-Aug-23	\$ 323,126.78	\$ 78,083.32	\$ 492,288.13	\$ 140,372.91	\$ 1,033,871.14	\$ 1,178,489.43	
01-Feb-24	\$ 11,719.91	\$ 14,041.66	\$ 71,144.06	\$ 45,186.45	\$ 142,092.08		
01-Aug-24	\$ 336,857.44	\$ 78,083.32	\$ 507,288.13	\$ 145,372.91	\$ 1,067,601.80	\$ 1,209,693.88	
01-Feb-25	\$ 8,904.31	\$ 14,041.66	\$ 71,144.06	\$ 45,186.45	\$ 139,276.48		
01-Aug-25	\$ 342,170.28	\$ 78,083.32	\$ 527,288.13	\$ 145,372.91	\$ 1,092,914.64	\$ 1,232,191.12	
01-Feb-26	\$ 6,018.33	\$ 14,041.66	\$ 71,144.06	\$ 45,186.45	\$ 136,390.50		
01-Aug-26	\$ 326,836.20	\$ 83,083.32	\$ 547,288.13	\$ 150,372.91	\$ 1,107,580.56	\$ 1,243,971.06	
01-Feb-27	\$ (0.06)	\$ 14,041.66	\$ 71,144.06	\$ 45,186.45	\$ 130,372.11		
01-Aug-27	\$ 224,999.54	\$ 83,083.32	\$ 520,884.96	\$ 150,372.91	\$ 979,340.73	\$ 1,109,712.84	
01-Feb-28		\$ 14,041.66		\$ 45,186.45	\$ 59,228.11		
01-Aug-28		\$ 88,083.32	\$ 445,000.00	\$ 155,372.91	\$ 688,456.23	\$ 747,684.34	
01-Feb-29		\$ 14,041.66		\$ 45,186.45	\$ 59,228.11		
01-Aug-29		\$ 88,083.38	\$ 145,000.00	\$ 155,372.91	\$ 388,456.29	\$ 447,684.40	
01-Feb-30				\$ 45,186.45	\$ 45,186.45		
01-Aug-30			\$ -	\$ 160,372.91	\$ 160,372.91	\$ 205,559.36	
01-Feb-31				\$ 45,186.45	\$ 45,186.45		
01-Aug-31				\$ 160,372.91	\$ 160,372.91	\$ 205,559.36	
01-Feb-32				\$ 45,186.45	\$ 45,186.45		
01-Aug-32				\$ 165,372.91	\$ 165,372.91	\$ 210,559.36	
01-Feb-33				\$ 45,186.45	\$ 45,186.45		
01-Aug-33				\$ 165,372.91	\$ 165,372.91	\$ 210,559.36	
01-Feb-34				\$ 45,186.45	\$ 45,186.45		
01-Aug-34				\$ 170,372.07	\$ 170,372.07	\$ 215,558.52	\$ 9,360,086.78
	\$ 3,734,361.81	\$ 1,254,749.78	\$ 7,044,783.11	\$ 3,650,627.00	\$ 15,684,521.70	\$ 15,684,521.70	

## 5 Year Debt Service Schedule - Interest

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### Stony Brook Regional Sewerage Authority

	<i>Fiscal Year Beginning in</i>								Total Interest Payments Outstanding	
	Current Year (2014)	2015	2016	2017	2018	2019	2020	Thereafter		
<i>Sewerage Treatment</i>										
2002 Revenue Refunding Bonds	\$ 35,050	\$ 15,800								\$ 15,800
2004 Revenue Bonds	9,635	-								-
2012 Revenue Refunding Bonds	272,250	271,500	263,400	255,000	243,600	231,400	218,800	1,436,000		2,919,700
NJEIT / DEP Loans per attached	412,137	399,788	377,038	353,038	327,787	303,537	277,887	1,158,775		3,197,850
Total Interest Payments	<u>729,072</u>	<u>687,088</u>	<u>640,438</u>	<u>608,038</u>	<u>571,387</u>	<u>534,937</u>	<u>496,687</u>	<u>2,594,775</u>		<u>6,133,350</u>
<i>n/A</i>										
Debt Issuance #1										-
Debt Issuance #2										-
Debt Issuance #3										-
Debt Issuance #4										-
Total Interest Payments	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>		<u>-</u>
<i>n/A</i>										
Debt Issuance #1										-
Debt Issuance #2										-
Debt Issuance #3										-
Debt Issuance #4										-
Total Interest Payments	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>		<u>-</u>
<i>n/A</i>										
Debt Issuance #1										-
Debt Issuance #2										-
Debt Issuance #3										-
Debt Issuance #4										-
Total Interest Payments	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>		<u>-</u>
<i>n/A</i>										
Debt Issuance #1										-
Debt Issuance #2										-
Debt Issuance #3										-
Debt Issuance #4										-
Total Interest Payments	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>		<u>-</u>
<i>n/A</i>										
Debt Issuance #1										-
Debt Issuance #2										-
Debt Issuance #3										-
Debt Issuance #4										-
Total Interest Payments	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>		<u>-</u>
<b>TOTAL INTEREST ALL OPERATIONS</b>	<u>\$ 729,072</u>	<u>\$ 687,088</u>	<u>\$ 640,438</u>	<u>\$ 608,038</u>	<u>\$ 571,387</u>	<u>\$ 534,937</u>	<u>\$ 496,687</u>	<u>\$ 2,594,775</u>		<u>\$ 6,133,350</u>

	NJIEIT / DEP Interest							
	Use for DLGS BUDGET FILING							
	F-7							Budget
								Year
	07 Interest	09 Interest	10 Interest	15 Interest				Total
01-Feb-16	\$ 48,893.75	\$ 13,675.00	\$ 113,250.00	\$ 24,075.00	\$ 199,893.75			
01-Aug-16	\$ 48,893.75	\$ 13,675.00	\$ 113,250.00	\$ 24,075.00	\$ 199,893.75	\$	399,787.50	
01-Feb-17	\$ 45,393.75	\$ 12,800.00	\$ 107,125.00	\$ 23,200.00	\$ 188,518.75			
01-Aug-17	\$ 45,393.75	\$ 12,800.00	\$ 107,125.00	\$ 23,200.00	\$ 188,518.75	\$	377,037.50	
01-Feb-18	\$ 41,768.75	\$ 11,925.00	\$ 100,625.00	\$ 22,200.00	\$ 176,518.75			
01-Aug-18	\$ 41,768.75	\$ 11,925.00	\$ 100,625.00	\$ 22,200.00	\$ 176,518.75	\$	353,037.50	
01-Feb-19	\$ 38,018.75	\$ 10,925.00	\$ 93,750.00	\$ 21,200.00	\$ 163,893.75			
01-Aug-19	\$ 38,018.75	\$ 10,925.00	\$ 93,750.00	\$ 21,200.00	\$ 163,893.75	\$	327,787.50	
01-Feb-20	\$ 34,818.75	\$ 10,125.00	\$ 86,625.00	\$ 20,200.00	\$ 151,768.75			
01-Aug-20	\$ 34,818.75	\$ 10,125.00	\$ 86,625.00	\$ 20,200.00	\$ 151,768.75	\$	303,537.50	
01-Feb-21	\$ 31,518.75	\$ 9,225.00	\$ 79,125.00	\$ 19,075.00	\$ 138,943.75			
01-Aug-21	\$ 31,518.75	\$ 9,225.00	\$ 79,125.00	\$ 19,075.00	\$ 138,943.75	\$	277,887.50	
01-Feb-22	\$ 27,268.75	\$ 8,325.00	\$ 71,250.00	\$ 17,950.00	\$ 124,793.75			
01-Aug-22	\$ 27,268.75	\$ 8,325.00	\$ 71,250.00	\$ 17,950.00	\$ 124,793.75	\$	249,587.50	
01-Feb-23	\$ 22,768.75	\$ 7,537.50	\$ 63,000.00	\$ 16,700.00	\$ 110,006.25			
01-Aug-23	\$ 22,768.75	\$ 7,537.50	\$ 63,000.00	\$ 16,700.00	\$ 110,006.25	\$	220,012.50	
01-Feb-24	\$ 18,731.25	\$ 6,537.50	\$ 54,250.00	\$ 15,450.00	\$ 94,968.75			
01-Aug-24	\$ 18,731.25	\$ 6,537.50	\$ 54,250.00	\$ 15,450.00	\$ 94,968.75	\$	189,937.50	
01-Feb-25	\$ 14,231.25	\$ 5,537.50	\$ 45,125.00	\$ 14,075.00	\$ 78,968.75			
01-Aug-25	\$ 14,231.25	\$ 5,537.50	\$ 45,125.00	\$ 14,075.00	\$ 78,968.75	\$	157,937.50	
01-Feb-26	\$ 9,618.75	\$ 4,600.00	\$ 35,500.00	\$ 12,700.00	\$ 62,418.75			
01-Aug-26	\$ 9,618.75	\$ 4,600.00	\$ 35,500.00	\$ 12,700.00	\$ 62,418.75	\$	124,837.50	
01-Feb-27	\$ 4,781.25	\$ 3,500.00	\$ 25,375.00	\$ 11,200.00	\$ 44,856.25			
01-Aug-27	\$ 4,781.25	\$ 3,500.00	\$ 25,375.00	\$ 11,200.00	\$ 44,856.25	\$	89,712.50	
01-Feb-28		\$ 2,400.00	\$ 14,750.00	\$ 10,000.00	\$ 27,150.00			
01-Aug-28		\$ 2,400.00	\$ 14,750.00	\$ 10,000.00	\$ 27,150.00	\$	54,300.00	
01-Feb-29		\$ 1,200.00	\$ 3,625.00	\$ 8,700.00	\$ 13,525.00			
01-Aug-29		\$ 1,200.00	\$ 3,625.00	\$ 8,700.00	\$ 13,525.00	\$	27,050.00	
01-Feb-30			\$ -	\$ 7,400.00	\$ 7,400.00			
01-Aug-30			\$ -	\$ 7,400.00	\$ 7,400.00	\$	14,800.00	
01-Feb-31				\$ 6,000.00	\$ 6,000.00			
01-Aug-31				\$ 6,000.00	\$ 6,000.00	\$	12,000.00	
01-Feb-32				\$ 4,600.00	\$ 4,600.00			
01-Aug-32				\$ 4,600.00	\$ 4,600.00	\$	9,200.00	
01-Feb-33				\$ 3,100.00	\$ 3,100.00			
01-Aug-33				\$ 3,100.00	\$ 3,100.00	\$	6,200.00	
01-Feb-34				\$ 1,600.00	\$ 1,600.00			
01-Aug-34				\$ 1,600.00	\$ 1,600.00	\$	3,200.00	\$ 1,158,775.00
Totals	\$ 675,625.00	\$ 216,625.00	\$ 1,786,750.00	\$ 518,850.00	\$ 3,197,850.00	\$	3,197,850.00	

# 2015 Net Position Reconciliation

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**Stony Brook Regional Sewerage Authority**  
For the Period December 1, 2015 to November 30, 2016

	<i>Proposed Budget</i>						<b>Total All Operations</b>
	<b>Sewerage Treatment</b>	n/A	n/A	n/A	n/A	n/A	
<b>TOTAL NET POSITION BEGINNING OF CURRENT YEAR (1)</b>	\$ 42,228,879						\$ 42,228,879
Less: Invested in Capital Assets, Net of Related Debt (1)	22,581,419						22,581,419
Less: Restricted for Debt Service Reserve (1)	962,180						962,180
Less: Other Restricted Net Position (1)	6,581,601						6,581,601
Total Unrestricted Net Position (1)	12,103,679	-	-	-	-	-	12,103,679
Less: Designated for Non-Operating Improvements & Repairs	1,000,000						1,000,000
Less: Designated for Rate Stabilization							-
Less: Other Designated by Resolution							-
Plus: Accrued Unfunded Pension Liability (1)							-
Plus: Accrued Unfunded Other Post-Employment Benefit Liability (1)	90,596						90,596
Plus: Estimated Income (Loss) on Current Year Operations (2)							-
Plus: Other Adjustments (attach schedule)							-
<b>UNRESTRICTED NET POSITION AVAILABLE FOR USE IN PROPOSED BUDGET</b>	11,194,275	-	-	-	-	-	11,194,275
Unrestricted Net Position Utilized to Balance Proposed Budget	-	-	-	-	-	-	-
Unrestricted Net Position Utilized in Proposed Capital Budget	3,980,000	-	-	-	-	-	3,980,000
Appropriation to Municipality/County (3)	-	-	-	-	-	-	-
Total Unrestricted Net Position Utilized in Proposed Budget	3,980,000	-	-	-	-	-	3,980,000
<b>PROJECTED UNRESTRICTED UNDESIGNATED NET POSITION AT END OF YEAR (4)</b>	\$ 7,214,275	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,214,275

(1) Total of all operations for this line item must agree to audited financial statements.

(2) Include budgeted and unbudgeted use of unrestricted net position in the current year's operations.

(3) Amount may not exceed 5% of total operating appropriations. See calculation below.

Maximum Allowable Appropriation to Municipality/County      \$ 691,451    \$ -    \$ -    \$ -    \$ -    \$ -    \$ 691,451

(4) If Authority is projecting a deficit for any operation at the end of the budget period, the Authority must attach a statement explaining its plan to reduce the deficit, including the timeline for elimination of the deficit, if not already detailed in the budget narrative section.

# 2016

Stony Brook Regional Sewerage Authority  
(Name)

# AUTHORITY CAPITAL BUDGET/ PROGRAM

# 2016 CERTIFICATION OF AUTHORITY CAPITAL BUDGET/PROGRAM

## Stony Brook Regional Sewerage Authority

(Name)

**FISCAL YEAR: FROM: 12/1/2015 TO: 11/30/2016**

It is hereby certified that the Authority Capital Budget/Program annexed hereto is a true copy of the Capital Budget/Program approved, pursuant to N.J.A.C. 5:31-2.2, along with the Annual Budget, by the governing body of the Stony Brook Regional Sewerage Authority, on the 28th day of September, 2015.

**OR**

It is hereby certified that the governing body of the Stony Brook Regional Sewerage Authority have elected **NOT** to adopt a Capital Budget /Program for the aforesaid fiscal year, pursuant to N.J.A.C. 5:31-2.2 for the following reason(s): \_\_\_\_\_

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Officer's Signature:			
Name:	John Kantorek		
Title:	Executive Director		
Address:	290 River Road, Princeton, NJ 08540		
Phone Number:	609 924-8881	Fax Number:	609 924-2857
E-mail address	<a href="mailto:jkantorek@SBRSA.org">jkantorek@SBRSA.org</a>		

# 2016 CAPITAL BUDGET/PROGRAM MESSAGE

## Stony Brook Regional Sewerage Authority

(Name)

**FISCAL YEAR: FROM: 12/1/2015 TO: 11/30/2016**

1. Has each municipality or county affected by the actions of the authority participated in the development of the capital plan and reviewed or approved the plans or projects included within the Capital Budget/Program?

Comments are received from Municipal Finance Officers and other Municipal officials are welcome to comment prior to adoption.

2. Has each capital project/project financing been developed from a specific capital improvement plan or report; does it include full lifecycle costs; and is it consistent with appropriate elements of Master Plans or other plans in the jurisdiction(s) served by the authority?

Most capital projects are based on reports or studies. Many of the capital projects are developed based on operational needs and regulatory requirements. Capital, O&M costs and in most cases O&M cost savings are developed for each project.

3. Has a long-term (10-20 years) infrastructure needs assessment or other capital plan with a horizon beyond six years been prepared?

No

4. Describe the projected impact of the proposed capital projects, including impact on the schedule of rates, fees, and service charges and the impact on current and future year's schedules.

The total 2016 budget request is for \$14,941,101 which is an increase of \$145,699 or 1.0% greater than the 2015 budget. The Participants charge of \$12,371,101 will increase by \$145,699 or 1.2%. The Participants charge average increase over the past 5 years was 0.5% and 1.5% over the past 10 years. We anticipate with additional projects and debt service; service charges will increase from 1.2% in 2016 up to 3.1% in 2020.

5. Please indicate which capital projects/project financings are being undertaken in the Metropolitan or Suburban Planning Areas as defined in the State Development and Redevelopment Plan.

All projects

6. Please indicate which capital projects/project financings are being undertaken within the boundary of a State Planning Commission-designated Center and/or Endorsed Plan and if the project was included in the Plan Implementation Agenda for that Center/Endorsed Plan.

All projects, however to our knowledge the projects have not been included in the Plan Implementation Agenda.

# 2016 Proposed Capital Budget

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## Stony Brook Regional Sewerage Authority

For the Period December 1, 2015 to November 30, 2016

	Estimated Total Cost	Funding Sources			
		Unrestricted Net Position Utilized	Renewal & Replacement Reserve	Debt Authorization	Capital Grants
<i>Sewerage Treatment</i>					
See Attached List	\$ 6,862,000	\$ 3,980,000		\$ 2,882,000	
Pennington WWTP Improvements	1,000,000			1,000,000	
Schwing Pumps	-			-	
Hopewell WWTP Improvements	-			-	
Total	7,862,000	3,980,000	-	3,882,000	-
<i>n/A</i>					
Project A Description	-				
Project B Description	-				
Project C Description	-				
Project D Description	-				
Total	-	-	-	-	-
<i>n/A</i>					
Project A Description	-				
Project B Description	-				
Project C Description	-				
Project D Description	-				
Total	-	-	-	-	-
<i>n/A</i>					
Project A Description	-				
Project B Description	-				
Project C Description	-				
Project D Description	-				
Total	-	-	-	-	-
<i>n/A</i>					
Project A Description	-				
Project B Description	-				
Project C Description	-				
Project D Description	-				
Total	-	-	-	-	-
<i>n/A</i>					
Project A Description	-				
Project B Description	-				
Project C Description	-				
Project D Description	-				
Total	-	-	-	-	-
<b>TOTAL PROPOSED CAPITAL BUDGET</b>	<b>\$ 7,862,000</b>	<b>\$ 3,980,000</b>	<b>\$ -</b>	<b>\$ 3,882,000</b>	<b>\$ -</b>

Enter brief description of up to four projects for each operation above. For operations with more than four budgeted projects, please attach additional schedules. Input total amount of all projects for the operation on single line and enter "See Attached Schedule" instead of project description.

## 2016 Proposed Capital Plan

Stony Brook Regional Sewerage Authority

December 1, 2016 to November 30, 2016

For the Period

	Estimated Total Cost	Unrestricted Net Position Utilized	Renewal & Replacement Reserve	Debt Authorization	Capital Grants	Other Sources
Sewerage Treatment						
Generator Project- Bal.	\$ 2,882,000			\$ 2,882,000		
Incinerator Improvements-Bal.	\$ 1,086,000	\$ 1,086,000				
Ash Handling System-Bal.	\$ 156,000	\$ 156,000				
Comminuter Project	\$ 1,445,000	\$ 1,445,000				
Condition Assessment of PCCP	\$ 478,000	\$ 478,000				
Information Technology Improvements	\$ 215,000	\$ 215,000				
Small Capital Projects	\$ 600,000	\$ 600,000				
Pennington WWTP Improvements	\$ 1,000,000			\$ 1,000,000		
<b>TOTAL PROPOSED CAPITAL BUDGET</b>	<b>\$ 7,862,000</b>	<b>\$ 3,980,000</b>	<b>\$ -</b>	<b>\$ 3,882,000</b>	<b>\$ -</b>	<b>\$ -</b>

Support for page CB-3

# 5 Year Capital Improvement Plan

## Stony Brook Regional Sewerage Authority

For the Period December 1, 2015 to November 30, 2016

	Estimated Total Cost	Fiscal Year Beginning in					
		Current Year Proposed Budget	2016	2017	2018	2019	2020
<i>Sewerage Treatment</i>							
See Attached List	\$ 11,852,000	\$ 6,862,000	\$ 2,040,000	\$ 1,750,000	\$ 600,000	\$ 600,000	\$ -
Pennington WWTP Improvermer	5,395,000	1,000,000		2,223,000	2,172,000	-	-
Schwing Pumps	4,700,000	-	200,000	2,250,000	2,250,000	-	-
Hopewell WWTP Improvement:	7,405,000	-			2,000,000	5,405,000	-
Total	<u>29,352,000</u>	<u>7,862,000</u>	<u>2,240,000</u>	<u>6,223,000</u>	<u>7,022,000</u>	<u>6,005,000</u>	<u>-</u>
<i>n/A</i>							
Project A Description	-	-					-
Project B Description	-	-					-
Project C Description	-	-					-
Project D Description	-	-					-
Total	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<i>n/A</i>							
Project A Description	-	-					-
Project B Description	-	-					-
Project C Description	-	-					-
Project D Description	-	-					-
Total	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<i>n/A</i>							
Project A Description	-	-					-
Project B Description	-	-					-
Project C Description	-	-					-
Project D Description	-	-					-
Total	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<i>n/A</i>							
Project A Description	-	-					-
Project B Description	-	-					-
Project C Description	-	-					-
Project D Description	-	-					-
Total	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>TOTAL</b>	<u><b>\$ 29,352,000</b></u>	<u><b>\$ 7,862,000</b></u>	<u><b>\$ 2,240,000</b></u>	<u><b>\$ 6,223,000</b></u>	<u><b>\$ 7,022,000</b></u>	<u><b>\$ 6,005,000</b></u>	<u><b>\$ -</b></u>

*Project descriptions entered on Page CB-3 will carry forward to Pages CB-4 and CB-5. No need to re-enter project descriptions above.*

# 5 Year Capital Improvement Plan Funding Sources

**Stony Brook Regional Sewerage Authority**  
 For the Period December 1, 2015 to November 30, 2016

	Estimated Total Cost	Funding Sources				
		Unrestricted Net Position Utilized	Renewal & Replacement Reserve	Debt Authorization	Capital Grants	Other Sources
<i>Sewerage Treatment</i>						
See Attached List	\$ 11,852,000	\$ 8,970,000		\$ 2,882,000		
Pennington WWTP Improvement	5,395,000			5,395,000		
Schwing Pumps	4,700,000			4,700,000		
Hopewell WWTP Improvement	7,405,000			7,405,000		
Total	29,352,000	8,970,000	-	20,382,000	-	-
<i>n/A</i>						
Project A Description	-					
Project B Description	-					
Project C Description	-					
Project D Description	-					
Total	-	-	-	-	-	-
<i>n/A</i>						
Project A Description	-					
Project B Description	-					
Project C Description	-					
Project D Description	-					
Total	-	-	-	-	-	-
<i>n/A</i>						
Project A Description	-					
Project B Description	-					
Project C Description	-					
Project D Description	-					
Total	-	-	-	-	-	-
<i>n/A</i>						
Project A Description	-					
Project B Description	-					
Project C Description	-					
Project D Description	-					
Total	-	-	-	-	-	-
<i>n/A</i>						
Project A Description	-					
Project B Description	-					
Project C Description	-					
Project D Description	-					
Total	-	-	-	-	-	-
<b>TOTAL</b>	\$ 29,352,000	\$ 8,970,000	\$ -	\$ 20,382,000	\$ -	\$ -
Total 5 Year Plan per CB-4	\$ 29,352,000					
Balance check		- If amount is other than zero, verify that projects listed above match projects listed on CB-4.				

*Project descriptions entered on Page CB-3 will carry forward to Pages CB-4 and CB-5. No need to re-enter project descriptions above.*

# 2016 AUTHORITY BUDGET RESOLUTION

## Stony Brook Regional Sewerage Authority

**FISCAL YEAR: FROM: 12/1/2015 TO: 11/30/2016**

### Resolution # 2015-49

WHEREAS, the Annual Budget and Capital Budget for the Stony Brook Regional Sewerage Authority for the fiscal year beginning, December 1, 2015 and ending, November 30, 2016 has been presented before the governing body of the Stony Brook Regional Sewerage Authority at its open public meeting of September 28, 2015; and

WHEREAS, the Annual Budget as introduced reflects Total Revenues of \$14,941,101 , Total Appropriations, including any Accumulated Deficit if any, of \$14,941,101 and Total Unrestricted Net Position utilized of \$0; and

WHEREAS, the Capital Budget as introduced reflects Total Capital Appropriations of \$7,862,000 and Total Unrestricted Net Position planned to be utilized as funding thereof, of \$3,980,000 ; and

WHEREAS, the schedule of rates, fees and other charges in effect will produce sufficient revenues, together with all other anticipated revenues to satisfy all obligations to the holders of bonds 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 Stony Brook Regional Sewerage Authority, at an open public meeting held on September 28, 2015 that the Annual Budget, including all related schedules, and the Capital Budget/Program of the Stony Brook Regional Sewerage Authority for the fiscal year beginning, December 1, 2015 and ending, November 30, 2016 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 arrangements, service contracts, and other pledged agreements; and

BE IT FURTHER RESOLVED, that the governing body of the Stony Brook Regional Sewerage Authority will consider the Annual Budget and Capital Budget/Program for adoption on November 16, 2015.

\_\_\_\_\_  
(Secretary's Signature)

\_\_\_\_\_  
(Date)

Governing Body Member:	Recorded Vote			
	Aye	Nay	Abstain	Absent
Robert A. Bartolini				
Harry Compton				
Gale D. Downey				
David A. Goldfarb				
C. Schuyler Morehouse				
Bharat Patel				

**SBRSA MEMORANDUM**

**TO:** Municipal Finance Officers (email)  
**FROM:** Stuart Neuhof, Chief Financial Officer  
**SUBJECT:** 2016 Estimated Participant charge update  
**DATE:** September 03, 2015

Attached please find an update to the 2016 estimated charges and 2015 year end adjustment. These calculations update pages 14 through 17 in your 2016 Budget book.

- 2016 Participants' estimated charge. This worksheet was updated to include nine months of flow data.
- 2015 Estimated year-end adjustment updated to reflect nine months of flow data and current 12 month projections of revenues and expenditures.

Another update to the above will be issued next month.

**Attachments**

**cc:** John Kantorek, Executive Director  
Diane Redding, Asst. Finance Manager  
Authority Board Book (9/28/15 meeting)

**2016 Participants Estimated Charge** (based on data through 8/31/15)

**Base Charge.** The base charge includes the annual costs required for the proper operation and maintenance of all of SBRSA's facilities plus the current year's debt service (repayment of interest and principal). The base charge is the only portion of the bill that is used by SBRSA. This charge is estimated at the beginning of each fiscal year using the previous five (5) year average flow. At the end of the year, the base charge is re-calculated based on the actual flow from each participant for that year. Each participant pays their portion based on their percent of the total flow. Any changes from the estimated charge are either refunded or billed to the participant.

**It is estimated (based on the 2016 proposed budget) that the Base Charge will increase \$145,699 in 2016.**

	9 month calculation		Change in 5 year flow Est.	Base Charge Increase / Decrease due to:		Total	Total
	Base Charge			Flow % change	Budget Change	\$ Change in	% Change in
	2015	2016				Base Charge	Base Charge
Princeton	\$ 4,147,102	\$ 4,147,360	-0.397%	\$ (49,166)	\$ 49,424	\$ 258	0.0%
South Brunswick	\$ 4,788,465	\$ 4,906,644	0.494%	\$ 61,112	\$ 57,068	\$ 118,180	2.5%
West Windsor	\$ 2,779,851	\$ 2,805,213	-0.063%	\$ (7,767)	\$ 33,130	\$ 25,362	0.9%
Hopewell Boro	\$ 195,379	\$ 195,499	-0.026%	\$ (3,221)	\$ 2,340	\$ (880)	-0.4%
Pennington Boro	\$ 313,606	\$ 316,384	-0.008%	\$ (959)	\$ 3,737	\$ 2,779	0.9%
<b>Totals</b>	<b>\$ 12,225,402</b>	<b>\$ 12,371,101</b>	<b>0.000%</b>	<b>\$ (0)</b>	<b>\$ 145,699</b>	<b>\$ 145,699</b>	<b>1.2%</b>

**Project Debt Service Adjustment (PDSA).** (based on data through 3/31/15)

The PDSA calculation annually reapportions all of the previously paid debt service amongst the participants. SBRSA administers this calculation in accordance with the service contract and amendments. It is important to note that SBRSA does not receive any revenue from this calculation. The total of these adjustments add to zero.

The cumulative debt service paid from 1979 through November 30, 2015 is \$99,568,334. This cumulative debt service is apportioned according to each Participant's percent of the total flow and is recalculated at the beginning of each fiscal year and is either added or subtracted from the base charge to arrive at a total estimated charge for each participant for the ensuing fiscal year.

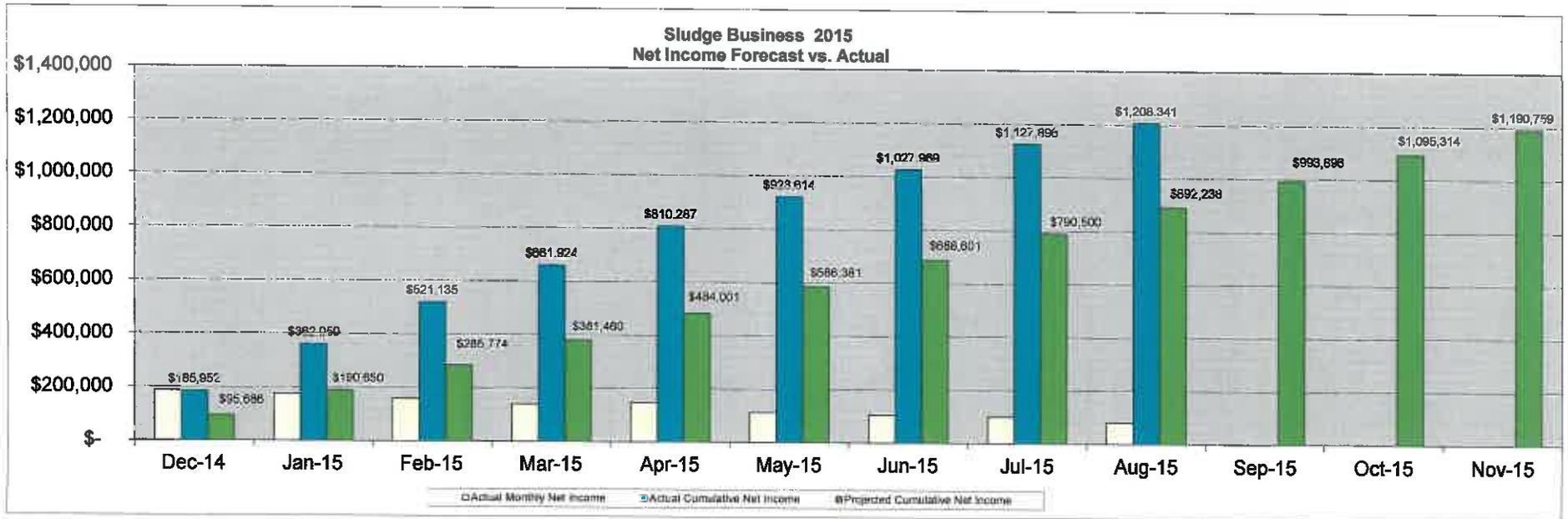
Because the PDSA was providing large adjustments to the Participants annual charge, the formula to calculate this charge was unanimously amended in 2003 for first use in 2004. The amendment provided for using a 7 year average flow percentage versus a one year flow percentage. In addition the amendment provided for the PDSA to be paid over a seven year period versus a 5 year period. Since 2004 we have been using a hybrid calculation because the payment installments calculated under the old system still needed to be paid by each participant. In 2010 we began to be fully operational under the new system. Flow Year 2015 is the final year of adding new debt service.

9 month calculation	PDSA 2015	PDSA 2016	\$ Change
Princeton	\$ (348,959)	\$ (302,967)	\$ 45,993
South Brunswick	\$ 127,064	\$ 115,824	\$ (11,240)
West Windsor	\$ 230,548	\$ 191,540	\$ (39,008)
Hopewell Boro	\$ 9,127	\$ 8,571	\$ (556)
Pennington Boro	\$ (17,780)	\$ (12,969)	\$ 4,811
<b>Totals</b>	<b>\$ 0</b>	<b>\$ (0)</b>	<b>\$ (0)</b>

**Summary of Charges.** Below is a table showing the summary of Total Estimated Charges for 2016. The table is a combination of both the base charge and the Project Debt Service Adjustment. (based on data through 8/31/15)

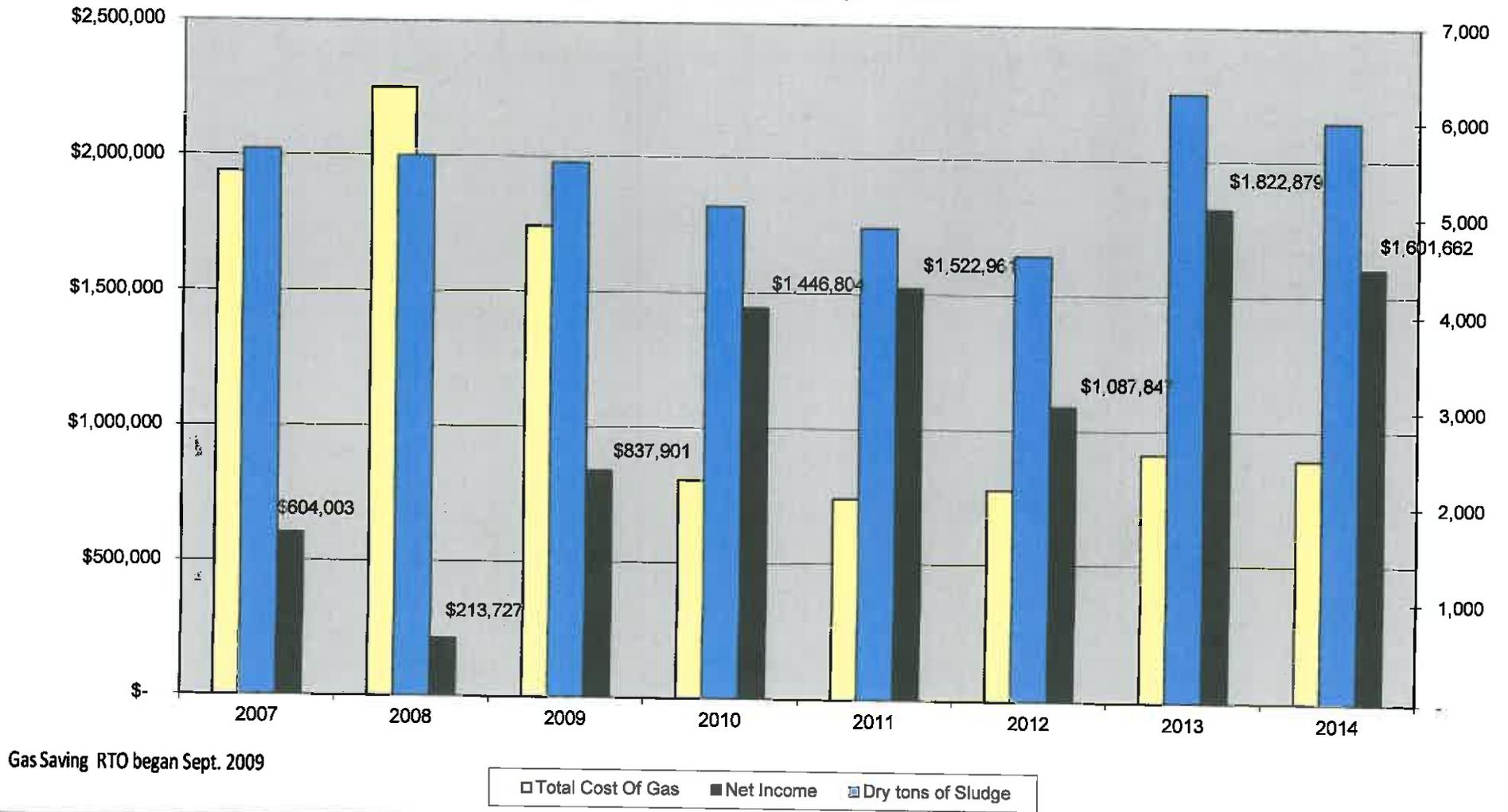
<b>Summary of Total Charges</b>						
9 month calculation						
	<b>2015</b>	<b>2016</b>	<b>Total</b>	<b>Total</b>	<b>Change in</b>	
	<b>Total Charge</b>	<b>Total Charge</b>	<b>\$ Change</b>	<b>% Change</b>	<b>Base Charge</b>	<b>PDSA</b>
<b>Princeton</b>	\$ 3,798,143	\$ 3,844,393	\$ 46,251	1.2%	\$ 258	\$ 45,993
<b>South Brunswick</b>	\$ 4,915,528	\$ 5,022,469	\$ 106,940	2.2%	\$ 118,180	\$ (11,240)
<b>West Windsor</b>	\$ 3,010,399	\$ 2,996,754	\$ (13,645)	-0.5%	\$ 25,362	\$ (39,008)
<b>Hopewell Boro</b>	\$ 205,506	\$ 204,070	\$ (1,437)	-0.7%	\$ (880)	\$ (556)
<b>Pennington Boro</b>	\$ 295,826	\$ 303,416	\$ 7,590	2.6%	\$ 2,779	\$ 4,811
<b>Totals</b>	\$ 12,225,402	\$ 12,371,101	\$ 145,699	1.2%	\$ 145,699	\$ (0)

Stony Brook Regional Sewerage Authority Princeton, New Jersey						
% of Amounts Refundable to or Receivable from Individual Participants For the Year Ended November 30, 2015						
Through 12/31/16 based on 9 months of data						
	Princeton	South Brunswick Township	West Windsor Township	Hopewell Borough	Pennington Borough	Total
<b>Actual:</b>						
Operating Expenses	\$ 4,011,704.35	\$ 4,775,372.40	\$ 2,700,583.65	\$ 180,206.77	\$ 304,077.23	\$ 11,971,927.00
Capital Purchase Fund Contribution	284,828.77	339,048.72	191,738.62	12,794.58	21,589.31	850,000.00
Revenues - Septage Sludge and Leachate Receipts	(938,259.47)	(1,116,866.38)	(631,609.58)	(42,146.85)	(71,117.73)	(2,800,000.00)
Interest	(6,031.67)	(7,179.86)	(4,080.35)	(270.94)	(457.19)	(18,000.00)
Misc Revenue	(30,158.34)	(35,895.28)	(20,301.74)	(1,354.72)	(2,285.93)	(90,000.00)
Budget Balance To Retained Earnings	87,367.03	80,191.01	45,549.57	3,026.14	5,105.25	201,040.00
Debt Service Apportioned to Members	707,191.29	841,812.10	476,061.06	31,767.21	53,603.34	2,110,435.00
<b>Total Base Charges (Dollar Amount)</b>	<b>\$ 4,096,642.56</b>	<b>\$ 4,876,478.73</b>	<b>\$ 2,757,743.24</b>	<b>\$ 184,022.19</b>	<b>\$ 310,515.29</b>	<b>\$ 12,225,402.00</b>
Gallons Treated (Actual)	1,218,826,838	1,450,842,500	820,479,555	54,750,000	92,384,033	3,637,282,924
Total Base Charges (Percentage)	33.509%	34.8881%	22.557%	1.505%	2.540%	100.00000%
Debt Service Adjustment - Increase (Decrease)	(348,959.36)	127,063.77	230,547.93	9,127.48	(17,779.81)	0.00
<b>Net Participant Charges - Actual</b>	<b>\$ 3,747,683.20</b>	<b>\$ 5,003,542.49</b>	<b>\$ 2,982,291.17</b>	<b>\$ 193,149.98</b>	<b>\$ 292,735.47</b>	<b>\$ 12,225,402.00</b>
<b>Budget:</b>						
Operating Expenses	\$ 3,992,342.83	\$ 4,609,771.52	\$ 2,676,114.07	\$ 189,050.53	\$ 301,902.59	\$ 11,769,181.54
Capital Purchase Fund Contribution	289,237.08	332,939.34	193,275.71	13,653.71	21,804.17	850,000.00
Revenues - Septage Sludge and Leachate Receipts	(848,010.23)	(979,203.93)	(568,457.98)	(40,157.96)	(64,129.90)	(2,500,000.00)
Interest	(6,784.40)	(7,833.63)	(4,547.66)	(321.28)	(513.04)	(20,000.00)
Misc Revenue	(16,961.00)	(19,584.08)	(11,369.16)	(803.16)	(1,282.30)	(50,000.00)
Budget Balance From Retained Earnings						
Debt Service	738,217.70	852,385.45	494,315.95	34,257.03	55,824.32	2,176,220.46
<b>Total Base Charges (Dollar Amount)</b>	<b>\$ 4,147,101.97</b>	<b>\$ 4,788,464.67</b>	<b>\$ 2,779,856.95</b>	<b>\$ 196,378.88</b>	<b>\$ 313,605.54</b>	<b>\$ 12,225,402.00</b>
Gallons Treated (budget)	1,262,682,915	1,424,305,787	832,725,443	59,840,086	94,662,628	3,574,186,859
Total Base Charges (Percentage)	33.9220%	39.166%	22.738%	1.506%	2.565%	100.000%
Debt Service Adjustment - Increase (Decrease)	(348,959.36)	127,063.77	230,547.92	9,127.48	(17,779.81)	0.00
<b>Net Participant Charges - Budget / Paid</b>	<b>\$ 3,798,142.61</b>	<b>\$ 4,915,528.44</b>	<b>\$ 3,010,398.96</b>	<b>\$ 205,506.36</b>	<b>\$ 295,825.73</b>	<b>\$ 12,225,402.00</b>
Due (to) From Participants at November 30, 2015	\$ (50,459.41)	\$ 88,014.05	\$ (22,107.69)	\$ (12,356.69)	\$ (3,090.26)	\$ (0.00)
<b>Allocation:</b>						
Operation	\$ (14,433.30)	\$ 98,587.40	\$ (3,332.60)	\$ (9,166.87)	\$ (369.27)	\$ 65,785.46
Debt Service	\$ (31,026.11)	\$ (10,573.35)	\$ (18,774.89)	\$ (3,189.82)	\$ (2,220.99)	\$ (65,785.46)
<b>Amount due (refund)</b>	<b>\$ (50,459.41)</b>	<b>\$ 88,014.05</b>	<b>\$ (22,107.69)</b>	<b>\$ (12,356.69)</b>	<b>\$ (3,090.26)</b>	<b>\$ (0.00)</b>



	Dec-14	Jan-15	Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15
<b>Actual</b>												
<b>Monthly Revenue</b>												
Cake	\$ 210,475	\$ 204,228	\$ 156,860	\$ 173,025	\$ 178,885	\$ 136,989	\$ 134,729	\$ 124,734	\$ 111,450			
Liquid	\$ 88,793	\$ 61,748	\$ 94,530	\$ 68,764	\$ 74,260	\$ 68,665	\$ 67,990	\$ 65,996	\$ 56,898			
Avoided Expenses	\$ 129,317	\$ 129,317	\$ 129,317	\$ 129,317	\$ 129,317	\$ 129,317	\$ 129,317	\$ 129,317	\$ 129,317			
<b>Total</b>	\$ 408,585	\$ 395,293	\$ 380,707	\$ 371,106	\$ 382,462	\$ 334,981	\$ 332,036	\$ 320,047	\$ 297,865	\$ -	\$ -	\$ -
<b>Cumulative Total Revenue</b>	\$408,585	\$ 803,878	\$ 1,184,585	\$ 1,555,691	\$ 1,938,153	\$ 2,273,134	\$ 2,605,170	\$ 2,925,217	\$ 3,222,882			
<b>Monthly Expenses</b>												
Gas/Fuel	\$ 53,291	\$ 53,615	\$ 52,190	\$ 60,474	\$ 64,120	\$ 51,607	\$ 52,985	\$ 45,817	\$ 43,621			
Electric	\$ 34,281	\$ 30,519	\$ 34,371	\$ 34,782	\$ 34,918	\$ 34,985	\$ 39,635	\$ 39,242	\$ 38,538			
Other*	\$ 135,061	\$ 135,061	\$ 135,061	\$ 135,061	\$ 135,061	\$ 135,061	\$ 135,061	\$ 135,061	\$ 135,061			
<b>Total</b>	\$ 222,633	\$ 219,195	\$ 221,622	\$ 230,317	\$ 234,099	\$ 221,653	\$ 227,681	\$ 220,120	\$ 217,220	\$ -	\$ -	\$ -
<b>Cumulative Total Expenses</b>	\$222,633	\$441,828	\$663,450	\$893,767	\$1,127,866	\$1,349,520	\$1,577,201	\$1,797,321	\$2,014,541			
<b>Actual Monthly Net Income</b>	\$ 185,952	\$ 176,098	\$ 159,085	\$ 140,789	\$ 148,363	\$ 113,328	\$ 104,355	\$ 99,926	\$ 80,446	\$ -	\$ -	\$ -
<b>Actual Cumulative Net Income</b>	\$185,952	\$362,050	\$521,135	\$661,924	\$810,287	\$928,914	\$1,027,969	\$1,127,896	\$1,208,341	\$1,208,341	\$1,208,341	\$1,208,341
<b>Projected Cumulative Net Income</b>	\$95,686	\$190,650	\$285,774	\$381,460	\$484,001	\$586,381	\$688,601	\$790,500	\$892,238	\$993,896	\$1,095,314	\$1,190,759
<b>Actual Cost of commodity gas / MMBTU</b>	\$4.11	\$4.20	\$4.18	\$4.11	\$3.91	\$3.93	\$3.95	\$3.99	\$4.01	\$4.02	\$4.05	\$4.14
<b>Up-Charge / Distribution / Tax</b>	\$3.39	\$3.45	\$3.24	\$3.02	\$2.05	\$2.01	\$2.01	\$2.01	\$2.10	\$4.02	\$4.05	\$4.14
<b>Total Actual Cost of natural gas / MMBTU</b>	\$7.50	\$7.65	\$7.42	\$7.13	\$5.96	\$5.94	\$5.96	\$6.00	\$6.11	\$8.04	\$8.10	\$8.28
<b>Orig. Budget Cost of commodity gas / MMBTU</b>	\$4.11	\$4.20	\$4.18	\$4.11	\$3.91	\$3.93	\$3.95	\$3.99	\$4.01	\$4.02	\$4.05	\$4.14
<b>Up-Charge / Distribution / Tax</b>	\$3.03	\$3.03	\$3.03	\$3.03	\$2.31	\$2.32	\$2.32	\$2.32	\$2.32	\$2.32	\$2.32	\$2.32
<b>Total Budget Cost of natural gas / MMBTU</b>	\$7.14	\$7.23	\$7.21	\$7.14	\$6.22	\$6.25	\$6.27	\$6.31	\$6.33	\$6.34	\$6.37	\$6.46
<b>Difference / MMBTU</b>	\$0.36	\$0.42	\$0.21	-\$0.01	-\$0.26	-\$0.31	-\$0.31	-\$0.31	-\$0.22	\$1.72	\$1.75	\$1.84
<b>Gas Usage Therms</b>	71,038	70,047	70,337	84,843	107,500	86,894	88,916	76,312	71,421			
<b>A. Project Cost</b>	\$4,917,393	\$4,917,393	\$4,917,393	\$4,917,393	\$4,917,393	\$4,917,393	\$4,917,393	\$4,917,393	\$4,917,393	\$4,917,393	\$4,917,393	\$4,917,393
<b>B. Gas cost savings to date (From Sept. 1, 2009)</b>	\$3,363,175	\$3,412,891	\$3,460,872	\$3,496,721	\$3,513,124	\$3,541,695	\$3,569,156	\$3,604,890	\$3,644,612			
<b>C. Annualized Savings</b>	\$630,595	\$630,072	\$629,249	\$626,278	\$619,963	\$615,947	\$611,855	\$609,277	\$607,435			
Simple Payback (years) = A / C	7.8	7.8	7.8	7.9	7.9	8.0	8.0	8.1	8.1			
Remaining Simple Payback = (A - B) / C	2.46	2.39	2.31	2.27	2.27	2.23	2.20	2.15	2.10			

**SBRSA Yearly Sludge Business Results  
2007 through 2014 Net Income was \$9.1 million**



# **STONY BROOK REGIONAL SEWERAGE AUTHORITY**

## **Personnel**

**PERSONNEL STAFFING REPORT**  
**December 1, 2014 to September 22, 2015**

<u>New Hires</u>	<u>Position</u>	<u>Date</u>
Botlinger, Matthew	Mechanic II	03/30/15
Robbins, John J.	Operator VI	06/15/15
Karpinski, Stephen A.	Operator VI	07/06/15

<u>In-House Transfers/ Promotions/(Demotions)</u>	<u>New Position</u>	
Roga, Stephen J.	Assistant Maintenance Manager	03/15/15
Delgado, Patrick	Environmental Technician I	04/19/15

Terminations/Resignations  
Retirements

Cespedes, Argely	Assistant O & M Manager	03/20/15
Botlinger, Matthew	Mechanic II	04/10/15
Asiedu, George	Operator VI	04/24/15
Ireland, Jr. Jerold	Operator II	05/11/15

Leaves  
of Absence

*Sherrill, David	Operator I	09/16/15
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Workers' Compensation

Summary as of September 22, 2015

Filled Positions (at Work)	43
Leaves of Absence	1
Workers Compensation (out of work)	0
Vacancies	<u>2</u>
Total Authorized/Budget	46

\* Action since last meeting.

**PERSONNEL TURNOVER REPORT  
FISCAL YEARS 2011-2015**

	<u>ADMIN.</u>	<u>LAB</u>	<u>MAINT.</u>	<u>OPS.</u>	<u>ENG'G</u>	<u>TOTAL</u>
<b><u>2011</u></b>						
AVERAGE NO. OF POSITIONS (12/01/10-11/09/11 )	5	3	10	21	6	45
NO. OF RESIGNATIONS / TERMINATIONS	0	0	0	1	0	1
% TURNOVER	0.0%	0.0%	0.0%	4.8%	0.0%	2.2%
<b><u>2012</u></b>						
AVERAGE NO. OF POSITIONS (12/01/11-11/13/12 )	5	3	10	21	6	45
NO. OF RESIGNATIONS / TERMINATIONS	0	0	0	3	0	3
% TURNOVER	0.0%	0.0%	0.0%	14.3%	0.0%	6.7%
<b><u>2013</u></b>						
AVERAGE NO. OF POSITIONS (12/01/12 -11/12/13 )	5	3	10	20	6	44
NO. OF RESIGNATIONS / TERMINATIONS	0	0	0	1	0	1
% TURNOVER	0.0%	0.0%	0.0%	5.0%	0.0%	2.3%
<b><u>2014</u></b>						
AVERAGE NO. OF POSITIONS (12/01/13 -11/12/14 )	5	3	10	20	7	45
NO. OF RESIGNATIONS / TERMINATIONS	0	0	0	1	0	1
% TURNOVER	0.0%	0.0%	0.0%	5.0%	0.0%	2.2%
<b><u>2015</u></b>						
AVERAGE NO. OF POSITIONS (12/01/14 -09/22/15 )	5	3	9	20	7	44
NO. OF RESIGNATIONS / TERMINATIONS	0	0	2	2	0	4
% TURNOVER	0.0%	0.0%	22.2%	10.0%	0.0%	9.1%

STONY BROOK REGIONAL SEWERAGE AUTHORITY						
EMPLOYEE ROSTER - UNION POSITIONS						
September 22, 2015						
No	DATE	NAME	POSITION	STATUS	LICENSE	HRLY. RATE
1	05/01/78	FUNCHERS, LANG	OPERATOR I	FULL TIME, REG.	S3	\$ 31.19
2	01/30/83	MOORE, JEFFREY P.	S/S RECEIVER	FULL TIME, REG.	NONE	\$ 26.50
3	09/10/84	TRAPHAGEN, ROBERT R.	LEAD INSTRUMENTATION MECH.	FULL TIME, REG.	NONE	\$ 35.26
4	03/01/86	GATES, HOBART J. 3rd	LEAD INSTRUM. MECHANIC	FULL TIME, REG.	S2	\$ 34.36
5	07/13/87	HENRY, MICHAEL P.	ENVIRONMENTAL TECH. I	FULL TIME, REG.	NONE	\$ 29.24
6	02/22/89	PACE, ROBERT J.	LAB SUPERVISOR+	FULL TIME, REG.	NONE	\$ 33.31
7	05/31/89	IRELAND, JOSEPH R.	OPERATOR I	FULL TIME, REG.	NONE	\$ 29.24
8	10/16/89	IRIZARRY, JOSE A.	ENVIRONMENTAL TECH I	FULL TIME, REG.	S3	\$ 31.19
9	09/24/90	FUNCHERS, TREMAYNE N.	OPERATOR I	FULL TIME, REG.	NONE	\$ 29.24
10	02/19/91	PEREZ, DAVID G.	S/S RECEIVER	FULL TIME, REG.	NONE	\$ 26.50
11	07/06/92	GERMANN, JAMES P.	INSTRUMENTATION MECHANIC	FULL TIME, REG.	S2	\$ 33.51
12	11/16/92	SHERRILL, DAVID D.	OPERATOR I	FULL TIME, REG.	NONE	\$ 29.24
13	05/03/93	LOVELL, JAMES W.	LEAD MECHANIC	FULL TIME, REG.	NONE	\$ 33.31
14	09/26/93	IRELAND, JOHN C.	MECHANIC III	FULL TIME, REG.	NONE	\$ 27.88
15	10/04/93	MOORE, XAVIER	CUSTODIAN	FULL TIME, REG.	NONE	\$ 23.29
16	10/23/95	SCHROEDER, DALE M.	MECHANIC I	FULL TIME, REG.	NONE	\$ 31.50
17	06/06/01	LECERF, ROBERTO M.	LEAD OPERATOR	FULL TIME, REG.	S1	\$ 33.71
18	10/02/02	RIVERA, ANTHONY J.	MECHANIC I	FULL TIME, REG.	S2	\$ 32.45
19	03/01/04	EDDY, CHRISTOPHER L.	LEAD OPERATOR	FULL TIME, REG.	S2	\$ 34.26
20	04/05/04	WALDRON, GLEN M.	MECHANIC I	FULL TIME, REG.	NONE	\$ 31.40
21	09/14/04	SLEZAK, WEISLAW	MECHANIC I	FULL TIME, REG.	NONE	\$ 31.40
22	09/27/04	DELGARDIO, PATRICK J	ENVIRONMENTAL TECH I	FULL TIME, REG.	S2	\$ 30.19
23	04/09/07	LAZEWSKI, KRZYSZTOF D.	OPERATOR I	FULL TIME, REG.	S-2	\$ 29.99
24	04/07/08	CRATE, JOSEPH N.	MECHANIC I	FULL TIME, REG.	NONE	\$ 31.20
25	8/18/2008	HILL, WILLIAM P. JR.	OPERATOR I	FULL TIME, REG.	S1, C3	\$ 29.44
26	08/23/10	STEWART, KYLE E.	OPERATOR I	FULL TIME, REG.	S2	\$ 29.69
27	12/6/10	KITNER, KEVIN D.	Operator III	FULL TIME, REG	NONE	\$ 25.90
28	09/10/12	DOBSON, PAUL	OPERATOR II	RULL TIME, REG	S1	\$ 27.78
29	06/15/15	ROBBINS, JOHN J.	OPERATOR VI	FULL TIME, REG	NONE	\$ 19.12
30	07/06/15	KARPINSKI, STEPHEN A.	OPERATOR VI	FULL TIME, REG	NONE	\$ 18.62
			<b>Average</b>	\$ 29.66		\$ 889.91
* HOURLY RATE IS BASE RATE OF SECOND SHIFT PLUS S-LICENCE AND LONGEVITY PAY						
+ SHALL BE USED FOR THIS CLASSIFICATION ONLY BECAUSE IT IS MANDATED BY THE NJDEP						

**Stony Brook Regional Sewerage Authority  
Employee Roster  
Non Union Positions**

**September 22, 2015**

	<b>Date Employed</b>	<b>Name</b>	<b>Position</b>
1.	11/23/81	Kunert, Robert J.	Plant Manager
2.	09/14/82	Coleman, Dennis D.	O & M Technical Specialist
3.	05/30/85	Redding, Diane	Assistant Finance Officer
4.	11/16/87	Hess, Ronald W.	Assistant Information Technology Manager
5.	03/16/88	Roga, Stephen J.	Assistant Maintenance Manager
6.	07/17/89	Neuhof, Stuart S.	Chief Financial Officer
7.	09/08/89	Ireland, Jerold W.	Assistant Plant Manager
8.	12/09/89	Irizarry, Javier	Assistant Safety Manager
9.	05/28/91	Kantorek, John	Executive Director
10.	07/22/91	Karlowitsch, Madelene	Purchasing Coordinator
11.	08/14/95	Rahimi, Hossein	Laboratory Manager
12.	11/22/99	Carlino, Patricia	Assistant Human Resources Manager
13.	02/25/02	Shurott-Pchola, Antonia F.	Assistant Executive Director
14.	02/25/02	Bixby, Courtney B.	Assistant Manager of Engineering

# **STONY BROOK REGIONAL SEWERAGE AUTHORITY**

## **CORRESPONDENCE**

Governor Chris Christie • Lt. Governor Kim Guadagno

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**FOR IMMEDIATE RELEASE**

September 23, 2015

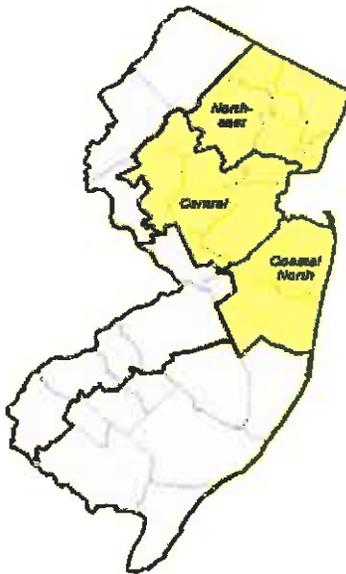
**Contact:** Bob Considine (609) 292-2994

Lawrence Hajna (609) 984-1795

Caryn Shinske (609) 984-1795

**WATER SUPPLY DROUGHT WATCH ISSUED FOR THREE NEW JERSEY REGIONS***RESIDENTS ASKED TO VOLUNTARILY CONSERVE WATER*

**(15/P80) TRENTON** – Department of Environmental Protection Commissioner Bob Martin today issued a drought watch for New Jersey's Northeast, Central, and Coastal North water supply regions, urging residents in the affected areas to voluntarily conserve water and for the rest of the state to practice wise water use due to continued dry weather and above-average temperatures.



The drought watch is prompted by continued rainfall deficits that have decreased reservoir, ground water and streamflow levels in the three regions.

The purpose of the watch is to raise public awareness, formally alert all water suppliers in the region of the situation, and to seek voluntary cooperation to preserve existing supplies in the affected regions, with water demand still high.

The three affected drought regions include all or parts of 12 counties, including Bergen, Essex, Hudson, Hunterdon, Mercer, Middlesex, Monmouth, Morris, Ocean, Passaic, Somerset and Union.

"We have been carefully tracking precipitation, stream flows, ground water and reservoir levels since the spring and over the course of the very dry summer," Commissioner Martin said.

"While it is not uncommon to see reduced stream flows and

ground water levels by the end of the summer season, we are beginning to observe signs of stress in our water supply indicators, and this warrants closer scrutiny and public cooperation."

"We are asking residents to be aware of the situation and use water more carefully and deliberately, especially when it comes to lawn watering and other non-essential uses. The goal is to moderate water demand through voluntary conservation."

Some suggested water conservation tips include:

- Do not over-water lawns and landscaping. Two times per week for 30 minutes in morning or late evening typically is sufficient. Use a hose with a hand-held nozzle to water flowers and shrubs.
- Avoid watering lawns and plants during the heat of the day, as this promotes evaporation and water waste.
- Use a broom to sweep the sidewalk, rather than a hose.
- To save water at home, fix leaky faucets and pipes.
- Turn off the faucet while brushing teeth and shaving.
- Run washing machines and dishwashers only when full.

The DEP has observed significant reservoir level declines in some water systems, particularly United Water New Jersey's Oradell reservoir system in Bergen County. While measurable rainfall during the second week of September provided some temporary relief, it did not appreciably improve the water supply situation in the three drought regions. Additionally, the National Weather Service's Climate Prediction Center is projecting above-average temperatures and dry weather to continue through October.

United Water New Jersey serves approximately 800,000 customers in Bergen and northern Hudson counties. Although combined reservoir storage across Northeastern New Jersey is only marginally below normal for this time of year, the region is potentially vulnerable because of United Water New Jersey's reliance on other major suppliers to complement its supply when demands are unusually high. If current conditions persist, other interconnected water systems could be adversely affected if inflated demands are left unchecked.

Other drinking water supply indicators are also showing signs of stress from the dry weather and high water demands, including stream flows and ground water levels, as well as declining reservoir storage in the New Jersey Water Supply Authority's Spruce Run and Manasquan Reservoirs in Hunterdon and Monmouth counties, respectively.

While plentiful rains in June replenished reservoirs, stream flow and ground water sources, very dry, warm weather in July and August resulted in high water usage that has continued into September.

If conditions remain warm and dry and water demands do not decrease, DEP will consider further regulatory actions, such as the designation of a drought warning. Under a drought warning, the DEP may order water purveyors to develop alternative sources of water or transfer of water between areas of New Jersey with relatively more water to those with less.

"We are asking residents across the state, and particularly in the three drought watch regions, to use water sparingly, and to voluntarily reduce nonessential water use, especially outdoors," said Dan Kennedy, DEP Assistant Commissioner for Water Resources Management. "We advocate for conservation of water at all times. But responsible water use at this time is especially important. We ask that residents take voluntary steps such as limiting lawn and landscaping watering, and cutting back on water-related chores at home, such as car washing. This could save millions of gallons of water daily."

For more state water supply status information, visit: [www.njdrought.org/status.html](http://www.njdrought.org/status.html).

For more information on water conservation, visit: [www.njdrought.org/ideas.html](http://www.njdrought.org/ideas.html)

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# **STONY BROOK REGIONAL SEWERAGE AUTHORITY**

## **Old Business**

# **STONY BROOK REGIONAL SEWERAGE AUTHORITY**

## **New Business**