

**RESOLUTION AUTHORIZING THE MASS MODIFICATION OF  
ALL NON-DOMESTIC WASTEWATER DISCHARGE PERMITS THAT  
CONTAIN QUARTERLY REPORTING**

**WHEREAS**, The Somerset Raritan Valley Sewerage Authority has an established Industrial Pretreatment Program to allow for and regulate the discharge of industrial effluent and/or groundwater via a permit program; and

**WHEREAS**, the following industries are regulated via Non-Domestic Wastewater Discharge Permits that include quarterly reporting:

ADESA New Jersey LLC 200 North Main Street, Manville, NJ	Permit 32E
Air Liquide Advanced Materials, Inc. 197 Meister Avenue, Branchburg, NJ	Permit 37B
Allergan 1 Millennium Way, Branchburg, NJ	Permit 47A
American Spraytech, LLC 200, 205 Meister Avenue, Branchburg, NJ	Permit 48A
Amneal Complex Products Research, LLC 995 Route 202/206, Bridgewater, NJ	Permit 39E
Amneal Pharmaceuticals, LLC 131 Chambers Brook Road, Branchburg, NJ	Permit 35C
Amneal Pharmaceuticals, LLC 19 Readington Road, Branchburg, NJ	Permit 53
Amneal Pharmaceuticals, LLC 65 Readington Road, Branchburg, NJ	Permit 51B
Ashland Inc. 1005 Route 202/206, Building 1005 (N), Bridgewater, NJ	Permit 38C
Avantor Performance Materials, Inc. 1013 Route 202/206, Suite 100, Bridgewater, NJ	Permit 45C
EMD Performance Materials Corp. 70 Meister Avenue, Somerville, NJ	Permit 46B
Fisher Scientific Company 755 State Highway Route 202, Bridgewater, NJ	Permit 11H

**Res. No. 23-0828-1**

Henkel Corporation 10 FINDERNE AVENUE, BRIDGEWATER, NJ	Permit 42B
ImClone Systems LLC 50 ImClone Drive, Branchburg, NJ	Permit 34C
Ingredion Incorporated 10 FINDERNE AVENUE, BUILDING 3, BRIDGEWATER, NJ	Permit 43A
Janssen Pharmaceuticals 930, 1000 ROUTE 202, RARITAN, NJ	Permit 7H
Laboratory Corporation of America 69 FIRST AVENUE, RARITAN, NJ	Permit 33D
Lycored Corporation 33 INDUSTRIAL PARKWAY, BRANCHBURG, NJ	Permit 52
Nestle Healthcare Nutrition, Inc. 1007 ROUTE 202/206, BRIDGEWATER, NJ	Permit 49B
Nouryon Surface Chemistry LLC and Ingredion Inc. 10 FINDERNE AVENUE, BUILDING 2, BRIDGEWATER, NJ	Permit 41B
Ortho Clinical Diagnostics 1001 US HIGHWAY 202, RARITAN, NJ	Permit 6I
Power Integrations, Inc. 161 CHAMBERS BROOK ROAD, BRANCHBURG, NJ	Permit 54
PTC Therapeutics, Inc. 1013 ROUTE 202/206, SUITE 300, BRIDGEWATER, NJ	Permit 55
RathGibson North Branch, LLC 100 ASPEN HILL ROAD, NORTH BRANCH, NJ	Permit 27G
RB Manufacturing LLC 799 US 206, HILLSBOROUGH, NJ	Permit 18G
Rebtex LLC 40 INDUSTRIAL PARKWAY, NORTH BRANCH, NJ	Permit 20H
Roche Molecular Systems, Inc. 1080 ROUTE 202 SOUTH, BRANCHBURG, NJ	Permit 28H

Somerset Tire Service, Inc.  
1 STS Drive, Bridgewater, NJ

Permit 36C

Symrise Inc.  
170/180 Industrial Parkway, Branchburg, NJ

Permit 23H

Viscofan USA Inc.  
141 Southside Avenue, Bridgewater, NJ

Permit 16H

**WHEREAS**, the existing permits include a unique definition for quarters; and

**WHEREAS**, the Authority has proposed to replace the unique quarter definition with Standard calendar quarters; and,

**WHEREAS**, the above referenced industries have agreed to abide by all of the rules and regulations of the Authority concerning the discharge of non-domestic wastewater to the Authority's system; and

**WHEREAS**, a thirty-day Public Comment Period was held to receive written comments or to request that the SRVSA hold a non-adversarial Public Hearing. No public comments were received during the Public Comment Period, nor were there any requests for a non-adversarial Public Hearing.

**NOW, THEREFORE, BE IT RESOLVED BY** The Somerset Raritan Valley Sewerage Authority that it hereby authorizes the modification of all above-referenced Non-Domestic Wastewater Discharge Permits.

INTRODUCED BY: MICHAEL IMPELLIZERI  
SECONDED BY: ROBERT ALBANO

Roll Call Vote:

Robert Albano	Yes	Edward Machala	Yes
Pamela Borek	Absent	Richard Mathews	Yes
Nicolas Carra	Yes	Michael Pappas	Yes
Gary DiNardo	Absent	Philip Petrone	Yes
Vincent Dominach	Yes	Reinhard Pratt	Yes
Louis Esposito, Jr	Yes	Frank Scarantino	Yes
Michael Impellizeri	Yes	Joseph Lifrieri	Yes

**CERTIFICATION**

I, Ronald S. Anastasio, Executive Director and Certifying Agent of The Somerset Raritan Valley Sewerage Authority, HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted at a Regular Meeting of the Authority held on the 28<sup>th</sup> of August, 2023, as the same appears on record in the Minute Book of The Authority.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the Seal of The Authority this 29<sup>th</sup> day of August, 2023.



Ronald S. Anastasio, P.E.  
Executive Director  
RSA/eah



The  
Somerset Raritan Valley  
Sewerage Authority

TO: RONALD S. ANASTASIO, P.E.  
EXECUTIVE DIRECTOR

FROM: ELEANOR HOFFMAN  
REGULATORY COMPLIANCE OFFICER

DATE: August 2, 2023

SUBJECT: Mass Modification of All IPP Discharge Permits the Require Quarterly Reporting  
for Quarter Schedule Change

All Industrial Pretreatment Program discharge permits that require quarterly reporting will be modified as part of a mass modification to revise the reporting quarters defined in Section III. B. This mass modification will replace the existing Reporting Period schedule with a schedule that aligns with traditional calendar quarters. The existing non-traditional quarters cause unnecessary confusion. This mass modification will not affect the expiration dates of any of the Industrial Pretreatment Program permits.

The existing quarterly schedule is as follows:

**Existing Quarterly Schedule:**

<u>Reporting Period</u>	<u>Due Date</u>
December, January, February	March 25
March, April, May	June 25
June, July, August	September 25
September, October, November	December 25

The proposed quarterly is as follows:

**New Quarterly Schedule (Effective 9/1/23):**

<u>Reporting Period</u>	<u>Due Date</u>
January, February, March	April 25
April, May, June	July 25
July, August, September	October 25
October, November, December	January 25

To accommodate this schedule change the quarter September 1, 2023 – November 30, 2023 will be extended to include the month of December. The last quarter of 2023 will run from September 1, 2023 – December 31, 2023.

The following Industrial Pretreatment Program permits are to be modified:

- ADESA New Jersey LLC
- Air Liquide Advanced Materials, Inc.
- Allergan
- American Spraytech, LLC
- Amneal Complex Products Research, LLC
- Amneal Pharmaceuticals, LLC - 131 Chambers Brook
- Amneal Pharmaceuticals, LLC - 19 Readington Rd
- Amneal Pharmaceuticals, LLC - 65 Readington Rd
- Ashland Inc.
- Avantor Performance Materials, Inc.
- EMD Performance Materials Corp.
- Fisher Scientific Company
- Henkel Corporation
- ImClone Systems LLC
- Ingredion Incorporated
- Janssen Pharmaceuticals
- Laboratory Corporation of America
- Lycored Corporation
- Nestle Healthcare Nutrition, Inc.
- Nouryon Surface Chemistry LLC and Ingredion Inc.
- Ortho Clinical Diagnostics
- Power Integrations, Inc.
- PTC Therapeutics, Inc.
- RathGibson North Branch, LLC
- RB Manufacturing LLC
- Rebtex LLC
- Roche Molecular Systems, Inc.
- Somerset Tire Service, Inc.
- Symrise Inc.
- Viscofan USA Inc.

Each affected IPP discharge permittee has been notified of this mass modification via email and regular mail. Public notice for a 30-day public comment period was published on July 18, 2023. No comments from either the public or the permittees have been received to date during the public comment period, which closes on August 16, 2023.

**RESOLUTION AUTHORIZING THE REISSUANCE OF  
A NON-DOMESTIC WASTEWATER DISCHARGE PERMIT TO  
ALLERGAN**

**WHEREAS**, The Somerset Raritan Valley Sewerage Authority has an established Industrial Pretreatment Program to allow for and regulate the discharge of industrial effluent and/or groundwater via a permit program; and

**WHEREAS** Allergan, located at 1 & 4 Millennium Way in Branchburg, New Jersey, is regulated via the Non-Domestic Wastewater Discharge Permit No. 47A; and,

**WHEREAS**, Allergan has requested that the Somerset Raritan Valley Sewerage Authority (SRVSA) reissue a Non-Domestic Wastewater Discharge Permit to them since their present permit is expiring. The new discharge permit will regulate the discharge from the facility. The permit, if approved, will be effective for five (5) years.

**WHEREAS**, the above referenced industry has agreed to abide by all of the rules and regulations of the Authority concerning the discharge of non-domestic wastewater to the Authority's system; and

**WHEREAS**, a thirty-day Public Comment Period was held to receive written comments or to request that the SRVSA hold a non-adversarial Public Hearing. No public comments were received during the Public Comment Period, nor were there any requests for a non-adversarial Public Hearing.

**NOW, THEREFORE, BE IT RESOLVED BY** The Somerset Raritan Valley Sewerage Authority that it hereby authorizes the reissuance of Non-Domestic Wastewater Discharge Permit 47B for Allergan located at 1 & 4 Millennium Way in Branchburg, New Jersey.

INTRODUCED BY: MICHAEL IMPELLIZERI  
SECONDED BY: ROBERT ALBANO

Roll Call Vote:

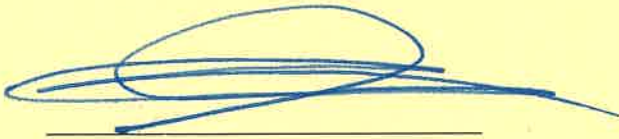
Robert Albano	Yes	Edward Machala	Yes
Pamela Borek	Absent	Richard Mathews	Yes
Nicolas Carra	Yes	Michael Pappas	Yes
Gary DiNardo	Absent	Philip Petrone	Yes
Vincent Dominach	Yes	Reinhard Pratt	Yes
Louis Esposito, Jr	Yes	Frank Scarantino	Yes
Michael Impellizeri	Yes	Joseph Lifrieri	Yes

**Res. No. 23-0828-2**

**CERTIFICATION**

I, Ronald S. Anastasio, Executive Director and Certifying Agent of The Somerset Raritan Valley Sewerage Authority, HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted at a Regular Meeting of the Authority held on the 28<sup>th</sup> of August, 2023, as the same appears on record in the Minute Book of The Authority.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the Seal of The Authority this 29<sup>th</sup> day of August, 2023.



Ronald S. Anastasio, P.E.  
Executive Director  
RSA/eah





The  
Somerset Raritan Valley  
Sewerage Authority

TO: RONALD S. ANASTASIO, P.E.  
EXECUTIVE DIRECTOR

FROM: ELEANOR HOFFMAN, P.E.  
REGULATORY COMPLIANCE ENGINEER

DATE: August 2, 2023

SUBJECT: Discharge Permit Reissue for Allergan

Allergan has applied to the Somerset Raritan Valley Sewerage Authority (SRVSA) for the renewal of Non-Domestic Wastewater Discharge Permit 47A. Allergan is located at 1 & 4 Millennium Way in Branchburg, NJ. The permit will allow them to continue discharging wastewater generated at the facility from the manufacture of human and porcine tissue products. If approved, the permit will be effective for five years.

Allergan is regulated as a Significant Industrial User.

Public notice regarding this permit renewal was issued on July 18, 2023. No comments from either the public or Allergan have been received to date during the Public Comment Period, which closes on August 16, 2023.

**RESOLUTION AUTHORIZING THE ADMINISTRATIVE TERMINATION OF  
THE NON-DOMESTIC WASTEWATER DISCHARGE PERMIT 7B GW ISSUED TO  
GLENN SPRINGS HOLDINGS INC.**

**WHEREAS**, The Somerset Raritan Valley Sewerage Authority has an established Industrial Pretreatment Program to allow for and regulate the discharge of industrial effluent and/or groundwater via a permit program; and

**WHEREAS**, Glenn Springs Holdings Inc., located at 358 Union Avenue in Bridgewater, New Jersey is regulated via Non-Domestic Wastewater Discharge Permit No. 7B GW; and,

**WHEREAS**, Glenn Springs Holdings Inc. has decreased process flow to less than 500 gallons per day; and,

**WHEREAS**, Glenn Springs Holdings Inc. applied for classification as a De Minimis Industrial User and meets the criteria as set forth in Resolution No. 20-0127-1; and,

**WHEREAS**, Glenn Springs Holdings Inc. has requested that the Somerset Raritan Valley Sewerage Authority (SRVSA) Administratively Terminate Non-Domestic Wastewater Discharge Permit 50A; and,

**WHEREAS**, a thirty-day Public Comment Period was held to receive written comments or to request that the SRVSA hold a non-adversarial Public Hearing. No public comments were received during the Public Comment Period, nor were there any requests for a non-adversarial Public Hearing.

**NOW, THEREFORE, BE IT RESOLVED** BY The Somerset Raritan Valley Sewerage Authority that it hereby authorizes the Administrative Termination of the Non-Domestic Wastewater Discharge Permit 7B GW for Glenn Springs Holdings Inc., located at 358 Union Avenue, in Bridgewater, New Jersey.

INTRODUCED BY: MICHAEL IMPELLIZERI  
SECONDED BY: ROBERT ALBANO

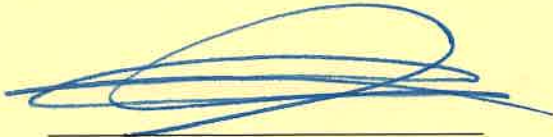
Roll Call Vote:

Robert Albano	Yes	Edward Machala	Yes
Pamela Borek	Absent	Richard Mathews	Yes
Nicolas Carra	Yes	Michael Pappas	Yes
Gary DiNardo	Absent	Philip Petrone	Yes
Vincent Dominach	Yes	Reinhard Pratt	Yes
Louis Esposito, Jr	Yes	Frank Scarantino	Yes
Michael Impellizeri	Yes	Joseph Lifrieri	Yes

**CERTIFICATION**

I, Ronald S. Anastasio, Executive Director and Certifying Agent of The Somerset Raritan Valley Sewerage Authority, HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted at a Regular Meeting of the Authority held on the 28th of August, 2023, as the same appears on record in the Minute Book of The Authority.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the Seal of The Authority this 29th day of August, 2023.



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Ronald S. Anastasio, P.E.  
Executive Director  
RSA/eah



The  
Somerset Raritan Valley  
Sewerage Authority

TO: RONALD S. ANASTASIO, P.E.  
EXECUTIVE DIRECTOR

FROM: ELEANOR HOFFMAN, P.E.  
REGULATORY COMPLIANCE ENGINEER

DATE: August 2, 2023

SUBJECT: Discharge Permit Administrative Termination for Glenn Springs Holdings Inc.

Glenn Springs Holdings Inc. Groundwater Sump System at Bridgewater Motorworks, located at 358 Union Avenue West in Bridgewater, New Jersey requested to be classified as a *De Minimis Industrial User* and have their permit, Permit 7B GW, administratively terminated.

Permit 7B GW regulates the discharge of contaminated groundwater. Over time the flow from Glenn Springs Holdings Inc. has decreased, and pretreatment has been determined to no longer be necessary. In the last 12 months, Glenn Springs Holdings Inc. has only discharged in two of the months. Glenn Springs Holdings Inc. meets the requirements to be classified as a *De Minimis Industrial User*, and no longer requires a permit. Therefore, the Somerset Raritan Valley Sewerage Authority is proposing to administratively terminate Permit 7B GW.

Public notice regarding this matter was published on June 27, 2023. No comments from either the public or Glenn Springs Holdings Inc. were received during the Public Comment Period, which closed on July 26, 2023.

**RESOLUTION POSTPONING CONSIDERATION TO THE PROPOSED REVISION TO  
THE UPPER RARITAN WATER QUALITY MANAGEMENT PLAN  
HAMILTON ROAD (BLOCK 183.05 LOT 35), HILLSBOROUGH TOWNSHIP**

**WHEREAS**, The Somerset Raritan Valley Sewerage Authority has received a letter from NJDEP (attached) regarding an application for a proposed amendment to the current Upper Raritan Water Quality Management Plan (WQMP); and

**WHEREAS**, the proposed amendment will add a parcel (Block 183.05, Lot 35) located at Hamilton Road in Hillsborough Township to the Somerset Raritan Valley Sewerage Authority Sewer Service Area and allow nine (9) proposed single-family dwellings to connect to the sanitary sewer line serviced by the Somerset Raritan Valley Sewerage Authority; and

**WHEREAS**, the Authority has received a letter from the Hillsborough Township Municipal Utilities Authority (HTMUA), dated July 31, 2023 (attached), indicating that the HTMUA is not consenting to the aforementioned proposed amendment to the current Upper Raritan Water Quality Management Plan at this time; and

**WHEREAS**, in light of this information, the Authority staff recommends approval of this resolution **postponing consideration** until such time that the HTMUA grants consent for the aforementioned revision to the current Upper Raritan Water Quality Management Plan.

**NOW, THEREFORE, BE IT RESOLVED** by The Somerset Raritan Valley Sewerage Authority Board of Commissioners that it hereby postpones consideration to the aforementioned proposed amendment to the current Upper Raritan Water Quality Management Plan until such time that the Hillsborough Township Municipal Utilities Authority grants consent; and

**BE IT FURTHER RESOLVED** that this consent shall be submitted to the NJDEP in accordance with N.J.A.C. 7:15-3.4.

INTRODUCED BY: ROBERT ALBANO  
SECONDED BY: RICHARD MATHEWS

Roll Call Vote:

Robert Albano	Yes	Edward Machala	Yes
Pamela Borek	Absent	Richard Mathews	Yes
Nicolas Carra	Yes	Michael Pappas	Yes
Gary DiNardo	Absent	Philip Petrone	Yes
Vincent Dominach	Yes	Reinhard Pratt	Yes
Louis Esposito, Jr	Yes	Frank Scarantino	Yes
Michael Impellizeri	Yes	Joseph Lifrieri	Yes

**CERTIFICATION**

I, RONALD S. ANASTASIO, Executive Director and Certifying Agent of The Somerset Raritan Valley Sewerage Authority, HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted at a Regular Meeting of the Authority held on the 28th day of August 2023, as the same appears on record in the Minute Book of the Authority.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the Seal of the Authority this 29th day of August 2023.



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Ronald S. Anastasio, P.E.  
Executive Director  
RSA/SMU

**THE TOWNSHIP OF HILLSBOROUGH  
MUNICIPAL UTILITIES AUTHORITY**

220 Triangle Road, Suite #234  
P O Box 5909  
Hillsborough, NJ 08844

Telephone (908) 371-9660  
Fax (908) 371-9670

**Via email**

July 31, 2023

Mr. Ronald S. Anastasio, Executive Director  
SRVSA  
50 Polhemus Drive  
Bridgewater, NJ 08807

RE: 00 Hamilton Road, Block 183.05, Lot 35, proposed amendment to the WQMP

Dear Mr. Anastasio:

The Township of Hillsborough Municipal Utilities Authority is in receipt of correspondence from Van Cleef Engineering, regarding the above-mentioned proposed amendment to the WQMP. The Township of Hillsborough Municipal Utilities Authority, at this time, is not in agreement with this amendment.

Should you have any questions, please feel free to contact this office.

Kind regards,

*Pamela Borek*

Pamela Borek  
Executive Director

cc: Michael K. Ford, PE – Van Cleef Engineering  
Anthony Ferrera – Hillsborough Township Administrator  
David Kois – Hillsborough Township Planning Director



The  
Somerset Raritan Valley  
Sewerage Authority

TO: BOARD OF COMMISSIONERS

FROM: RONALD S. ANASTASIO, P.E.  
EXECUTIVE DIRECTOR

DATE: AUGUST 21, 2023

RE: PROPOSED REVISION TO THE UPPER RARITAN WATER QUALITY  
MANAGEMENT PLANS – 00 HAMILTON ROAD, BLOCK 183.05 LOT 35  
HILLSBOROUGH TOWNSHIP

This proposed revision was on the July 24, 2023 SRVSA Board of Commissioners regular board meeting agenda under Res. No. 23-0724-3, and was tabled by the Board until the next meeting (August 28<sup>th</sup>), to allow time for the Hillsborough Township Municipal Utilities Authority (HTMUA) to formally consider this application. The application is for a mapping revision to the Upper Raritan Water Quality Management Plans (WQMPs) to add nine (9) proposed single-family dwellings located at Hamilton Road (Block 183.05, Lot 35) in Hillsborough Township to the Somerset Raritan Valley Sewerage Authority Sewer Service Area, which will result in this parcel being serviced by the SRVSA.

We have received a letter from the HTMUA, dated July 31, 2023 (attached), that at this time the HTMUA is not in agreement with this amendment. In light of this, a resolution has been placed on the agenda for formal consideration which would postpone the SRVSA consent to this application until such time that the HTMUA grants consent.

I recommend approval of this resolution. Should you have any questions, please do not hesitate to contact me.

Ronald S. Anastasio, P.E.  
Executive Director

Attachments  
RSA

U:\LAKE\RESOLUTIONS\2023\August\MEMO - Res No 23-0828-4 - 00 Hamilton Road (Hillsborough Township) B183.05 Lot 35 - Postpone Consent to the Request for WWMP Revision.docx





## State of New Jersey

### DEPARTMENT OF ENVIRONMENTAL PROTECTION

Division of Watershed Protection and Restoration

Bureau of NJPDES Stormwater Permitting and Water Quality Management

P.O. Box 420, 501 East State Street

Mail Code 501-02A

Trenton, NJ 08625-0420

Phone: (609) 633-7021, Fax: (609) 984-6505

<https://www.nj.gov/dep/wqmp>

PHILIP D. MURPHY  
*Governor*

SHAWN M. LaTOURETTE  
*Commissioner*

SHEILA Y. OLIVER  
*Lt. Governor*

Ryan Elkholy  
71 Old Camplain Road  
Hillsborough, New Jersey 08844

**Email Only**  
July 6, 2023

Re: 00 Hamilton Drive, LLC  
Block 183.05, Lot 35, Hillsborough Township, Somerset County  
Proposed Amendment to the Upper Raritan Water Quality Management (WQM)  
Plan  
Program Interest No. 435434/AMD230001  
**Preliminary Notice and Request for Consents**

Dear Mr. Elkholy

The New Jersey Department of Environmental Protection (Department) received an application for an amendment to the Upper Raritan WQM Plan for the above referenced project on February 2, 2023. The proposed amendment is for 9 single family three-bedroom homes in Hillsborough Township located on Block 183.05, Lot 35. The proposed amendment would add 6.42 acres to the currently approved sewer service area (SSA) for the Somerset Raritan Valley Sewerage Authority (SRVSA). The proposed wastewater to be generated is 2,700 gallons per day (gpd) based on N.J.A.C. 7:14A-23.3.

The Department will be publishing a public notice in the New Jersey Register proposing the amendment for public review and comment. We anticipate the notice will be published in the New Jersey Register on July 17, 2023. If we are unable to publish on that day, we will notify you. A copy of the public notice is enclosed with this letter.

Pursuant to N.J.A.C. 7:15-3.5(g)6, you must request written statements of consent for the proposed amendment from the following entities: SRVSA, Hillsborough Township, Hillsborough Township Municipal Utilities Authority (MUA), Somerset County Board of County Commissioners and the Delaware & Raritan Canal Commission. A statement of consent from a governmental entity must be in the form of a resolution adopted by the entity's governing body. Any entities objecting to the proposed amendment must submit their reasons for the objection in writing.

Requests for written statements of consent from the entities identified above must be transmitted by a letter sent via certified mail, return receipt requested, within 15 days of the date of this correspondence. The request letter must include a copy of the enclosed public notice for the proposed amendment, along with any other supporting documentation you deem relevant, and must request that written statements of consent be provided to you within 60 days. A sample request letter and resolution are enclosed. Please promptly forward to this office copies of the request letters with their signed and receive dated return receipts and all correspondence received in response to your requests.

Please note that sewer service is not guaranteed by adoption of the proposed amendment since the amendment represents only one part of the permit process and other issues may need to be addressed. Inclusion in the SSA resulting from adoption of this amendment does not eliminate the need to obtain all necessary permits, approvals or certifications required by any federal, state, county or municipal review agency with jurisdiction over this project/activity.

Please include the program interest and activity numbers provided above on all written correspondence to the Department regarding this amendment. If you have any questions about this amendment, please contact Maggie Matlosz at (609) 633-7021 or [maggie.matlosz@dep.nj.gov](mailto:maggie.matlosz@dep.nj.gov).

Sincerely,



Gabriel Mahon, Bureau Chief  
Bureau of NJPDES Stormwater Permitting and Water Quality Management  
Division of Watershed Protection and Restoration  
NJ Department of Environmental Protection

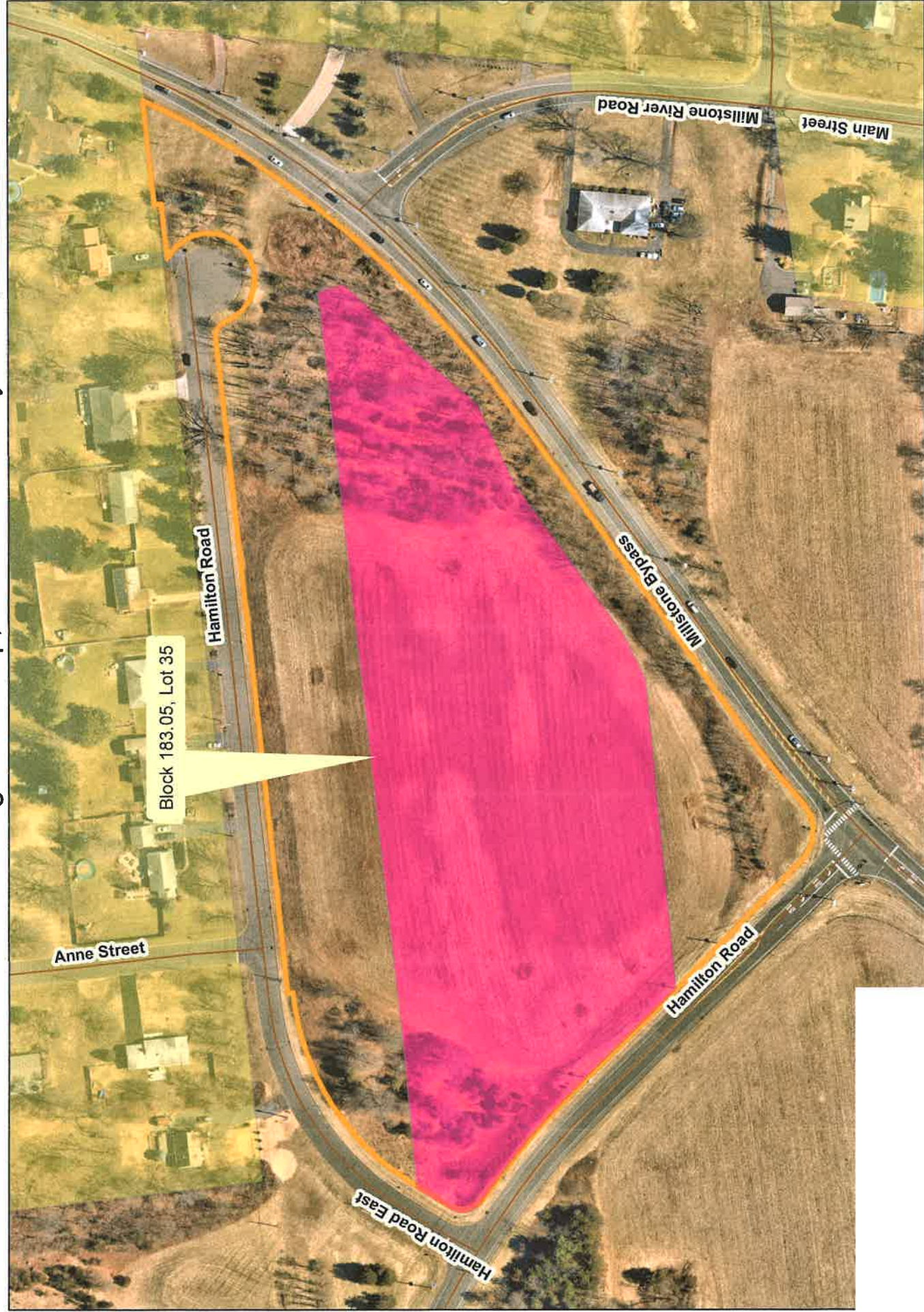
Enclosure: Preliminary Notice  
Map  
Statement of Consent Request Letter & Resolution

c: Paul Christopher, Van Cleef  
Anthony Ferrera, Hillsborough Township Administrator  
David Kois, Hillsborough Township Planning Director  
Walter Lane, Director, Somerset County Planning Department  
Robert Hough, Hillsborough MUA  
Ronald Anastasio, Executive Director, Somerset Raritan Valley Sewerage Authority

John Hutchison, Executive Director, Delaware and Raritan Canal Commission  
Kathleen Burkhard, Section Chief, NJDEP, Division of Water Quality (DWQ), Bureau of  
Environmental and Engineering Review (BEEP)  
Raj Shah, NJDEP, DWQ, BEEP, Treatment  
Works Approval (TWA)



PI435434/AMD230001  
Hillsborough Township, Somerset County



end

- Project Site
- Proposed Sewer Service Area
- Currently Adopted Sewer Service Area

**RESOLUTION AWARDING CONTRACT A-23-6 FOR THE  
FURNISHING AND DELIVERY OF COMPLETE SET OF SPARE INCINERATOR  
DOME BLOCKS & REFRACTORY BRICKS TO HANKIN ENVIRONMENTAL  
SYSTEMS, INC.**

**WHEREAS**, in 2010, the Authority had to replace the refractory dome in the R2 Incinerator, where a spare set of dome blocks that were part of the original R2 incinerator construction contract, and where it has been the Authority's intention over the last several years to budget for and purchase a spare set of refractory dome blocks to hold in reserve in the event of damage to the existing R2 refractory dome, and where the R2 refractory dome is the heart of the incinerator and the incinerator cannot function without its refractory dome; and

**WHEREAS**, the Authority's FY2023 Capital Budget has allocated \$250,000 towards the purchase of a spare set of R2 Incinerator refractory dome blocks and associated wall refractory bricks; and

**WHEREAS**, in accordance with the Local Public Contracts Law, N.J.S.A.: 40:11-1 et. seq., the Authority is required to seek public bids for any product or service costing in excess of \$44,000.00, and on August 15<sup>th</sup>, 2023 sealed bids were publicly received and opened by the Authority for the **FURNISHING AND DELIVERY OF COMPLETE SET OF SPARE INCINERATOR DOME BLOCKS & REFRACTORY BRICKS**, and where one set of contract documents were sold and one (1) bid was received, where a bid was received from Hankin Environmental Systems, Inc. in the amount of \$246,000.00, and upon a review of the bidding documents by the Authority's staff, it was determined that the low bidder has submitted all of the required documents.

**WHEREAS**, the Authority staff have determined that this price is in line with the of the purchase cost estimate of the Authority's Manager of Engineering of \$250,000, as more specifically described in the attached memo, and hereby recommends award of this contract to Hankin Environmental Systems, Inc. in the amount of \$246,000.00; and

**WHEREAS**, the Chief Financial Officer of The Somerset Raritan Valley Sewerage Authority has certified in writing the emergency availability of funds for the purposes set forth in this Resolution, to be funded out of the Authority's FY 2023 Capital Budget Connection Capital Incinerator #2 Repair – Parts & Supplies, specifically – (02-400-3000).

**NOW, THEREFORE BE IT RESOLVED** by the Somerset Raritan Valley Sewerage Authority Board of Commissioners that it hereby authorizes the award of Contract A-23-6 for the **FURNISHING AND DELIVERY OF COMPLETE SET OF SPARE INCINERATOR DOME BLOCKS & REFRACTORY BRICKS** to Hankin Environmental Systems, Inc. for a total bid price of \$246,000.00, to be funded out of the Authority's Connection Capital account, specifically 02-400-3000 Incinerator #2 Repair – Parts & Supplies and funds are certified as available; and

**BE IT FURTHER RESOLVED** that The Somerset Raritan Valley Sewerage Authority Board of Commissioners further authorizes, directs and empowers the Executive Director to enter into and execute the necessary contracts and documents.

INTRODUCED BY: MICHAEL IMPELLIZERI  
SECONDED BY: ROBERT ALBANO

Roll Call Vote:

Robert Albano	Yes	Edward Machala	Yes
Pamela Borek	Absent	Richard Mathews	Yes
Nicolas Carra	Yes	Michael Pappas	Yes
Gary DiNardo	Absent	Philip Petrone	Yes
Vincent Dominach	Yes	Reinhard Pratt	Yes
Louis Esposito, Jr	Yes	Frank Scarantino	Yes
Michael Impellizeri	Yes	Joseph Lifrieri	Yes

**CERTIFICATION**

I, RONALD S. ANASTASIO, Executive Director and Certifying Agent of The Somerset Raritan Valley Sewerage Authority, HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted at a Regular Meeting of the Authority held on the 28<sup>th</sup> day of August 2023, as the same appears on record in the Minute Book of The Authority.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the Seal of The Authority this 29<sup>th</sup> day of August 2023.



---

Ronald S. Anastasio, P.E.  
Executive Director

RSA/lmh



The  
Somerset Raritan Valley  
Sewerage Authority

TO: BOARD OF COMMISSIONERS

FROM: RONALD S. ANASTASIO, P.E.  
EXECUTIVE DIRECTOR

DATE: AUGUST 23, 2023

RE: CONTRACT AWARD FOR RESOLUTION AWARDED CONTRACT A-23-6 FOR THE FURNISHING AND DELIVERY OF COMPLETE SET OF SPARE INCINERATOR DOME BLOCKS & REFRACTORY BRICKS

In 2010, the Authority had to replace the refractory dome in the R2 Incinerator, which was due to what was called a “heat excursion”, where due to an equipment malfunction the incinerator ran too hot which caused the refractory dome to crack. At that time, the Authority had a spare set of dome blocks that expedited the repair of the dome. The original spare set of blocks were originally purchased as part of the construction of the R2 facility. It has been the Authority’s intention over the last several years to budget for and purchase a spare set of refractory dome blocks to hold in reserve in the event of damage to the existing R2 refractory dome. The refractory dome is the heart of the R2 incinerator, and the incinerator cannot function without its refractory dome.

The Authority staff had estimated the cost of replacement dome blocks and associated wall refractory bricks to be approximately \$250,000 and included this purchase in the capital budget. Putting this purchase in perspective, these dome blocks cost roughly the same as one (1) month of hauling sludge offsite for disposal, yet once ordered they will take approximately one (1) year to manufacture and deliver. So, it is prudent for the Authority to have these spare blocks in stock for the time when the refractory dome needs to be replaced, since purchasing them at the time they are needed would result in an additional 12-months’ worth of offsite sludge disposal, which could cost several million dollars.

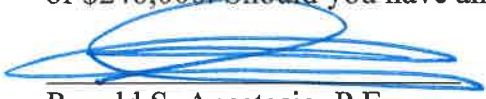
On July 17<sup>th</sup>, 2023 we publicly advertised for bids for this purchase. Only one prospective bidder picked up specification sets, and on August 15<sup>th</sup>, one bid was submitted:

Hankin Environmental Systems, Inc.:	\$246,000.00
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The contractor, Hankin Environmental Systems, Inc. has a long history with SRVSA, going back to the construction of the R2 Incinerator where they were the contractor. Hankin also was

the equipment procurement contractor for the Mercury Emission Control System project, and they have provided reliable service to the Authority.

I recommend the award of this contract to Hankin Environmental Systems, Inc. in the amount of \$246,000. Should you have any questions, please do not hesitate to contact me.



Ronald S. Anastasio, P.E.  
Executive Director



**RESOLUTION AFFIRMING THE DECLARATION OF AN EMERGENCY AND  
AWARD OF EMERGENCY CONTRACT FOR THE REPAIRS TO THE R2  
INCINERATOR VESSEL ROOF STRUCTURE**

**WHEREAS**, on Monday, August 14<sup>th</sup>, the Authority staff had determined that the existing steel plating that makes up the roof structure of the R2 Incinerator vessel had corroded internally to the point that this steel has ruptured due to corrosion, and in order to place the incinerator back into operation, the incinerator vessel roof plating is in need of replacement, which would require emergency repair to restore its operation as expeditiously as possible; and

**WHEREAS**, the Authority staff determined the extent of repairs necessary to restore the R2 Incinerator back to operation, as more particularly described in the attached memo and an actual imminent emergency exists affecting the public health, safety and welfare and requires the immediate delivery of the delivery of materials and performance of the work; and

**WHEREAS**, the failure of the R2 Incinerator steel roof plating and need for the delivery of materials and performance of the work to restore the R2 Incinerator vessel roof plating could not have been reasonably foreseen; and

**WHEREAS**, the total cost for this repair is expected to exceed the bid threshold of \$44,000 for the Authority's purchasing agent, and there is no time for the preparation and receipt of bids because it is essential to protect human health and the environment to perform these repairs and restore the operation of the R2 Incinerator as quickly as possible; and

**WHEREAS**, pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-6, a contract may be awarded without public advertising for bids and bidding when an emergency affecting the public health, safety or welfare requires the immediate performance of the services, the Authority's staff recommends that the Board affirm the decision to award an emergency contract to perform the necessary repairs as an Emergency; and

**WHEREAS**, while a formal cost estimate has not been prepared, the Authority staff expects that the cost of the work, including materials could range from approximately \$40,000 to \$60,000, and the Authority staff expects to have the work initiated by a contractor authorized to perform public work in the State of New Jersey after issuing a purchase order for the emergency work; and

**WHEREAS**, it is anticipated that a subsequent Resolution will be presented for consideration by the Board to reaffirm the award of the emergency contract with the final cost for this work at the September 25<sup>th</sup> regular Board Meeting; and

**Res. No. 23-0828-6**

**WHEREAS**, the Chief Financial Officer of The Somerset Raritan Valley Sewerage Authority has certified in writing the emergency availability of funds for the purposes set forth in this Resolution, to be funded out of the Authority's FY2023 Operating Budget Maintenance Major Equipment Repair –Incinerator Account, specifically – (01-400-6482).

**NOW, THEREFORE, BE IT RESOLVED** by The Somerset Raritan Valley Sewerage Authority, as follows:

1. The Authority affirms the award an emergency contract pursuant to N.J.S.A. 40A:11-6 to a contractor authorized to perform public work in the State of New Jersey to make all specified repairs to the R2 Incinerator system, as determined by the Authority staff, as soon as possible to restore the condition where the Authority has the ability to perform sludge processing onsite, and authorizes the Executive Director to proceed with this project, based on the estimated repair cost ranging from approximately \$40,000 to \$60,000, to be funded out the Authority's FY2023 Operating Budget (specifically, Maintenance, Major Equipment Repair –Incinerator Account 01-400-6482), with the final costs to be affirmed by future resolution, to be funded out of the Authority's Major Equipment Repair -Incinerator account, specifically line item appropriation 01-400-6482.
2. The Authority's Executive Director, staff and consultants shall take all actions necessary to effectuate the terms of this Resolution.
3. This Resolution shall take effect immediately.

INTRODUCED BY: MICHAEL IMPELLIZERI  
SECONDED BY: ROBERT ALBANO

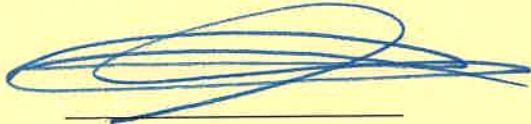
Roll Call Vote:

Robert Albano	Yes	Edward Machala	Yes
Pamela Borek	Absent	Richard Mathews	Yes
Nicolas Carra	Yes	Michael Pappas	Yes
Gary DiNardo	Absent	Philip Petrone	Yes
Vincent Dominach	Yes	Reinhard Pratt	Yes
Louis Esposito, Jr	Yes	Frank Scarantino	Yes
Michael Impellizeri	Yes	Joseph Lifrieri	Yes

**CERTIFICATION**

I, RONALD S. ANASTASIO, Executive Director and Certifying Agent of The Somerset Raritan Valley Sewerage Authority, **HEREBY CERTIFY** that the foregoing is a true copy of a Resolution adopted at a Regular Meeting of the Authority held on the 28<sup>th</sup> day of August 2023, as the same appears on record in the Minute Book of the Authority.

**IN WITNESS WHEREOF** I have hereunto set my hand and affixed the Seal of the Authority this 29<sup>th</sup> day of August 2023.



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Ronald S. Anastasio, P.E.  
Executive Director  
RSA/lmh



The  
Somerset Raritan Valley  
Sewerage Authority

**FROM:** RONALD S. ANASTASIO, P.E.  
EXECUTIVE DIRECTOR

**TO:** BOARD OF COMMISSIONERS

**DATE:** AUGUST 21, 2023

**RE:** EMERGENCY REPAIRS TO THE R2 INCINERATOR VESSEL ROOF

In late July, we shut down the R2 Incinerator to perform a thorough cleaning and mechanical repairs on the interior of the Authority's existing Blended Sludge Tank (or simply "Blend Tank" as it is known), and to perform an annual inspection of the entire incinerator system components. This incinerator outage lasted about two weeks, where we backed up sludge for the time during the blend tank cleaning, and hauled liquid and cake sludge offsite for disposal. By Monday, August 14<sup>th</sup>, the incinerator was placed back into operation to burn sludge. However, it was at this time that the Authority staff discovered a breach in the incinerator vessel roof skin, which spewed incinerator ash out into the building interior. Upon further inspection by the Authority staff, it was determined that the majority of the roof skin, which is comprised of structural steel plating, appeared to become thin due to corrosion over time. This was not expected since it was just two years ago that a structural repair was made to the incinerator where the roof skin structure had ruptured away from the cylindrical wall of the unit. This was able to be repaired by welding right angle steel sections to strengthen the joint between the incinerator wall and the roof structural plating. At that time, both the Authority's Thermal Engineer and the Authority staff had inspected the roof structure and it did not appear to be in need of repair.

The Authority staff are in the process of obtaining quotes for the labor and materials necessary to repair the incinerator by welding new roof steel on top of the existing steel, and injecting castable insulation mortar to fill any voids.

These failures and issues were unforeseen, as there were no indications in the operational data that would suggest these failures were imminent. Given the importance of having a fully functional incinerator for the on-site processing and disposal of sludge, it is critical that these repairs are performed as quickly as possible, which is essential to protect human health and the environment. Because of this, we do not have time to prepare contract documents and to publicly

bid out this work. The incinerator failure rises to the level of an emergency, which is provided for within the Local Public Contracts Law. We will obtain several competitive prices for this work, based on a common work scope.

While we have not prepared a formal cost estimate for this work, we expect this work could cost within a range of approximately \$40,000 to \$60,000. We expect this work will take around 8 to 10 working days to complete, depending on the availability of materials.

I recommend that the Board of Commissioners adopt a resolution affirming the decision to declare an emergency for this work to be performed under the Local Public Contracts Law. We expect to have received all price quotes within the next couple of weeks and to initiate this work by issuing a purchase order. Once the final costs have been determined, we will put another resolution for consideration on the agenda of the September 25<sup>th</sup> regular board meeting reaffirming the declaration of emergency with the final cost for this work.

Should you have any questions, please do not hesitate to contact me.



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Ronald S. Anastasio, P.E.  
Executive Director

**RESOLUTION AUTHORIZING EXECUTION OF THE MASTER CUSTOMER AGREEMENT BY AND BETWEEN THE SOMERSET RARITAN VALLEY SEWERAGE AUTHORITY AND PSE&G FOR PERFORMANCE OF AN ENERGY AUDIT AND POTENTIAL INSTALLATION OF ENERGY EFFICIENT MEASURES**

**WHEREAS**, pursuant to the Commercial and Industrial Engineered Solutions Sub-Program of the New Jersey Board of Public Utilities (“BPU”) approved Clean Energy Future – Energy Efficiency Program, the Somerset Raritan Valley Sewerage Authority (the “Authority”) submitted an application to Public Service Electric and Gas Company (“PSE&G”) dated September 2, 2022 to be considered for an energy audit by PSE&G at no cost to SRVSA followed by the potential design and installation of energy efficient measures, with funding advanced by PSE&G upon completion of certain conditions for approved construction and engineering costs having a five year repayment term; and

**WHEREAS**, PSE&G has reviewed SRVSA’s application and desires to enter into a Master Customer Agreement with the Authority that details the free energy audit at SRVSA’s facility and if the SRVSA thereafter desires to proceed with PSE&G designing and preparing bid-ready documents, in consultation with SRVSA and its consultants, for the SRVSA to procure the construction contractor for the installation of energy efficient measures, PSE&G’s financial commitment to advance funds to SRVSA in three stages for the installation and engineering costs of the energy efficiency measures when certain conditions are satisfied, consisting of 30% of the costs upon execution of the construction contract (Stage 1) 50% in a series of progress payments commencing with the installation process (Stage 2) and the final 20% upon final completion (Stage 3), followed by SRVSA’s repayment to PSE&G of its share of the engineering and energy efficiency measure costs by means of a charge to SRVSA’s monthly utility bill over a period of five years; and

**WHEREAS**, the energy audit at no cost to SRVSA is the primary mechanism for PSE&G to identify energy efficient measures such as lighting, HVAC, motor control and other measures that are appropriate and cost effective that meet the requirements of the aforementioned program; and

**WHEREAS**, upon the completion of the energy audit, if the SRVSA desires to proceed, a separate Resolution will be required to authorize the execution of the Limited Notice to Proceed in the form attached as Exhibit 1 to the Master Customer Agreement so that PSE&G can prepare bid-ready construction documents, in consultation with SRVSA and its consultants, for SRVSA to utilize in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

**Res. No. 23-0828-7**

**WHEREAS**, in the event a construction contract has been awarded to the lowest responsible bidder (subject to PSE&G review and approval of the approved project costs) a separate Resolution of the Board will be necessary in order to approve the Customer Repayment Agreement, the form of which is attached as Exhibit 2 to the Master Customer Agreement for PSE&G to fund the approved project costs; and

**WHEREAS**, the Authority and PSE&G have negotiated the Master Customer Agreement in the form attached hereto.

**NOW, THEREFORE, BE IT RESOLVED** by The Somerset Raritan Valley Sewerage Authority Board of Commissioners as follows:

- (1) The Executive Director is authorized to execute the PSE&G Clean Energy Future – Energy Efficiency Program C&I Engineered Solution Sub-Program Master Customer Agreement in the form attached hereto and provide an executed original to PSE&G for its execution, provided that Paragraph 2 of the Master Customer Agreement shall read ninety (90) days instead of thirty (30) days.
- (2) The Executive Director, staff and consultants are authorized to take all appropriate actions to effectuate this Resolution.
- (3) This Resolution shall take effect immediately.

INTRODUCED BY: RICHARD MATHEWS  
SECONDED BY: ROBERT ALBANO

**Roll Call Vote:**

Robert Albano	Yes	Edward Machala	Absent*
Pamela Borek	Absent	Richard Mathews	Yes
Nicolas Carra	Yes	Michael Pappas	Yes
Gary DiNardo	Absent	Philip Petrone	Yes
Vincent Dominach	Yes	Reinhard Pratt	Yes
Louis Esposito, Jr	Yes	Frank Scarantino	Yes
Michael Impellizeri	Yes	Joseph Lifrieri	Yes


\*Mr. Machala was temporarily disconnected from Teams

**Res. No. 23-0828-7**

**CERTIFICATION**

I, Ronald S. Anastasio, Executive Director and Certifying Agent of The Somerset Raritan Valley Sewerage Authority, HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted at a Meeting of the Authority held on the 28th day of August 2023, as the same appears on record in the Minute Book of The Authority.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the Seal of The Authority this 29<sup>th</sup> day of August 2023.



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Ronald S. Anastasio, P.E.  
Executive Director





The  
Somerset Raritan Valley  
Sewerage Authority

TO: BOARD OF COMMISSIONERS

FROM: RONALD S. ANASTASIO, P.E.  
EXECUTIVE DIRECTOR

DATE: AUGUST 21, 2023

RE: PARTICIPATION IN THE PSE&G CLEAN ENERGY FUTURE – ENERGY  
EFFICIENCY PROGRAM (CEF-EEP)

The New Jersey Board of Public Utilities has approved PSE&G to administer its Clean Energy Future – Energy Efficiency Program (CEE-EEP), where they will conduct an energy audit of a facility that is free of charge to the owner, and based on the results of that audit will compile a list of possible energy efficiency projects that the owner may choose to do. The Authority staff have been in discussions with PSE&G representatives for over a year exploring the benefits and obligations of this program and have been working out the details of a Master Customer Agreement for our participation in this program.

To summarize, once this agreement is signed, PSE&G will conduct an energy analysis of the Authority's main plant facility at 50 Polhemus Lane (at no cost to the Authority), and based on that audit will identify opportunities, called Energy Efficiency Measures (EEMs) in the agreement. At that point, if the Authority decides to move forward with any or all of the EEMs, by resolution the Board would authorize PSE&G to proceed to the engineering phase, where contract documents (engineering drawings and specifications) would be prepared along with an estimate of construction cost. However, by that point PSE&G would have incurred engineering costs, and if the Authority chose not to move forward with any EEMs, then under this agreement the Authority would be required to reimburse PSE&G for 100% of the engineering costs incurred. Should the Authority choose to go forward with the EEMs, it is only after this point that PSE&G determines, at its sole discretion, what EEMs it will fund and to what extent.

Since the energy audit phase is at no cost or obligation, I recommend approval of the resolution to execute this agreement, and we move forward with the energy audit. Once the audit report has been received, we can then have a deeper discussion as to whether the Authority is interested in any or all of the potential EEMs yet to be identified. Verbally, we were told by a PSE&G representative that typically PSE&G's share is running at around 30%, and the owner would bear the remaining portion. We believe that the replacement of the Authority's existing aeration basin blowers would be at the top of the list of EEMs. Regardless of whether we go forward with PSE&G on any EEM project, replacement of these aeration blowers is in the Authority's near future, where

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Board of Commissioners

August 21, 2023

Page 2

we envision the blower replacement being part of a future capital project.

I recommend approval of this resolution. Should you have any questions, please do not hesitate to contact me.



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Ronald S. Anastasio, P.E.

Executive Director

Attachments

RSA



## **Clean Energy Future – Energy Efficiency Program C&I Engineered Solutions Sub-Program**

### **Master Customer Agreement**

As part of its New Jersey Board of Public Utilities (“NJBP”) approved Clean Energy Future - Energy Efficiency Program (“CEF-EE”), Public Service Electric and Gas Company (“PSE&G”) is offering the Commercial and Industrial Engineered Solutions Sub-Program (the “Program”). PSE&G has performed a review of the Application dated September 2, 2022 which was submitted under the Program for the facilities located at 50 Polhemus Lane, Bridgewater Township, NJ 08807 (the “Facility”) by Somerset Raritan Valley Sewerage Authority on behalf of itself, its principal, parent, affiliates, subsidiaries and/or the PSE&G customer of record (the “Customer”). PSE&G has additionally performed a review of the PSE&G utility account associated with the Facility. Participation in the Program is contingent upon an acceptable PSE&G utility bill payment record.

PSE&G will perform an energy audit (the “Audit”) of the Facility at no cost to Customer to determine if Customer may benefit from participating in the Program. The Audit is the primary mechanism to identify energy efficiency investment opportunities to systems such as lighting, HVAC, building envelope, motor and others that are appropriate and cost effective (collectively, “Energy Efficiency Measures” or “EEMs”) that meet the Program requirements. Customer acknowledges and agrees that it is entering into this Master Customer Agreement (“Agreement”) in order to set forth an agreement regarding performance of the Audit and the installation of the EEMs at Customer’s Facility. The Program has limited funding, and this Agreement does not guaranty available funding for this Program or the Project (as defined below).

EEMs that are recommended by the Audit and that meet all Program requirements (*e.g.*, all EEMs with a simple payback less than or equal to its expected measured life, consistent with the NJBP’s Clean Energy Program protocols and generally accepted engineering practices) may be considered under this Program.

1. During the course of conducting the Audit, PSE&G and its engineering contractors will perform an on-site detailed inspection of the Facility to assess the current and historical pattern of energy usage (“Baseline”) against which energy savings to be obtained from the implementation of the EEMs shall be measured. Customer acknowledges and agrees that it will provide for PSE&G’s review and analysis all documentation and data including, without limitation, utility bills and historic operating equipment data reasonably requested by PSE&G to evaluate Customer’s current operations and the cost effectiveness of the implementation of various energy efficiency strategies. Any withholding or misrepresentation of such documentation and data may result in an inaccurate Baseline and jeopardize the Project (as defined below), funding and/or Customer’s participation in the Program. PSE&G’s evaluation activities will include, without limitation, a detailed visual inspection of the Facility and operating systems and such other activities or measurements as PSE&G determines in its sole discretion to be needed to establish a

Baseline for the Facility.

2. PSE&G will review and submit a copy of the Audit report to Customer identifying those EEMs that PSE&G has preliminarily determined, based on the Audit recommendations, to be eligible under the Program for installation at Customer's Facility. PSE&G and Customer will meet to review the Audit and agree upon any proposed EEMs (the "Project"). Thereafter, if the Customer wishes to proceed with the Project, it will complete the Limited Notice to Proceed form attached hereto as Exhibit I. Customer's execution of the completed Limited Notice to Proceed Letter will be subject only to approval by Resolution of the Customers Board, which shall not be unreasonably withheld or delayed. Customer represents that it will submit the Limited Notice to Proceed Letter for approval by its Board within thirty (30) days of the date that PSE&G and Customer agree on the Project. Customer is responsible for obtaining any other approvals or resolutions permitting it to proceed with the Project. PSE&G's engineering vendor may provide technical assistance in the form of an engineering analysis to determine the EEMs eligible under the Program. PSE&G's engineering vendor will also develop the engineering and design drawings and specification documents (*i.e.*, bid-ready construction documents) required to develop a description of the work to be performed so that it can be utilized by the Customer to obtain price quotations for implementation of the agreed upon EEMs. If Customer chooses to proceed with Program participation after the Engineering Phase of the Program has been completed, Customer will then proceed with the solicitation of contractor bid phase of the Program. If Customer does not obtain timely approval of its Board to proceed or if Customer chooses *not* to proceed with Program participation after the Engineering Phase of the Program has begun or has been completed for a Project that meets all Program requirements, Customer will be responsible to reimburse PSE&G 100% of all costs associated with that work and those costs will become due and payable to PSE&G within 45 days.

3. If Customer has chosen to proceed with the Program, Customer will submit to PSE&G the contractor proposal(s) (the "Proposal") for construction of the Project, which specifies the EEMs that Customer proposes to install and the proposed costs to be incurred for the installation thereof. PSE&G will evaluate the Proposal in accordance with Program requirements and will approve the cost estimates and the annual energy savings at its sole discretion. PSE&G, at its sole discretion, will determine which EEMs it will fund through this Program. The Program will consider all relevant Project costs including the cost of the EEMs (including construction management, if any), and Project engineering (collectively, the "Total Project Costs"). Note that, while the cost of the Audit shall be included in all Project analysis and reporting, it is not included in calculating the Total Project Cost. However, in determining the amount to be funded to Customer and the amount to be repaid by Customer, PSE&G will review the cost of (i) the installation of EEMs including construction management, if any (the "EEM Costs"), and (ii) Project engineering (the "Engineering Costs"). Upon review and approval by PSE&G, the EEM Costs and the Engineering Costs will be collectively referred to as the "Approved Project Costs." Note that PSE&G pays its third-party engineering vendors directly for the Engineering Costs.

4. Upon satisfaction of paragraphs 1, 2, 3 above, Customer represents that it will properly and timely manage the installation of the EEMs. The construction documents will specify the scope of work and Customer will provide on-site coordination and management responsibility for addressing safety issues and oversee other day-to-day activities. The cost for site coordination and management by a third party, if any, may be included in the Total Project Costs used to determine Customer's repayment amount.

5. Once PSE&G has approved the Project, PSE&G and Customer will agree to funding the installation costs of the EEMs, by executing an agreement that is substantially in the form of the Customer Repayment

Agreement, the form of which is attached hereto as Exhibit II. Customer's execution of the completed Customer Repayment Agreement will be subject only to approval by Resolution of the Customers Board, which approval shall not be unreasonably withheld or delayed. Customer represents that it will promptly submit the executed Customer Repayment Agreement to its Board for approval.. Customer shall have twenty (20) days from approval of the Project to review, execute, obtain Board approval and return the Customer Repayment Agreement to PSE&G. Failure of Customer to timely return the executed Customer Repayment Agreement may result in Customer's Project being moved to the end of PSE&G's review queue and as a result of the number of Program applicants and limited Program funding available, Customer might not receive funding for its Project.

6. PSE&G's Financial Commitment: All funding will be provided in accordance with the terms and conditions of this Agreement. PSE&G will advance funds pursuant to and in accordance with Paragraph 11 but in no event in excess of one hundred percent (100%) of the Approved Project Costs. PSE&G's permanent financial incentive (the "PSE&G Permanent Financial Incentive") shall equal the amount which is required to reduce Customer's payback period for the Project by buying down the payback period by not more than six (6) years, to a period of not less than three (3) years, while also meeting Program requirements including cost effectiveness. All Approved Project Costs in excess of the PSE&G Permanent Financial Incentive (the "Customer's Share") shall be recaptured by PSE&G from Customer interest-free following completion of the Project over a five (5) year period (ten (10) years for multi-family facilities financed by the New Jersey Housing and Mortgage Finance Agency ("NJHMFA")) (the "Recovery Period") by means of a charge to Customer's monthly utility bill, in an amount sufficient to fully amortize repayment of the principal amount of Customer's Share over the Recovery Period. If Customer ceases to be a PSE&G customer for the purpose of distribution of electricity (but not for the purpose of generation of electricity) prior to the expiration of the Recovery Period, Customer shall immediately pay the unpaid balance of the Approved Project Costs to PSE&G. Customer shall construct and own the Project, however, Customer acknowledges and agrees that PSE&G shall own the rights to all energy savings and to retain the right to bid all energy efficiency attributes derived as a result of the Program into the PJM Capacity Market or any other markets that monetize the value of the energy savings attributable to EEMs.

7. Customer shall notify PSE&G when Customer has signed a construction contract with Customer's prime contractor(s) (the "Construction Contract") and shall provide a copy of each such signed Construction Contract to PSE&G. Subject to the paragraphs above in this Agreement, Customer shall enter into the Construction Contract with a prime contractor or issue purchase orders ("POs") for the requisite labor, materials and/or services, within sixty (60) days of receipt of acceptable bids, provided that the pricing and energy savings for same continue to meet the Program requirements. Customer shall deliver or cause to be delivered in a timely manner copies of all approved applications and certificates for payment (*i.e.*, invoices) submitted by Customer's contractor, as well as labor records (*i.e.*, hours worked, type of trades and union locals). Customer shall also submit upon request, in a timely manner, accounting of all payments made to the contractor or material supplier.

8. Energy Efficiency Jobs.

A. PSE&G is committed to creating Energy Efficiency Jobs ("EE Jobs") through the implementation of its Clean Energy Future - Energy Efficiency Program in the State of New Jersey. Customer shall use best efforts to create EE Jobs during the course of the Project and shall use its best efforts to cause its prime contractor(s) to do the same. Subject to and to the extent permitted by applicable law, including the New Jersey Local Public Contracts Law, Customer shall use best efforts to

hire only New Jersey residents, with particular attention to hiring residents from underserved urban communities within New Jersey and shall use its best efforts to cause its prime contractor(s) and their subcontractors to do the same.

On a monthly basis, for any new hire that is not sourced from the local union for temporary employment, Customer shall report the following:

- i. Full name;
- ii. Date of hire; and
- iii. City/town, zip code and state of residence.

On a monthly basis, Customer shall report the following for each worker:

- i. Full name;
- ii. The number of hours worked each month;
- iii. A description of their trade and local; and
- iv. City/town, zip code and state of residence.

B. PSE&G is committed to assist Customer in its hiring efforts related to this Project. Customer shall participate in PSE&G's pre-screening and pre-job placement process ("Clean Energy Jobs Program") for filling new EE Jobs. Customer shall use its best efforts to cause its prime contractor(s) to participate in the Clean Energy Jobs Program for filling new EE Jobs by stating that is a goal, but not a requirement, in the construction contract. Subject to and to the extent permitted by applicable law, including the New Jersey Local Public Contracts Law, the Customer shall, among other things, provide PSE&G with a summary of the skills needed for each new EE Job, review the resumes and other documentation of all candidates presented through the Clean Energy Jobs Program. Customer shall recommend prime contractors that participate in the Clean Energy Jobs Program to do the same by stating that is a goal, but not a requirement, in the construction contract. A description of the Clean Energy Jobs Program is attached as Exhibit III.

For each candidate hired directly from the Clean Energy Jobs Program that works full-time on the Project for at least six (6) months, Customer will be eligible for a Two Thousand, Five Hundred and 00/100 Dollars (\$2,500.00) incentive from PSE&G ("Jobs Incentive"). Customer may elect to instruct PSE&G to pay the Jobs Incentive directly to the prime contractor(s) if the candidate was hired as a result of the prime contractor(s) participation in the Clean Energy Jobs Program. The Jobs Incentive is not taken into account in calculating the Approved Project Costs. Customer will request the Jobs Incentive payment from PSE&G, which shall include documentation that shows the candidate was hired through the Clean Energy Jobs Program and has met the six (6) month work requirement. Total Job Incentives for Customer and its prime contractor(s) combined will be limited to one half of one percent (0.5%) of the Approved Project Costs. All Job Incentive payment requests must be submitted to the Company prior to Final Payment. Company will review and approve the Job Incentive request on a first-come, first-served basis.

#### 9. Diversity Initiative.

PSE&G is committed to increasing the number of minority, women, veteran and service disabled veteran owned businesses ("MWVBEs"), as well as LGBTQ+ owned businesses (collectively, "Diverse Businesses") that perform work and to increase the total amount of spend with such businesses. Subject to

and to the extent permitted by applicable law, including the New Jersey Local Public Contracts Law, Customer shall make best efforts to contract, either directly with its prime contractor(s) or through subcontracts of the prime contractor(s), no less than thirty percent (30%) of construction costs, including all labor, materials, overhead and profit, to qualified Diverse Businesses. On a monthly basis, Customer shall submit to PSE&G a report that includes the name and address of each Diverse Business utilized by it or its prime contractor(s), a general description of the services provided by each such Diverse Business, the category of each Diverse Business (*e.g.*, minority-owned business), the total amount of spend with each Diverse Business during the performance of the work, and the certification credentials of each Diverse Business.

10. New Jersey Based Company. (PSE&G needs authority to eliminate)

PSE&G prefers that the prime contractor(s) is a New Jersey Based Company, means that: (i) the prime contractor(s) maintains an office or fixed facility in underserved urban communities within New Jersey from which the management and operational activities relating to the Project will be conducted and which will function as the principal work location for its employees performing work, and (ii) the full-time dedicated personnel performing the work are New Jersey residents, meaning that such full-time dedicated employees maintain a permanent residence within the State of New Jersey provided, however, that in connection with its obligations hereunder, Customer shall not be required to take any action in violation of applicable law, including, but not limited to, the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.. PSE&G prefers that subcontractors to the prime contractor(s) will be New Jersey Based Companies within the meaning described above, except that subcontractors that are Small Businesses as defined by the U.S. Small Business Administration will not be required to have an office or fixed facility in New Jersey and provided, however, that in connection with its obligations hereunder, Customer shall not be required to take any action in violation of applicable law, including, but not limited to the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq . At the end of the Project, Customer shall report to PSE&G the following: (i) the total amount of spend with its prime contractor(s) and all subcontractors to complete the work, and (ii) the percentage of the total amount of spend with its New Jersey based prime contractor(s) and all subcontractors relative to the Total Project Costs. The definition of a small business can be found at: [https://www.sba.gov/sites/default/files/files/Size\\_Standards\\_Table.pdf](https://www.sba.gov/sites/default/files/files/Size_Standards_Table.pdf)

11. Progress Payments: PSE&G shall fund the EEM costs in three stages of progress during the course of the Project. Customer acknowledges and agrees that only those EEMs that have been approved by PSE&G shall be eligible for funding under this Program and that no work has commenced, nor materials purchased, with regard to those EEMs, prior to the execution of the Customer Repayment Agreement.

A. The three stages of the Program progress payments are:

1. Stage One - Execution of Contract Payment: PSE&G will pay to Customer the Stage One – Execution of Contract Payment equal to 30% of the EEM Costs when all of the following conditions have been satisfied: (a) Customer has committed to install all of the agreed-upon EEMs by delivering to PSE&G: (i) executed Construction Contracts with the prime contractors or issuance of POs for the purchase of labor, materials and/or services; (ii) confirmation that (x) 100% of the Project has acceptable bids and no less than 75% have been contracted for by firm, fixed price contracts or (y) a guaranteed maximum price contract has been issued by the contractors covering the installation of the EEMs; (iii) a construction schedule with a start date has been submitted; and (iv) all required permits have been identified; (b) Customer and PSE&G have executed the Customer Repayment Agreement; (c) PSE&G has reviewed the Customer's Construction

Contract and/or POs along with any such other documentation necessary or useful in its review; and (d) approval at PSE&G's sole discretion that the EEMs to be installed conform to and are consistent with the EEMs identified as the Approved Project Costs.

2. **Stage Two – Progress Payments:** As the Project proceeds and as Customer requests additional funding, supported by contractor invoices, engineering inspections and periodic PSE&G site inspections, and PSE&G is satisfied in its sole discretion that installation of the EEMs is satisfactorily progressing or complete, PSE&G shall pay to Customer the Stage Two - Progress Payments equal to 50% of the EEM Costs, which may be in a single payment or in a series of payments. Prior to PSE&G releasing payments to Customer, which in the aggregate exceed one-half (1/2) of the EEM Costs committed to in the Customer Repayment Agreement including the Stage One and Stage Two payments, Customer shall deliver to PSE&G such documents, contracts, purchase orders and the like verifying that 100% of the Project, including all EEMs, and construction management, if any, has been secured by Customer through fixed price contracts through the completion of the Project. Customer shall deliver any and all required documents that PSE&G may need, at its sole discretion, in order to be eligible to receive the Stage Two - Progress Payments. Documentation may include construction progress, purchase and delivery receipts of major equipment, approved contractor requisitions for payment, inspection reports or such other evidence relevant to the Project and requested funding.

3. **Stage Three - Final Payment:** PSE&G shall make the Stage Three - Final Payment when the Project has achieved Final Completion (as defined below). The Stage Three – Final Payment shall be equal to approximately 20% of the EEM Costs, subject to adjustment in the Cost True-Up (as defined below). For purposes herein, Final Completion means that (i) all punch list items related to the energy efficiency project have been completed, (ii) all commissioning has been successfully completed, (iii) Customer shall have use of the EEMs for the purposes for which they were installed (collectively, “Beneficial Use”) and (iv) Customer has approved the final invoice(s) reflecting that the energy efficiency Project is one hundred percent (100%) complete (as evidenced by the punch list being complete, Customer and its contractor(s) agreeing that the net amount of the contract and the total completed to date including retainage are equal to each other). After Customer notifies PSE&G that the Project has achieved Final Completion, PSE&G will perform a final inspection on all work performed (the “Final Inspection”). If the Project passes the Final Inspection, the amount of the Approved Project Costs will be “trued-up” based on actual costs incurred (the “Cost True-Up”). If the actual EEM Costs are less than the approved EEM Costs, the Stage Three - Final Payment will be adjusted down to reflect the actual costs set forth in the Cost True-Up. If the actual EEM Costs are equal to or greater than the approved EEM Costs, the Stage Three - Final Payment **will not** be adjusted and will be paid according to the EEM Costs set forth in the Customer Repayment Agreement. After the Cost True-Up has been completed, PSE&G will pay to Customer the Stage Three - Final Payment as determined above within thirty (30) days’ receipt by PSE&G of all final engineering reports and Project close-out documents. Project close-out documents shall include but not be limited to (a) Record of Completion (the form of which is attached hereto as Exhibit IV), which shall include the Cost True-Up, and (b) final engineering reports including Certification of Completion, Commissioning Report, the Final Inspection Report, and Supplement #2 which the engineer delivers to PSE&G. In addition, the Stage Three - Final Payment shall also be conditioned upon the delivery to PSE&G of all items set forth on the closing checklist, including but not limited to construction documents, EEM data from the project engineer for reporting purposes, all contracts with prime contractors as well as and to the extent applicable certificates of final inspection and acceptance or approval and the like issued by the applicable governmental code inspector(s).

The parties acknowledge and agree that PSE&G shall not under any circumstances be required to make an



aggregate payment in excess of the Approved Project Costs. The Cost True-Up includes, but is not limited to, the review of all Project expenses, invoices, contracts, agreements, receipts of inventory and such documents or other information necessary for proper financial management, consistently applied or as deemed necessary by PSE&G in its sole discretion to identify, calculate and audit all actual Project expenditures. Maintaining proper records shall not relieve Customer of its responsibility to properly document all invoices submitted to PSE&G in connection with the Cost True-Up. All equipment or materials, payroll documents, records and time sheet data used to prepare invoices shall be maintained in an electronic native file format. All Project close-out documents shall be provided to PSE&G within thirty (30) days of the Final Inspection. Following receipt of these various close-out documents by PSE&G, the Project is considered complete and Customer repayments will begin within thirty (30) days thereof. Customer's failure to provide all required documents within thirty (30) days will result in the withholding of the final payment to Customer, however, billing for the repayment of Customer's Share of the Approved Project Costs will begin within thirty (30) days of the earlier to occur of (x) the Project Completion Date (as defined in the Customer Repayment Agreement) or (y) the Final Inspection.

B. Customer Guaranty of Final Completion Date: Customer warrants and guarantees to PSE&G, and Customer shall require its contractors to guaranty (the "Contractor Guaranty"), that the Project shall achieve Final Completion not later than the date set forth in the executed Customer Repayment Agreement ("Final Completion Date"). The Final Completion Date may be revised for a commercially reasonable time due to unforeseen delays beyond the reasonable control of the party requesting the revision. A revision of the Final Completion Date shall require the written consent of PSE&G, which consent shall not be unreasonably withheld or delayed. To secure performance of the Contractor Guaranty for any contract equal to or greater than \$250,000.00, the contractor shall be required by Customer to furnish performance and payment bonds covering the faithful performance of the underlying contract and the payment of all obligations arising thereunder (collectively, the "Bonds"). The surety that issues the Bonds must be listed on the New Jersey List of Approved Sureties as set forth by the New Jersey Department of Banking and Insurance. The form of the Bonds must be in the statutory form required by N.J.S.A. 2A:44-147. If permitted by statute, all performance and payment bonds related to the Project shall recognize PSE&G as a third-party beneficiary for the limited purpose of enforcing the Contractor Guaranty and name PSE&G as additional obligee. In the event that additional cost is incurred in completing the Project, Customer shall remain responsible to pay any cost increase as a result thereof, regardless of any remedies available under the Bonds. In the event that the Customer fails to deliver the completed Project by the Final Completion Date, PSE&G shall deliver written notice thereof to Customer, which notice shall specify a date by which the Project shall be completed and the Stage 3 – Final Payment shall be reduced by ten percent (10%). If Customer thereafter fails to complete the Project to PSE&G's reasonable satisfaction by the date specified in PSE&G's written notice, PSE&G may declare Customer's Share immediately due and payable, and retain the Stage Three – Final Payment that would otherwise have been due to Customer.

12. Customer shall notify PSE&G when installation of the EEMs has commenced. At its discretion, PSE&G may, upon reasonable notice to Customer, inspect the Project site during various intervals. Inspections shall be conducted at a time mutually agreeable to PSE&G and Customer. Customer shall notify PSE&G as installation progresses and additional funding is desired so that PSE&G and/or its representative may observe the progress of installation at that time to determine eligibility for Stage Two - Progress Payments. Customer shall also notify PSE&G when construction of the Project achieves Final Completion so that PSE&G may inspect and approve the Project in conjunction with completing the Cost True-Up for the purpose of establishing Customer's eligibility to receive the Stage Three - Final Payment. PSE&G shall

make a reasonable effort to perform the Final Inspection for the Project within thirty (30) business days after Customer serves notice on PSE&G that the Project is ready for inspection. The Final Inspection shall be performed at a time or times mutually agreeable to PSE&G and Customer. The Final Inspection may be conducted in a single or a series of on-site, detailed inspections of the Project as determined by PSE&G in its discretion, and shall include, without limitation, a visual inspection of all areas and systems associated with the Project. PSE&G, with Customer's assistance, may maintain records of energy usage and inspection results for the purpose of evaluating the effectiveness of the Project, in conjunction with the Program requirements. In the event that after conducting the Final Inspection PSE&G approves the Project installation, PSE&G shall pay the balance of the Stage Three – Final Payment, subject to the Cost True-Up and as set forth in Paragraph 11.A.3 above. In the event that after conducting the Final Inspection, PSE&G does not approve the Project installation, PSE&G shall provide Customer with written notice specifying the reasons for its disapproval. Customer shall have fourteen (14) days to submit a written plan to PSE&G to remedy the deficiencies specified by PSE&G (the "Remedial Plan"). PSE&G shall have fourteen (14) days following receipt of Customer's Remedial Plan to review and approve or disapprove the Remedial Plan. If PSE&G disapproves the Remedial Plan, PSE&G may terminate this Agreement by delivering written notice of its intent to terminate to Customer, and PSE&G shall have no further liability hereunder. PSE&G shall provide Customer with written notice specifying the reasons for its disapproval. Any monies (progress payments, engineering costs, etc.) previously paid shall become due and payable within sixty (60) days to PSE&G. If the Remedial Plan is approved by PSE&G, Customer shall implement and complete the Remedial Plan within six (6) months following approval thereof by PSE&G. If the Remedial Plan is not susceptible of being implemented and completed within six (6) months, Customer shall undertake diligent efforts in good faith within such six (6) month period to implement and complete the Remedial Plan; provided, however, that notwithstanding any provisions contained in this Agreement to the contrary, PSE&G may terminate this Agreement in writing to Customer and have no further liability hereunder if the Remedial Plan is not fully implemented and completed within six (6) months following approval thereof by PSE&G. Any monies (progress payments, engineering costs, etc.) previously paid shall become due and payable within sixty (60) days to PSE&G. The Stage Three - Final Payment shall not be payable by PSE&G unless and until the Project achieves Final Completion.

13. Default:

A. Each of the following events shall constitute an "Event of Default": (i) Customer fails to repay any portion of Customer's Share when due under this Agreement and/or the Customer Repayment Agreement; (ii) Customer fails to observe or perform any covenant or agreement to be observed or performed by Customer hereunder; (iii) the Facility or Customer's interest therein is sold or transferred in violation of Paragraph 14; (iv) Customer or any guarantor of this Agreement ceases doing business as a going concern or makes an assignment for the benefit of creditors; (v) Customer or any guarantor hereunder commences or has commenced against it any insolvency or bankruptcy proceeding or has its affairs placed in the hands of a receiver, trustee, or assignee for the benefit of creditors; (vi) any financial or credit information submitted by or on behalf of Customer shall prove to have been false or misleading in any material respect when submitted; (vii) any representation or warranty made by or on behalf of Customer shall prove to have been false or misleading in any material respect when made; (viii) a default shall occur under any other obligation Customer owes to PSE&G; (ix) any indebtedness Customer may now or hereafter owe to PSE&G shall be accelerated or, if any such indebtedness is payable on demand, payment thereof shall be demanded; or (x) Customer shall assign or attempts to assign, including an assignment or attempt to assign for collateral purposes, this Agreement or any right or obligation hereunder in violation of Paragraph 32.

B. Upon written notice of an Event of Default from PSE&G to Customer, Customer shall have thirty (30) days from the date of such notification, or such other additional period of time PSE&G may approve, in which to cure such default to PSE&G's reasonable satisfaction. Should Customer fail to cure such default, PSE&G may at any time thereafter, upon notice to Customer, terminate this Agreement, declare Customer's Share immediately due and payable, and (i) if Customer has Beneficial Use of the EEMs, retain the Stage Three – Final Payment and apply it to Customer's Share and any damages PSE&G incurred as a result of Customer's default, or (ii) if Customer has not realized Beneficial Use, Customer shall reimburse PSE&G for all incurred Project costs. To the extent any amount remains unpaid, such amount shall be immediately due and payable to PSE&G by Customer.

14. Sale or Transfer of Property:

Customer must provide PSE&G with ninety (90) days advance written notice of a change of ownership of the Facility, change of billing account information, or if a "customer of record" modification is made to the billing account. If the Facility or any portion thereof, including property and any improvements thereupon, or any of Customer's ownership interest in the Facility, direct or otherwise, is sold or transferred during the course of the Project, including during the Recovery Period, without PSE&G's prior written consent, the full amount of the outstanding balance of Customer's Share due to PSE&G shall become immediately due and payable. Customer acknowledges and agrees that PSE&G may notify third parties of the existence of this Agreement including the filing of a memorandum in the real property records in the county where the Facility is located.

15. Customer shall at all times use diligent efforts and act in good faith in advancing the progress of the Project toward completion. Upon the earlier to occur of (i) the date of Final Completion or (ii) the date on which Customer has Beneficial Use of the EEMs and regardless of progress toward Final Inspection and project close-out, Customer's Share shall become due and payable and shall be repaid as set forth in Paragraphs 11.A.3 and 11.B above.

16. PSE&G reserves the right to participate in the PJM Capacity Market through the demand reductions achieved by the EEMs installed as part of this Program. Customer acknowledges and agrees that PSE&G shall own the rights to all such demand reductions without cost or obligation to Customer. PSE&G's ownership of the Project's demand reductions does not affect Customer's ownership of the EEMs nor the energy savings derived from the EEMs.

As required by PJM, PSE&G reserves the right to perform measurement and verification ("M&V") at all participating facilities. PSE&G M&V activities at the Facility may, in PSE&G's sole discretion, include but not be limited to, meter installation, calibration and maintenance of M&V equipment, data gathering and screening, verification of M&V reports and the use of customer energy and cost savings, and billing information. PSE&G will notify Customer if an EEM installed at the Facility requires M&V, will inform Customer of the PSE&G M&V activities, and will work with Customer to minimize any adverse effects on Customer's normal operations. PSE&G, or its subcontractor, may audit the Facility to verify the operation of all installed EEMs for up to four (4) years following installation to ensure compliance with PJM Capacity Market rules and regulations. Customer shall cooperate with and support PSE&G's ownership of the demand reductions as set forth in this Paragraph 16.

17. Customer understands and agrees that for purposes of preliminary and ongoing energy analysis and benchmarking its Facility data and energy consumption history may be entered into the Energy Star Portfolio Manager Database or such other databases for analysis. Customer may have access to the information once the data is entered.

18. Customer's contractors shall be required to adhere to and comply with all aspects of the New Jersey State Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq. (the "Act"), applicable to contractors as a result of this Agreement and shall require the same of all subcontractors. All contractors must use the job classification that most closely aligns to the work being performed. Any work associated with the installation of energy savings measures (*i.e.*, marketing and analysis activities for the project are excluded) is subject to this prevailing wage requirement. If the work falls under the jurisdiction of the New Jersey Division of Property Management and Construction, each contractor must comply with and require its subcontractors to comply with all requirements of that agency and any related statutes and regulations.

19. Incentives: Customer represents and warrants to PSE&G that Customer has not received or applied for incentives or services for the same EEMs from another utility, state, or local program.

20. Property Rights: Customer represents that it has the right to install the EEMs at the Facility and that any necessary consents have been obtained.

21. Term and Termination:

A. Term. The term of this Agreement shall not exceed the term of the Program and shall automatically terminate upon the later to occur of (i) repayment in full of Customer's share of the Total Project Costs, (ii) expiration of the time period set forth in Paragraph 16 above with respect to PJM, or (iii) conclusion of any M&V activities by PSE&G following the installation and Beneficial Use of the energy efficiency improvements.

B. Termination Without Cause. PSE&G may terminate this Agreement without cost to Customer prior to execution of the Customer Repayment Agreement by providing Customer with thirty (30) days advance written notification.

C. In the event of (i) a sale or transfer of all or part of the Facility and/or Customer's ownership interest therein, (ii) bankruptcy, insolvency or liquidation of Customer or (iii) forced shut down of Customer's operations and/or the Facility, PSE&G's rights to capture and monitor energy savings shall survive.

22. The relationship of PSE&G and Customer shall be that of independent parties and neither this Agreement nor anything done pursuant to this Agreement or any other document prepared, completed or entered into pursuant to, in connection with or as a result of this Agreement shall be deemed to create any partnership, joint venture, agency or other relationship between PSE&G and Customer.

23. This Agreement is intended for the sole benefit of the parties and there are no third-party beneficiaries, express or implied, to this Agreement.

24. PSE&G shall consider all information furnished by Customer to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than in connection with and as set forth in this Agreement and any subsequent agreements contemplated by the parties hereunder without Customer's prior written consent. PSE&G recognizes that it would be the rare circumstance that any document it provides to Customer will be considered confidential in accordance with the Open Public Records Act, N.J.S.A. 47:1A-1 et seq. (OPRA) and the common law. Only to the extent that an exception to consider such documents confidential in accordance with OPRA and the common law,

will Customer consider such information furnished by PSE&G to be confidential and shall not disclose, without PSE&G's prior written consent, any such information to any other person, or use such information itself for any purpose other than in connection with and as set forth in this Agreement and any subsequent agreements contemplated by the parties hereunder; additionally, however, either party may disclose such information as may be required to be disclosed by law or court order from a court of competent jurisdiction, and provided further that, unless otherwise prohibited by law, the party whose information is required to be disclosed is given reasonable time to take legal action to quash such action and seek other protection. Customer expressly understands and agrees that PSE&G is required to report to New Jersey regulators on a periodic basis all Program data, including customer-specific information ("Regulatory Reporting") as well as to prepare and submit to New Jersey regulators a Program evaluation report (the "Program Evaluation Report"). Customer expressly further understands and agrees that both the Regulatory Reporting and the Program Evaluation Report may, among other participant and Project information, identify the Program participants by name and Project address, identify the EEMs implemented by each Program participant and the energy and cost savings estimates for each Project.

25. Customer will provide PSE&G with any existing information concerning the Project, the operational systems and costs, Customer's operation and maintenance practices, and Facility expansion/renovation plans (short or long term). Customer will also provide PSE&G with access to the Project and the operating systems upon reasonable advance notice. Customer will be the primary contact for assisting PSE&G in connection herewith and PSE&G will rely on the accuracy and completeness of the information furnished by Customer as contemplated herein.

26. This Agreement shall not be amended, modified or otherwise altered, except pursuant to a written agreement signed by the parties.

27. This Agreement constitutes the full, complete and only agreement between the parties hereto with respect to the foregoing and supersedes any previous agreements, representations or undertakings, either oral or written.

28. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New Jersey. Any legal claim, suit, proceeding, or action shall be brought before the NJBPU and, where the NJBPU does not have jurisdiction, in New Jersey state courts or, if the claim, suit, proceeding or action is to be brought in Federal Court, in the United States Court, District of New Jersey. By execution and delivery of this Agreement, each of the parties hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts and appellate courts. Each of the parties hereby irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof to it by registered or certified mail, postage prepaid, return receipt requested, to its address set forth herein. Each of the parties hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any such action or proceeding in such respective jurisdictions. To the extent permitted by applicable law, each of the parties hereby irrevocably waives all right of trial by jury in any action, proceeding, or counterclaim arising out of or in connection with this Agreement or any matter arising hereunder.

29. **LIMITATION OF LIABILITY:** IN NO EVENT WILL PSE&G OR ITS OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS OF ANY TIER BE LIABLE FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES HOWEVER CAUSED, ARISING FROM THIS AGREEMENT. CUSTOMER AND PSE&G SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO EACH OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSSES, DAMAGES, COSTS, OR EXPENSES WHATSOEVER (INCLUDING

FOR LOST PROFITS, TIME OR REVENUE) FOR ANYTHING ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, WHETHER CLAIMS FOR SAID LOSSES OR DAMAGES ARE PREMISED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, CONTRACT OR OTHERWISE. THIS LIMITATION ON LIABILITY SHALL NOT APPLY TO CLAIMS RESULTING FROM FRAUD OR INTENTIONAL MISCONDUCT. ANY ACTION AGAINST CUSTOMER OR PSE&G ARISING OUT OF, RESULTING FROM, OR RELATED TO THE PERFORMANCE OR BREACH OF THIS AGREEMENT SHALL BE FILED NO LATER THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS OCCURRED. THE PROVISIONS OF THIS PARAGRAPH 29 SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

30. The foregoing limitation of liability does not negate the requirement that Customer shall defend, indemnify and hold harmless PSE&G and all of its officers, directors, agents, employees, contractors or subcontractors of any tier from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, in any way arising out of or resulting from the performance of Customer under this Agreement, the existence or condition of the Project, including but not limited to claims, damages, losses and expenses related to (a) personal injury, death, or occupational disease of any person (including, but not limited to, any of the contractor's or any subcontractor's employees or agents); (b) loss or damage to any real or personal property; (c) the use, operation, or possession of any equipment or materials; (d) the nature or condition of the Facility; or (e) Customer's, its contractor's or any subcontractor's failure to provide adequate preventative and protective measures, safeguards or devices. Notwithstanding the foregoing, Customer's obligation to defend, indemnify, and hold harmless under the provisions of this paragraph shall exclude only those instances which are the result of PSE&G's sole negligence. Customer expressly acknowledges that the parties are contractually allocating these risks to Customer and Customer has procured and shall maintain for the term of this Agreement insurance coverage for the purpose of providing a financial means to support this indemnification provision. For purposes of fulfilling its duties to defend, indemnify, and hold harmless PSE&G and all of its officers, directors, agents, employees, contractors or subcontractors of any tier, Customer waives the immunities, rights and defenses which may be available under applicable workers' compensation laws.

31. It is expressly understood and agreed that PSE&G makes no warranty and assumes no responsibility, expressed or implied, for the condition, performance, maintenance, manufacture, or design of the Audit, the EEMs, the construction of the Project or the calculation of savings. PSE&G MAKES NO REPRESENTATIONS AND DISCLAIMS ANY WARRANTY, WHETHER STATUTORY, WRITTEN, ORAL, EXPRESS, OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. CUSTOMER ACKNOWLEDGES AND AGREES THAT PSE&G DOES NOT GUARANTY THAT CUSTOMER WILL ACHIEVE ANY ENERGY SAVINGS FROM THE PROJECT, AND THAT THE ACTUAL ENERGY SAVINGS THAT CUSTOMER ACHIEVES WILL BE AFFECTED BY MANY FACTORS THAT CANNOT BE PREDICTED WITH PRECISION SUCH AS THE ACTUAL HOURS OF OPERATION AND THE SPECIFIC OPERATING CONDITIONS PRESENT IN THE FACILITY. Any

information provided by PSE&G, which relates to the Audit, the EEMs, the Project, or the calculation of savings, shall be for informational purposes only and shall not be guaranteed or warranted.

32. 32 Assignment: Neither PSE&G or Customer may assign this Agreement to any other party without the express prior written consent of the other party which consent shall not be unreasonably withheld or delayed.

33. Counterparts; Notices: This Agreement may be executed and delivered by the parties in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. This Agreement and all notices required hereunder may be sent either via mail, overnight courier or electronic mail (scanned PDF image) to the applicable address set forth below.

34. Authorization: The individual signing this Agreement certifies that the party represented has duly authorized such individual to execute this Agreement that binds and obligates such party.

35. Effective Date: This Agreement shall be effective as of the date of full execution of this Agreement by both the Customer and PSE&G.

(signature pages follow)

**Somerset Raritan Valley Sewerage Authority**

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

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

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

Date: \_\_\_\_\_

Somerset Raritan Valley Sewerage Authority

50 Polhemus Lane

Bridgewater Township, NJ 08807

[ronald.anastasio@srvsa.org](mailto:ronald.anastasio@srvsa.org)

**Public Service Electric and Gas Company**

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

Printed Name: Craig O. Bartley

Title: Director – Energy Services

Date: \_\_\_\_\_

80 Park Plaza, T8

Newark, NJ 07102

Attn: C&I Engineered Solutions Program Administrator

[PSEG-EngSolutions@pseg.com](mailto:PSEG-EngSolutions@pseg.com)



**EXHIBIT I**

[Insert Limited Notice to Proceed Letter]

[Insert Project Name]



## Clean Energy Future – Energy Efficiency Program C&I Engineered Solutions Sub-Program

### Limited Notice to Proceed

#### **Project Engineering, Scope of Work and Solicitation of Contractor Bids**

This Limited Notice to Proceed (this “Notice”) is to inform Customer that PSE&G has completed its review of the Audit that was performed at [Insert Facility Name and Address] under PSE&G’s Program. Based on PSE&G’s review of the Audit, including the simple payback period of the EEMs, construction cost estimates amortized on a straight line basis, and EEM cost effectiveness calculations, PSE&G has identified those EEMs described herein which may qualify for the next phases of the Program: 1) **Project Engineering**; 2) Development of the **Scope of Work**; and 3) **Solicitation of Contractor Bids** including Construction Management.

This Notice is subject to the same terms and conditions set forth in the Master Customer Agreement effective as of [Insert MCA Effective Date], entered into by Customer and PSE&G. Unless otherwise noted, defined terms in this Notice shall have the meaning ascribed thereto in the Master Customer Agreement.

#### **Engineering and Scope of Work**

PSE&G’s engineering firm will develop the engineering and design drawings and documents (bid-ready construction documents) required to develop a description of work to be performed by construction trades (the “Scope of Work”). The Engineering phase of the Project is critical in determining the EEMs to be installed at the Customer’s Facility. PSE&G will work with Customer through this process.

#### **Contractor Bids**

The Scope of Work must be issued by Customer, bids evaluated and contractor(s) selected in order to provide firm EEM pricing for the Program. The firm EEM pricing will form the basis of the financial incentives of the Customer Repayment Agreement. Once Customer has received contractor bids, Customer must submit copies of all bids to PSE&G and its engineering firm for review along with Customer’s recommendations and justification for the selection of one of the contractors. For any EEMs identified as “owner installed” it is during this phase that Customer will obtain firm quotes for Program consideration of the materials to be installed.

The Program may provide funding for EEMs meeting the Program requirements but not for costs associated with the following, all of which remain the responsibility of Customer: (i) abatement and remediation of any hazardous materials not directly associated with the installation of EEMs

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LNTP 02/01/2021

[Insert Project Name]

(including, but not limited to: asbestos, lead paint, decommissioned oil tank removal, mold, etc.), (ii) deferred maintenance or (iii) forward-looking service or maintenance contracts.

The following are the agreed upon EEMs, a total of [Insert Number] measures:

- [Insert Measure Name 1]
- [Insert Measure Name 2]
- 

The estimated engineering costs for the Project are \$[Insert Amount] and include (i) \$[Insert Amount] for CD (ii) \$[Insert Amount] for CA (iii) \$[Insert Amount] for CX and (iv) \$[Insert Amount] for M&V. Please be advised that PSE&G may change this amount if issues are discovered during the course of the Engineering phase which require additional effort or analysis.

Following is the summary of Customer's Project information inclusive of Project costs and simple payback calculation:

**[NOTE – Insert here Customer's schedule from PSE&G's cost effectiveness model]**

[Insert Project Name]

Customer understands that upon completion of the construction documents (a copy of which will be provided to Customer), PSE&G will review same as well as EEM payback and cost effectiveness, and identify those EEMs which qualify for the next steps of the Project: the Scope of Work and Solicitation of Contractor Bids. PSE&G will work with Customer to proceed with the Scope of Work and Solicitation of Contractor Bids phases of the Program.

All costs associated with the engineering for the development of the Scope of Work and the preparation of bid-ready construction documents, the construction administration services (observation and reporting during installation), commissioning (verification of EEM performance) and measurement and verification following completion will be included in the Project and will be incorporated into the overall Project costs and the payback calculations.

**CUSTOMER UNDERSTANDS THAT IF IT CHOOSES NOT TO PROCEED WITH PROGRAM PARTICIPATION AFTER THE ENGINEERING PHASE OF THE PROGRAM HAS BEGUN OR BEEN COMPLETED, CUSTOMER WILL BE RESPONSIBLE TO REPAY TO PSE&G ALL INCURRED COSTS ASSOCIATED WITH THE ENGINEERING PHASE AND THOSE COSTS WILL BECOME IMMEDIATELY DUE AND PAYABLE.**

If PSE&G determines not to move forward with the Project, PSE&G will be responsible to pay all costs associated with the Engineering phase. If at any time a conflict exists or arises (legal or otherwise) which restricts or impedes the Project, PSE&G may consider cancelling or terminating the Project if PSE&G may become a party to the conflict.

This Notice may be executed and delivered by the parties in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same document. The executed Notice may be sent either via mail, overnight courier or electronic mail (scanned PDF image) to the applicable address set forth in the Master Customer Agreement.

By signing this Notice, Customer acknowledges its obligation to reimburse PSE&G for all engineering fees incurred as described herein in the event Customer chooses not to continue participation in the Program. However, if Customer continues to participate in the Program, these costs will remain included in the overall implementation cost of each EEM.

(signature page follows)

733361 v2

CEF-EE C&I Engineered Solutions

LNTP 02/01/2021

[Insert Project Name]

[insert Customer's full legal name]

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

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

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

Date: \_\_\_\_\_ 20\_\_

**Public Service Electric and Gas Company**

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

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

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

Date: \_\_\_\_\_ 20\_\_

**EXHIBIT II**

[Insert Customer Repayment Agreement]

[Insert Project Name]



## Clean Energy Future – Energy Efficiency Program C&I Engineered Solutions Sub-Program

### Customer Repayment Agreement

Public Service Electric and Gas Company (“PSE&G”) and [Insert Customer Name] (the “Customer”) have entered into a Master Customer Agreement, effective as of [Insert Date] for the purpose of providing certain financial incentives to Customer in connection with implementation of specific Energy Efficiency Measures (“EEMs”) at Customer's premises and facilities, located at [Insert Facility Address] (the “Facility”).

1. This Customer Repayment Agreement is made expressly subject to the Master Customer Agreement which is incorporated herein by reference. All terms capitalized herein and not otherwise defined shall have the meanings ascribed thereto in the Master Customer Agreement.
2. It is expressly understood and agreed that:
  - a) The total amount to be advanced by PSE&G (the “Approved Project Costs”) is estimated at and will not exceed \$XX, subject to adjustment as a result of the Cost True-Up, which includes (i) the total of all EEM Costs to be installed, including construction management fees, if any, in the amount of \$XX and (ii) total Engineering Costs in the amount of \$XX;
  - b) PSE&G directly pays to the engineer the Engineering Costs;
  - c) PSE&G shall pay directly to Customer the EEM Costs as a series of progress payments including construction management fees, if any; and
  - d) Progress payments shall be paid in stages as set forth in the Master Customer Agreement.
3. In connection with Stage One – Execution of Contract Payment, Customer shall have delivered a construction schedule which anticipates completion of the Project by [xx/xx/xx]. Customer guarantees to PSE&G that the Final Completion of the Project shall occur on or before [insert date] (the “Final Completion Date”). In the event that the Customer fails to deliver the completed Project by the Final Completion Date, PSE&G shall deliver written notice thereof to Customer, which notice shall specify a date by which the Project shall be completed and the Stage 3 – Final Payment shall be reduced by ten percent (10%). If Customer thereafter fails to complete the Project to PSE&G’s satisfaction by the date specified in PSE&G’s written notice, PSE&G may declare Customer’s Share immediately due and payable, and retain the Stage Three

[Insert Project Name]

– Final Payment that would otherwise have been due to Customer. PSE&G may exercise any of the remedies available to it under the Master Customer Agreement.

4. The financial incentive shall include the grant portion by PSE&G (the “PSE&G Financial Incentive”) and the portion to be repaid by Customer (the “Customer’s Share”) set forth as follows:

- a) the amount of the PSE&G Financial Incentive is estimated at and will not exceed \$ \_\_\_\_\_;
- b) the amount of Customer’s Share that Customer shall reimburse to PSE&G is estimated at \$ \_\_\_\_\_; and
- c) Customer's Share shall be reimbursed to PSE&G by Customer by means of a charge to Customer’s monthly utility bill in an amount estimated at \$ \_\_\_\_\_ per month for sixty (60) months (one hundred twenty (120) months for multi-family facilities financed by the NJHMFA).

Following is the summary of Customer’s Project information inclusive of Project costs and simple payback calculation:

**[NOTE – Insert here Customer’s schedule from PSE&G’s cost effectiveness model]**



[Insert Project Name]

5. This Customer Repayment Agreement may be executed and delivered by the parties in separate counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same document. The executed Customer Repayment Agreement may be sent either via mail, overnight courier or electronic mail (scanned PDF image) to the applicable address set forth in the Master Customer Agreement.

6. Any conflicts between this Customer Repayment Agreement and the Master Customer Agreement shall be resolved in favor of the Master Customer Agreement.

(signature page follows)

[Insert Project Name]

[insert Customer's full legal name]

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

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

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

Date: \_\_\_\_\_ 20\_\_

**Public Service Electric and Gas Company**

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

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

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

Date: \_\_\_\_\_ 20\_\_

**EXHIBIT III**

[Insert Description of Clean Energy Jobs Program]



## Exhibit III

# Energy Efficiency can be an Economic Catalyst for Urban Communities



Energy efficiency is a centerpiece of New Jersey's clean energy strategy and large-scale investments to reduce energy consumption can help the state's economy recover from the suffering inflicted by the COVID-19 pandemic. PSE&G is committed to ensuring that New Jersey's urban centers reap the benefits of any clean energy stimulus, including new jobs and economic development.

PSE&G's \$2.8 billion Clean Energy Future-Energy Efficiency proposal, currently before the New Jersey Board of Public Utilities, is designed to ensure that urban communities get their fair share of benefits—not only the bill savings and environmental gains that will benefit every New Jersey customer, but also economic opportunities that target the state's largest cities.

In order to ensure that the economic benefits of energy efficiency are shared equitably, the company is committed to substantially increasing its purchase of goods and services from diverse vendors and has developed a comprehensive green jobs training program.

Refitting homes and businesses with modern, energy-efficient LED lighting, smart thermostats and other energy-saving equipment and appliances is a huge task that will grow New Jersey's green economy, create thousands of good-paying jobs and cut utility bills for low-income residents, who typically spend a greater share of their income on heating and cooling. There is a shortage of workers with the required skills—a scenario that, with training, offers low-income residents a path to good-paying jobs and a higher standard of living.

To fill that gap, PSE&G has partnered with the New Jersey Department of Labor, community organizations, labor unions and energy efficiency suppliers to develop the Clean Energy Future Jobs Training Program (CEF-JTP). PSE&G is partnering with these organizations and others to identify and recruit participants for the program. In addition, arrangements have been made to provide on-site training through a network of community organizations. Training also will be offered at community colleges and vocational institutions, contractor locations and at PSE&G's own training center.

PSE&G has already committed to creating 50-100 jobs immediately that are eligible for its CEF-JTP and commits to creating an additional 500 jobs at the start our program. Over



the life of our program, PSE&G commits to creating up to 2,000 jobs through the Jobs Training Program.

PSE&G is similarly committed to ensuring that diverse suppliers benefit from its energy efficiency efforts. PSE&G commits to targeting no less than 20% of its procurement dollars with Minority, Women, and Veteran-owned Business Enterprises to execute the CEF program within the first 24 months, with a target of 50% during the life of the program. The company is working with Hispanic and African American chambers of commerce to identify a pool of diverse vendors and create programs to make certain the program's participation goals are attained. This effort will include both energy efficiency suppliers and the professional services firms hired to support the program. PSE&G has revised its contracts with suppliers requiring them to concentrate their hiring efforts in urban centers.

PSE&G also commits to supporting local neighborhoods and economies project such as local food establishments, hardware stores, fuel and vehicle maintenance services, and other businesses.

**EXHIBIT IV**

[Insert Record of Completion]

[Insert Project Name]



## Clean Energy Future – Energy Efficiency Program C&I Engineered Solutions Sub-Program

### Record of Completion

[Insert Date]

[Insert Facility Name and Address]

This Record of Completion is to inform Customer that PSE&G has conducted the final inspection of all of the agreed upon EEMs and the Project installed at Customer's Facility (the "Final Inspection") and has determined that the Project is complete. The Final Inspection results are documented in the Final Inspection Report, a copy of which Customer hereby acknowledges receipt. This Record of Completion is subject to the terms and conditions set forth in the Master Customer Agreement effective as of [Insert MCA Effective Date]. Capitalized terms used but not otherwise defined in this Record of Completion shall have the meanings ascribed to them in the Master Customer Agreement.

PSE&G has completed a Cost True-Up of the Project, which accounts for all Project-related invoices, contracts, agreements, receipts and inventory, and such documents or other information as deemed necessary by PSE&G in its sole discretion, to identify and calculate all actual Project Costs. Customer acknowledges that the Cost True-Up (i) fairly and accurately accounts for all Project-related costs and payments, (ii) is accepted by Customer as the final accounting of all Project-related costs, and (iii) shall be binding on Customer in all regards. The Cost True-Up sets forth the Stage Three - Final Payment.

Since the Project has now been completed, the Customer repayment period, as outlined in the Customer Repayment Agreement, will commence within thirty (30) days of the date of this Record of Completion with the applicable repayment amount added to Customer's monthly utility bill for the duration of the repayment period.

Based on the Cost True-Up, the actual Project costs and final repayment amounts are set forth in the table below and further identified as follows:

- (a) The total amount of the Approved Project Costs advanced by PSE&G is determined to be \$[Insert Amount].
- (b) The amount of the PSE&G Financial Incentive is determined to be \$[Insert Amount].
- (c) The amount of Customer's Share that Customer shall reimburse to PSE&G is determined to be \$[Insert Amount].

- (d) Customer's Share shall be invoiced to and paid by Customer at the rate of \$[Insert Amount] monthly for sixty (60) months (one hundred twenty (120) months for multi-family facilities financed by the NJHMFA); alternatively, Customer may repay Customer's Share in a single, lump sum payment.

Following is the summary of Customer's Project information inclusive of Project costs and simple payback calculation:

**[NOTE – Insert here Customer's schedule from PSE&G's cost effectiveness model]**



Customer acknowledges and agrees that:

- (a) all EEMs are now installed in accordance with the Master Customer Agreement and functioning properly;
- (b) it is realizing beneficial use of the EEMs;
- (c) it has sought out and completed any and all required training to properly operate the EEMs and that it is familiar with the applicability of any and all warranties related thereto;
- (d) it is responsible to obtain all Project close-out documents as required, including but not limited to as-built plans and specifications, operational training and supporting manuals, permits and certificates of completion, commissioning report and the like;
- (e) any insurance claim(s), if applicable, have been settled with respect to the Project;
- (f) it has no claims against PSE&G and waives any claims which it may now or in the future have against PSE&G with respect to the Project or the Program; and
- (g) it has read and understands this Record of Completion, which includes the Cost True-Up.

**Customer confirms it has not applied for or received incentives or other value for the EEMs associated with the Project from another utility, state, or local program.**

Upon Customer's execution of this Record of Completion, PSE&G will pay to Customer the Stage Three - Final Payment, in consideration of which Customer certifies that all contractors, subcontractors, or suppliers of any level have been or will be paid in full and that in the event that any claims, lien claims or liens are filed against PSE&G or its property by any of Customer's contractors, subcontractors, or suppliers, which, in whole or in part, are based on any work, services, materials, or equipment provided to Customer in connection with the Project, then Customer, at no cost or expense to PSE&G, shall immediately obtain a discharge of any such claim from the claimant, and shall defend, indemnify and hold harmless PSE&G against all liabilities, losses, liens, damages, judgments, fines, penalties, fees or expenses (including reasonable attorneys' fees) due to such claim.

This Record of Completion may be executed and delivered either via mail, overnight courier or electronic mail (scanned PDF image) to PSE&G at the address set forth in the Master Customer Agreement.

(signature page follows)

Acknowledged, accepted and agreed to this \_\_\_\_day of \_\_\_\_\_ 202\_\_

**[insert Customer's full legal name]**

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

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

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

**Cost True-Up**

(see attached)

**RESOLUTION AUTHORIZING THE CANCELLATION OF A CHECK**

**BE IT RESOLVED** by The Somerset Raritan Valley Sewerage Authority that the following Operating Account check be and the same is hereby canceled:

Check No.: 18586 (dated July 24, 2023)  
Payable To: Arthur & Margaret Wildgoose  
Reason: Lost Check  
Amount: \$329.80  
Repayment: Will be repaid with an Operating Account check date of August 28, 2023

INTRODUCED BY: ROBERT ALBANO  
SECONDED BY: MICHAEL IMPELLIZERI

Roll Call Vote:

Robert Albano	Yes	Edward Machala	Absent*
Pamela Borek	Absent	Richard Mathews	Yes
Nicolas Carra	Yes	Michael Pappas	Yes
Gary DiNardo	Absent	Philip Petrone	Yes
Vincent Dominach	Yes	Reinhard Pratt	Yes
Louis Esposito, Jr	Yes	Frank Scarantino	Yes
Michael Impellizeri	Yes	Joseph Lifrieri	Yes

\*Mr. Machala was temporarily disconnected from Teams

**CERTIFICATION**

I, RONALD S. ANASTASIO, Executive Director and Certifying Agent of The Somerset Raritan Valley Sewerage Authority, **HEREBY CERTIFY** that the foregoing is a true copy of a Resolution adopted at a Regular Meeting of The Authority held on the 28<sup>th</sup> day of August 2023, as the same appears on record in the Minute Book of the Authority.

**IN WITNESS WHEREOF** I have hereunto set my hand and affixed the Seal of the Authority this 29<sup>th</sup> day of August 2023.



Ronald S. Anastasio, P.E.  
Executive Director  
RSA/lmh

# Checks & Deposits

## Create A Stop Payment

✔ Your stop payment has been created successfully. Your reference number is 116688435.

**Account**

01083 OPERATING FUND \*\*\*\*\*1083

**Check number**

18586

**Amount**

\$329.80

**Date**

Jul 24, 2023

**Payee**

ARTHUR & MARGARET WILDGOO

**Reason**

CHECK LOST

Date: 08/21/2023

Time: 9:29:12AM

# Void Check/Warrant Journal

User: CBASIS

Page: 1

Somerset Raritan Valley Sewerage Authority

by Check No.

CHECK NO.	VENDOR NO.	NAME	CAL. PER.		
TP-TRANS NO.		DESCRIPTION	DATE		
DIST NO.	ACCOUNT NO.	DESCRIPTION		DEBIT	CREDIT
MG/018586	0000001104	ARTHUR & MARGARET WILDGOOSE	8/2023		
VO MG018586		CK MG/018586 voided	08/21/2023		
001	01-000-1205	OPERATING CHECKING (MAGYAR) 061 0		329.80	
002	01-100-6197	MEDICAL BENEFITS - RETIREE			329.80
Calendar Period 8/2023 Totals:				329.80	329.80
Check No. MG/018586 to 0000001104 ARTHUR & MARGARET WILDGOOSE				Totals:	329.80
				Report Totals:	329.80

**RESOLUTION - PAYROLL**

BE IT RESOLVED by The Somerset Raritan Valley Sewerage Authority that the Treasurer be and is hereby authorized to approve Checks No. 22563 through No. 22642 all numbers inclusive in the amount of \$208,376.21 and Checks No. 30279 through No. 30294 all numbers inclusive, in the amount of \$155,433.50 for a total of \$363,809.71, said checks having been reviewed and certified by the Executive Director for payment.

INTRODUCED BY: ROBERT ALBANO  
SECONDED BY: MICHAEL IMPELLIZERI

Roll Call Vote:

Robert Albano	Yes	Edward Machala	Absent*
Pamela Borek	Absent	Richard Mathews	Yes
Nicolas Carra	Yes	Michael Pappas	Yes
Gary DiNardo	Absent	Philip Petrone	Yes
Vincent Dominach	Yes	Reinhard Pratt	Yes
Louis Esposito, Jr	Yes	Frank Scarantino	Yes
Michael Impellizeri	Yes	Joseph Lifrieri	Yes

\*Mr. Machala was temporarily disconnected from Teams

**CERTIFICATION**

I, Ronald S. Anastasio, Executive Director and Certifying Agent of The Somerset Raritan Valley Sewerage Authority, **HEREBY CERTIFY** that the foregoing is a true copy of a Resolution adopted at a Regular Meeting of the Authority held on the 28<sup>th</sup> day of August 2023, as the same appears on record in the Minute Book of the Authority.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the Seal of the Authority this 29<sup>th</sup> day of August 2023.



Ronald S. Anastasio, P.E.  
Executive Director

RSA/lmh

**RESOLUTION -- BILLS**

**BE IT RESOLVED** that the Members of The Somerset Raritan Valley Sewerage Authority, including the Finance Committee, hereby certify that we have read the list of bills and have examined the original vouchers that have been reviewed and certified by the Executive Director and presented to the Board of Commissioners for payment and find the same to be in order and acceptable for payment by The Somerset Raritan Valley Sewerage Authority.

OPERATING FUND	\$	703,843.28
GENERAL FUND ACCOUNT	\$	0
CONSTRUCTION FUND ACCOUNT	\$	0
CONNECTION CAPITAL ACCOUNT	\$	197,601.65
	\$	
	\$	<u>901,444.93</u>

INTRODUCED BY: RICHARD MATHEWS  
SECONDED BY: MICHAEL IMPELLIZERI

Roll Call Vote:

Robert Albano	Yes	Edward Machala	Absent*
Pamela Borek	Absent	Richard Mathews	Yes
Nicolas Carra	Yes	Michael Pappas	Yes
Gary DiNardo	Absent	Philip Petrone	Yes
Vincent Dominach	Yes	Reinhard Pratt	Yes
Louis Esposito, Jr	Yes	Frank Scarantino	Yes
Michael Impellizeri	Yes	Joseph Lifrieri	Yes

\*Mr. Machala was temporarily disconnected from Teams

**CERTIFICATION**

I, RONALD S. ANASTASIO, Executive Director and Certifying Agent of The Somerset Raritan Valley Sewerage Authority, **HEREBY CERTIFY** that the foregoing is a true copy of a Resolution adopted at a Regular Meeting of the Authority held on the 28<sup>th</sup> day of August 2023 as the same appears on record in the Minute Book of the Authority.

**IN WITNESS WHEREOF** I have hereunto set my hand and affixed the Seal of the Authority this 29th day of August 2023.



Ronald S. Anastasio, P.E.  
Executive Director



**RESOLUTION AUTHORIZING CLOSED SESSION FOR THE PURPOSES OF A CONTRACT NEGOTIATIONS DISCUSSION REGARDING PARTICIPATION IN PSE&G'S ENERGY EFFICIENCY GRANT PROGRAM**

**NOW, THEREFORE, BE IT RESOLVED** by The Somerset Raritan Valley Sewerage Authority Board of Commissioners as follows:

1. In accordance with the Open Public Meetings Act, the Authority shall adjourn to executive session in accordance with N.J.S.A. 10:4-12(b)(7), closed session for the purposes of a contract negotiations discussion regarding participation in PSE&G's energy efficiency grant program.
2. The minutes of the executive session relating to personnel matters will be released to the public upon the issuance of an unappealable Order of a Court of competent jurisdiction, upon settlement of all issues in the matter, or the failure to institute litigation after the passage of reasonable time.
3. The matters discussed in Closed Session shall be released to the public at such time when they will not be detrimental to the public interest.
4. This Resolution shall take effect as provided by law.

INTRODUCED BY: RICHARD MATHEWS  
SECONDED BY: ROBERT ALBANO

Roll Call Vote:

Robert Albano	Yes	Edward Machala	Yes
Pamela Borek	Absent	Richard Mathews	Yes
Nicolas Carra	Yes	Michael Pappas	Yes
Gary DiNardo	Absent	Philip Petrone	Yes
Vincent Dominach	Yes	Reinhard Pratt	Yes
Louis Esposito, Jr	Yes	Frank Scarantino	Yes
Michael Impellizeri	Absent	Joseph Lifrieri	Yes

\*\*Mr. Impellizeri left the meeting at 7:30 p.m.

**CERTIFICATION**

I, Ronald S. Anastasio, Executive Director and Certifying Agent of The Somerset Raritan Valley Sewerage Authority, **HEREBY CERTIFY** that the foregoing is a true copy of a Resolution adopted at a Meeting of the Authority held on the 28<sup>th</sup> day of August 2023, as the same appears on record in the Minute Book of The Authority.

**IN WITNESS WHEREOF** I have hereunto set my hand and affixed the Seal of The Authority this 29<sup>th</sup> day of August 2023.



Ronald S. Anastasio, P.E.  
Executive Director

RSA/lmh