

Town of Secaucus

CONSENT AGENDA – 2/11/20

THIS AGENDA IS FOR DISCUSSION PURPOSES AND IS SUBJECT TO CHANGE.

ITEMS MAY BE ADDED OR REMOVED AS DETERMINED BY THE TOWN COUNCIL.

- 1) A resolution on behalf of the Town of Secaucus authorizing the award of a Service Contract for the Town Generators to Ener-G Rudox, LLC
- 2) A resolution on behalf of the Town of Secaucus authorizing the award of a contract for NFPA Testing of the apparatus and equipment of the Secaucus Volunteer Fire Department to Fail Safe Testing
- 3) A resolution on behalf of the Town of Secaucus extending the contract for Heavy Equipment Leasing Services to Hugerich Construction, Inc.
- 4) Resolution appointing Mia Suarez #5551 rehire (start 2/5/20) and Mohammad Abdullah (start 2/3/20) as Replacement Regular Part-Time Counselors for the remainder of the 2019/2020 school year in the After-Care Programs, effective February 11, 2020, pending the successful completion of background checks and physical examinations
- 5) Resolution appointing Janice Tabasco (Cook), start 2/18/20, James Logan (Asst. Cook), start 2/3/20, Nattirat Phemsint (Clerk), start 2/3/20 and Sean Logan (Clerk), rehire, start 2/3/20, all as Replacement Part-Time Positions in the Social Services Department, effective February 11, 2020
- 6) Resolution designating Gary Jeffas, Esq. as the Public Agency Compliance Officer (P.A.C.O.) for the Town of Secaucus

TOWN OF SECAUCUS
MAYOR AND COUNCIL MEETING - FEBRUARY 11, 2020
CAUCUS/EXECUTIVE SESSION 4:30 PM
MEETING TO COMMENCE 7:00 PM

The town does not provide agenda for Council Meetings; however, below is a list of matters scheduled to be discussed which is intended to be a worksheet or reference sheet only for the Mayor and Council Members. No person shall rely on this sheet because scheduled items may be deleted and new items may be added, and Council Members may raise issues during the meeting and take action with respect to the same which are not listed herein.

PLEDGE OF ALLEGIANCE

OPEN PUBLIC MEETINGS ACT

ROLL CALL

ORDINANCES FOR INTRODUCTION

Ordinance No. 2020-3: An ordinance repealing and replacing the Code of the Town of Secaucus, Chapter A163 Sewer Use Rules and Regulations

RESOLUTIONS (CONSENT AGENDA)

PLEASE SEE CONSENT AGENDA FOR LIST OF RESOLUTIONS

BINGO/RAFFLE APPLICATIONS

- 1) Application for an Off-Premise 50/50 to be held on June 14, 2020, sponsored by Unico National-Secaucus
- 2) Application for an On-Premise Draw Raffle to be held on March 27, 28 and 29, sponsored by Beneath the Sea, Inc.

COMMUNICATIONS REQUIRING ACTION BY MAYOR AND COUNCIL

- 1) Request by Joseph Baccola of DoubleAA Sports to use Mill Ridge Field #3 (the upper field) for Men's Softball on March 29, 2020 and July 25, 2020
- 2) Acceptance of resignation of Vittorio Macaro as a member in good standing of Rescue 1/Engine 2
- 3) Acceptance of resignation of Jared Wetter as a member in good standing of Rescue 1/Engine 2
- 4) Acceptance of termination of Thomas Thompson as a member in good standing of Rescue 1/Engine 2
- 5) Acceptance of Patrick Cavalcante as a member of Engine Co. 3, effective February 6, 2020

COMMITTEE REPORTS

UNFINISHED BUSINESS

NEW BUSINESS

REMARKS OF CITIZENS

ADJOURNMENT

**AN ORDINANCE OF
THE TOWN OF SECAUCUS, NEW JERSEY**

ORDINANCE NO. 2020-3

**AN ORDINANCE REPEALING AND REPLACING THE CODE OF THE TOWN OF
SECAUCUS, CHAPTER A163 SEWER USE RULES AND REGULATIONS**

WHEREAS, the Town previously adopted Chapter A163 of the Code of the Town of Secaucus entitled "Sewer Use Rules and Regulations"; and

WHEREAS, the review of the Secaucus Municipal Utilities Authority (SMUA) and the advice of Counsel on the current state of the rules and regulations governing the requirements of discharges into the wastewater treatment collection and treatment system in the Town of Secaucus have necessitated that Chapter A163 be modified to reflect current SMUA rules and regulations, which are updated regularly by the SMUA and comply with current federal and state laws and regulations.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, based on the above review, as follows:

1. Any and all Ordinance provisions in conflict, preempted or superseded by current Secaucus Municipal Utilities Authority (SMUA) Rules and Regulations, most recently updated and adopted by the Authority on November 12, 2019, shall be repealed, including but not limited to Chapter A163 of the Code of the Town of Secaucus, adopted December 7, 1981.

2. Chapter A163 of the Code of the Town of Secaucus shall now read as follows:

Secaucus Municipal Utilities Authority (SMUA) Rules and Regulations and any amendments to such, as updated by the Secaucus Municipal Utilities Authority, shall be recognized as the "Sewer Use Rules and Regulations" for the Town of Secaucus and govern the requirements of discharges into the wastewater treatment collection and treatment system, enforcement and violations. A copy of current Secaucus Municipal Utilities Authority (SMUA) Rules and Regulations shall be kept on file at the Secaucus Municipal Utilities Authority Office and at the Secaucus Town Clerk's Office.

3. This repeal shall not affect or prevent the prosecution or punishment of any person for any act done or committed in violation of any ordinance hereby repealed.

4. If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to that section, subdivision, clause or

provision so adjudged and the remainder of this Ordinance shall be deemed to be valid and effective.

5. This shall take effect immediately upon passage and publication in accordance with law.

**SECAUCUS MUNICIPAL
UTILITIES AUTHORITY**

**SEWER USE RULES
AND REGULATIONS**

**ADOPTED
DECEMBER 07, 1981**

**REVISED & ADOPTED
SEPTEMBER 08, 1997 & JULY 12, 2004**

**REVISED & ADOPTED
AUGUST 07, 2006 & MARCH 07, 2011**

**REVISED & ADOPTED
NOVEMBER 12, 2019**

SECAUCUS MUNICIPAL UTILITIES AUTHORITY

SEWER USE RULES and REGULATIONS

2019-11-12b

Rules and Regulations governing the discharge of wastewaters into the Secaucus Municipal Utilities Authority's Wastewater Treatment Plant and all sewers tributary thereto.

WHEREAS, the Federal "Clean Water Act Amendments of 1977", as amended, 33 U.S.C. 1251 et. seq., the New Jersey "Water Pollution Control Act" N.J.S.A. 58:10A-1 et. seq., and the New Jersey "Pretreatment Standards for Sewage, etc.", N.J.S.A. 58:11-49 et. seq., 1972 have resulted in a program of management and cleaning up waters of the nation;

WHEREAS, the Secaucus Municipal Utilities Authority has already made and will continue to make a substantial financial investment in its wastewater treatment plant to achieve the goal of the acts; and

WHEREAS, the Secaucus Municipal Utilities Authority seeks to provide for the use of its Wastewater Treatment Plant by its users served by it without any physical damage to the facilities, without impairment of their normal function of collecting, treating, discharging and management of the domestic wastewater, and without violation of any discharge pollutant limitations and other conditions by its Wastewater Treatment Plant which is regulated under the New Jersey Pollutant Discharge Elimination System (NJPDES) permit and the applicable rules of all governmental authorities with jurisdiction over such discharges.

NOW, THEREFORE, be it ordained and enacted by the Secaucus Municipal Utilities Authority, County of Hudson, State of New Jersey as follows: (include entire text of Sewer Use Rules and Regulations)

**RESOLUTION ADOPTING
AMENDED SEWER USE RULES AND REGULATIONS**

WHEREAS, the SECAUCUS MUNICIPAL UTILITIES AUTHORITY (hereinafter "Authority") is a public body, duly formed under the Municipal and County utilities Authority Law, constituting Chapter 183 of the Laws of 1957, as amended (Chapter 148 of Title 40 of the New Jersey Statutes Annotated) and possesses the powers set forth therein; and

WHEREAS, by previous Resolution, the Authority adopted Sewer Use Rules and Regulations for the Town of Secaucus; and

WHEREAS, the Federal General Pretreatment Standards under 40 CFR 403 were amended; and

WHEREAS, the Authority wishes to amend these Rules and Regulations to conform with current Environmental Standards; and

WHEREAS, these amendments result in the need for the Authority to modify the definition of Significant Indirect User (SIU) and Significant Non-Compliance in its Sewer Use Rules and Regulations.

NOW, THEREFORE BE IT RESOLVED, that the Authority hereby modifies its Sewer Use Rules and Regulations as follows:

- 1) The definition of "Significant Indirect User" shall have the meaning as set forth in N.J.A.C. 7:14A-1.2.
- 2) The definition of "Significant Non-Compliance" shall have the meaning as set forth in 40 CFR 403.8(f)(2)(viii).
- 3) Paragraph A 163-33 is replaced with the following: "The Authority shall require that any person discharging or proposing to discharge non-domestic wastewater, or to significantly modify or propose to modify its activities resulting in a change of 20% or more from the previous report, into a community sewer to file a discharge report. The discharge report shall include, but not be limited to; nature of process, volume, rates of flow, mass emissions, production quantities, hours of operation, personnel, or other information that relates to the generation of waste, including substances and concentrations in the wastewater discharge. Such reports shall also include the chemical constituents and quantities of liquid or gaseous materials stored on site, even though they may not normally be discharged. In addition to discharge reports, the Authority may require information in the form of Wastewater Discharge Permit Applications and self-monitoring reports."

Dated: August 7, 2006

**RESOLUTION ESTABLISHING RULES AND REGULATIONS FOR THE DISCHARGE OF
WASTEWATER INTO THE TREATMENT WORKS OF THE
SECAUCUS MUNICIPAL UTILITIES AUTHORITY**

WHEREAS, the SECAUCUS MUNICIPAL UTILITIES AUTHORITY (hereinafter "Authority") is a public body, duly formed under the Municipal and County utilities Authority Law, constituting Chapter 183 of the Laws of 1957, as amended (Chapter 148 of Title 40 of the New Jersey Statutes Annotated) and possesses the powers set forth therein; and

WHEREAS, the federal "Clean Water Act Amendments of 1977," as amended, 33 U.S.C. 1251 et seq. (1986), the New Jersey "Water Pollution Control Act," N.J.S.A. 58:10A-1 et seq. (West 1982), and the New Jersey "Pretreatment Standards for Sewerage, etc.," N.J.S.A. 58:11-49 et seq. (West 1982), have resulted in a program of cleaning up our nation's water; and

WHEREAS, the Town of Secaucus through the auspices of the Authority has already made and will continue to make a substantial financial investment in their wastewater treatment system to achieve the goals of the Acts; and

WHEREAS, the Authority seeks to provide for the use of its Treatment Works by industries served by it without impairment of their normal function of collecting, treating and discharging domestic Wastewater, and without the discharge by the Authority Treatment Works of pollutants which would violate the discharge allowed under its New Jersey Pollutant Discharge Elimination System (NJDES) permit and the applicable rules of any governmental authorities with jurisdiction over such discharges; and

WHEREAS, the Authority has adopted on December 7, 1981 Sewer Use Rules and Regulations which had been incorporated into the Town of Secaucus Code section A163-43; and

WHEREAS, the Authority's Engineers have prepared revised Sewer Use Rules and Regulations adopted by the Authority on September 8, 1997; and

WHEREAS, the Authority and the Authority's Engineers have reviewed and updated the Sewer Use Rules and Regulations as required, and have submitted the documents to the New Jersey Department of Environmental Protection for approval; and

WHEREAS, the New Jersey Department of Environmental Protection has accepted the updated Sewer Use Rules and Regulations.

NOW, THEREFORE, BE IT RESOLVED that the Authority has adopted the revised Sewer Use Rules and Regulations as approved.

Dated: July 12, 2004

**RESOLUTION ESTABLISHING RULES AND REGULATIONS FOR THE DISCHARGE OF
WASTEWATER INTO THE TREATMENT WORKS OF THE
SECAUCUS MUNICIPAL UTILITIES AUTHORITY**

WHEREAS, the SECAUCUS MUNICIPAL UTILITIES AUTHORITY (hereinafter "Authority") is a public body, duly formed under the Municipal and County utilities Authority Law, constituting Chapter 183 of the Laws of 1957, as amended (Chapter 148 of Title 40 of the New Jersey Statutes Annotated) and possesses the powers set forth therein; and

WHEREAS, the federal "Clean Water Act Amendments of 1977," as amended, 33 U.S.C. 1251 et seq. (1986), the New Jersey "Water Pollution Control Act," N.J.S.A. 58:10A-1 et seq. (West 1982), and the New Jersey "Pretreatment Standards for Sewerage, etc.," N.J.S.A. 58:11-49 et seq. (West 1982), have resulted in a program of cleaning up our nation's water; and

WHEREAS, the Town of Secaucus through the auspices of the Authority has already made and will continue to make a substantial financial investment in their wastewater treatment system to achieve the goals of the Acts; and

WHEREAS, the Authority seeks to provide for the use of its Treatment Works by industries served by it without impairment of their normal function of collecting, treating and discharging domestic Wastewater, and without the discharge by the Authority Treatment Works of pollutants which would violate the discharge allowed under its New Jersey Pollutant Discharge Elimination System (NJDES) permit and the applicable rules of any governmental authorities with jurisdiction over such discharges; and

WHEREAS, the Authority has adopted on December 7, 1981 Sewer Use Rules and Regulations which had been incorporated into the Town of Secaucus Code section A163-43; and

WHEREAS, such December 7, 1981 Sewer Use Rules and Regulations are in need of revision to bring the same into compliance with changed federal and state laws and regulations; and

WHEREAS, the Authority's Engineers have prepared revised Sewer Use Rules and Regulations to comply with existing law and regulation; and

WHEREAS, the Authority has made the new Sewer Use Rules and Regulations available to the Town of Secaucus for its comments.

NOW, THEREFORE, BE IT RESOLVED that the Authority adopt Sewer Use Rules and Regulations of the form as attached hereto, replacing all prior rules and regulations for sewer use heretofore adopted by the Authority.

Dated: September 8, 1997

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SECTION I: GENERAL PROVISIONS

1.1 PURPOSE

Rules and Regulations set forth uniform requirements for all discharges into the Secaucus Municipal Utilities Authority (hereafter the Authority) wastewater treatment plant and all sewers tributary thereto; and enables the Authority to comply with all applicable State and Federal rules and regulations pertaining to wastewater treatment and Industrial Pretreatment Program (IPP). The objectives of these rules and regulations are:

- (a) To prevent the introduction of pollutants into the Authority's wastewater treatment plant and all sewers tributary thereto, which will interfere with the operation of the treatment plant, including interference with the use or disposal of the municipal sludge;
- (b) To prevent the introduction of pollutants into the Authority's wastewater treatment plant and all sewers tributary thereto, which will pass through the system, inadequately treated, into receiving waters or the atmosphere, or otherwise be incompatible with the system;
- (c) To improve opportunities to recycle and reclaim municipal and industrial wastewater and sludges;
- (d) To control/regulate volume of wastewater discharged to the Authority's wastewater treatment plant;
- (e) To develop, implement and recover sewer charges, sewer surcharges, Industrial Pretreatment Program (IPP) fees and/or other costs necessary to maintain proper operation of the Authority's wastewater treatment plant.

1.2 APPLICABILITY

These rules and regulations shall apply to persons who, by contract or agreement, discharge wastewater to the Authority's wastewater treatment plant and all sewers tributary thereto. These rules and regulations shall replace the previous sewer regulations.

1.3 ADMINISTRATION

Except as otherwise provided herein, the Authority's Executive Director shall administer, implement and enforce these Rules and Regulations. Any powers granted to or duties imposed upon the Authority's Executive Director may be delegated by him to persons acting in the beneficial interest of the Authority.

These rules and regulations authorize monitoring and enforcement activities, require reporting by Industrial Users and provide for regulation of discharges to the Authority's wastewater treatment plant through enforcement of general requirements for all Users, consistent with the New Jersey Water Pollution Control Act, N.J.S.A. 58:10A-1, et seq., and the regulations promulgated pursuant thereto, as well as, the New Jersey's Act concerning Pretreatment of Industrial Wastewater, which establishes standards for sewage, etc., set forth at N.J.S.A. 58:11-49 et seq.

SECTION II: DEFINITION / ABBREVIATIONS

Authority: See the Secaucus Municipal Utilities Authority.

Average Limitation (Weekly or Monthly): The highest allowable average of “daily discharges” over a time period (weekly or monthly) calculated as a sum of all daily discharges measured during the period (weekly or monthly) divided by the number of daily discharges measured during the time period (weekly or monthly).

Best Management Practices (BMP's): Schedules of activities, prohibitions of practices, maintenance procedures and other management procedures to prevent or reduce the pollution of “Waters of the State”. BMP's also include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material, product or waste storage.

Best Professional Judgment (BPJ) (Limitations): A limitation determined or a condition imposed on a case-by-case basis on any pollutant, combination of pollutants, or practice(s) which is determined necessary to carry out the provisions of the Federal and State Acts. (Such limitations are specifically authorized by Section 402(a)(1) of the Federal Act and Section 6 of the State Act).

Biochemical Oxygen Demand (BODs): The quantity of oxygen utilized in the biochemical oxidation of organic matter for five (5) days at 20°C expressed in terms of milligrams per liter (mg/L) in accordance with an approved test procedure.

Bypass: The anticipated or unanticipated intentional diversion of waste streams from any portion of a treatment system or the normal discharge route.

Carbonaceous Biochemical Oxygen Demand (CBODs): The quantity of oxygen utilized in the biochemical oxidation of the carbonaceous organic matter for five (5) days at 20°C expressed in terms of milligrams per liter (mg/L) in accordance with an approved test procedure.

Categorical Industrial User (CIU): A User subject to categorical standards in accordance with the EPA General Pretreatment Standards (40 CFR Part 403) and other industry specific standards codified in 40 CFR Chapter I, Subchapter N (in 40 CFR 404 through 40 CFR 699).

Categorical Standards: Pretreatment Standards as codified in 40 CFR, Chapter I, Subchapter N specifying quantities, concentrations of pollutants or pollutant properties which may be discharged or introduced to a POTW by existing or new Industrial Users in specific industrial subcategories.

Chemical Oxygen Demand (COD): A measure of the oxygen-consuming capacity of inorganic and organic matter present in water or wastewater expressed as the amount of oxygen consumed from a chemical oxidant in accordance with an approved test procedure.

Chlorine Demand: The difference between the amounts of Chlorine added to water, sewage or industrial wastes and the amount of Residual Chlorine remaining at the end of a 20-minute contact period at room temperature.

Clean Water Enforcement Act (CWEA): The New Jersey Clean Water Enforcement Act as implemented on July 1, 1991, under New Jersey Water Pollution Control Act N.J.S.A. 58:10A-1 et seq., and thereafter.

Combined Sewer: A sewer system that is designed to carry sanitary sewage at all times and that also is designed to collect and transport storm water and surface runoff.

Compatible Pollutant: Biochemical oxygen demand, suspended solids, pH and fecal coliform bacteria, and such additional pollutants as are (or in the future be) specified and controlled in the Authority's NJPDES permits, where the POTW is designed to treat such pollutants and, in fact, does treat such pollutants to the degree required by the NJPDES permit.

Composite Sample: A sample consisting of several portions of a discharge collected during a specified time period and combined to make a representative sample in accordance with an approved procedure.

Confidentiality Claim: A claim or allegation that information is entitled to confidential treatment because such information constitutes a trade secret or proprietary information.

Consistent Removal: A uniform reduction in the amount of a pollutant or alteration of the nature of the pollutant by the wastewater treatment system to a less toxic or to a harmless state, as measured according to the procedures set forth in 40 CFR 403.7 of the "General Pretreatment Regulations for Existing and New Sources of Pollution".

Contaminant: Any physical, chemical, biological or radiological substance or matter in water.

Control Authority: The agency responsible for regulating dischargers to the sewer system, including (i) NJDEP for dischargers who fall under the definition of Significant or Categorical Industrial Users (SIU or CIU); or (ii) the SMUA for dischargers who fall under the definition of "Other Dischargers" and are not SIU or CIU.

Continuous Discharge: A discharge which occurs without interruption throughout the operating hours of the facility, except for infrequent shutdowns for maintenance, process changes or other similar activities.

Conventional Pollutant: Those pollutants designated under the authority of Section 304(b)(4) of the Federal Act.

Cooling Water: Any water used for the purpose of carrying away excess heat and which may or may not contain biocides or other chemicals used to control biological growth or other additives to protect the system against corrosion, scaling, or the like.

Daily Discharge (Limitation): Discharge of pollutant measured during a calendar day or 24 hour period that reasonably represents the calendar day for the purpose of sampling. For pollutants with limitations expressed in units of mass, the "daily discharge" is calculated as the total mass of pollutant discharged over the day. For pollutants with limitations expressed in units of measurement (concentration), the "daily discharge" is calculated as the average measurement (concentration) of pollutant discharged over the day.

Discharge: An intentional or unintentional action or omission resulting in the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of a pollutant into the sewer system, into the waters of the State or onto the land or into wells from which the pollutant might flow or drain into the waters of the nation.

Discharge Monitoring Report (DMR): A report form approved by the NJDEP or the Authority and used for the reporting of self monitoring results by a permittee for information generated on the regulated discharge point sources. a.k.a. Self Monitoring Report (SMR) or Periodic Monitoring Report.

Domestic (Sanitary) Wastewater: The liquid wastes or liquid-borne wastes (i) arising from the non-commercial preparation; cooking, and handling of food, home laundries; and/or (ii) containing human excrement or similar matter from sanitary conveniences (toilet, bathrooms) of dwellings, commercial buildings, industrial facilities and/or institutions.

Effluent Data: Information with reference to any source of discharge of any pollutant, as defined below:

- (1) Information necessary to determine the identity, amount, frequency, concentration, temperature, or other characteristics (to the extent related to the water quality) of any pollutant which has been discharged by the source (or any pollutant resulting from any discharge from the source) or any combination of foregoing; and
- (2) Information necessary to determine the identity, amount, frequency, concentration, temperature, or other characteristics (to the extent related to the water quality) of the pollutants which, under an applicable standard or limitation, the source was authorized to discharge (including to the extent necessary for such purpose, a description of the manner or rate of operation of the source); and
- (3) A general description of the location and/or nature of the source to the extent necessary to identify the source and to distinguish it from other sources (including to the extent necessary for such purposes, a description of the device, installation, or operation constituting the source); and
- (4) Notwithstanding the above, the following information shall be considered to be "effluent data", only to the extent necessary to allow the Authority to disclose publicly that a source is (or is not) in compliance with an applicable standard or limitation, or to allow the Authority to demonstrate the feasibility, practicability, or attainability (or lack thereof) of an existing or proposed standard or limitation:
 - (i) Information concerning research, or the results of research, or installation (or any component thereof) which was produced, developed, installed or used only for research purposes;
 - (ii) Information concerning any material, product, method, device, or installation (or any component thereof) designed and intended to be marketed or used commercially but not yet so marketed or used.

Effluent Limitation: Any restriction on quantities, quality, discharge rates or concentration of chemical, physical, thermal, biological and other constituents of pollutants established by a permit, or imposed as an interim enforcement limit pursuant to an Administrative Order or Consent Order.

Emergency: A situation which, in the opinion of the Executive Director or delegated representative, may cause interference and/or pass through, damage to the sewer system or present a health hazard to the personnel, the general public, or the environment.

EPA (USEPA): The United States Environmental Protection Agency.

Executive Director: The Executive Director of the Secaucus Municipal Utilities Authority. Any powers granted to or duties imposed upon the Authority's Executive Director may be delegated by him to persons acting in the beneficial interest of the Authority.

Existing User or Existing Source: A User discharging to the Authority Sewer System prior to effective date of these regulations and who is not classified as a "New Source", including existing discharges which are not currently permitted.

Flow Rate: The volume per time unit given to the flow of a fluid which emerges from an orifice, pump, or

turbine, or passes along a conduit or channel.

Garbage: Solid waste from the domestic and commercial preparation, cooking, dispensing, handling, storage and/or sale of food.

Grab Sample: An individual sample taken from a waste stream without regard to flow or time, over a period of time not exceeding 15 minutes.

Hazardous Pollutant: (1) Any toxic pollutant; (2) Any hazardous substance as defined pursuant to section 3 of P.L. 1976, c.141 (NJSA 58:10-23.11); (3) Any substance regulated as a pesticide under the Federal Insecticide, Fungicide and Rodenticide Act, 7 USC §136 et seq.; (4) Any substance the use or manufacture of which is prohibited under the Federal Toxic Substances Control Act, Pub. L. 94-469 (15 USC §2601 et seq.); (5) Any substance identified as a known carcinogen by International Agency for Research on Cancer; or (6) Any hazardous waste as designated pursuant to section 3 of P.L. 1981, C.279 (NJSA 13: IE-1) or the "Resource Conservation and Recovery Act", Pub. L. 94-580 (42 USC §6901 et seq.).

Hazardous Substance: Any substance designated under 40 CFR Part 116 pursuant to Section 311 of the Federal Act, the "Spill Compensation and Control Act" NJSA 58: 10-23.11 et. seq., or Section 4 of the State Act.

Hazardous Waste: Any waste that is defined or identified as a hazardous waste pursuant to the "Solid Waste Management Act", NJSA 13:IE-1 et seq. in NJAC 7:26-8 or pursuant to 40 CFR Part 261.

Holding Tank Waste: Any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

Incompatible Pollutant: Any pollutant which is not a "compatible pollutant", as defined above or which may adversely effect or interfere with the normal efficient wastewater treatment.

Industrial Pollutants: Non-domestic pollutants, including but not limited to, those pollutants regulated under Section 307(a), (b), or (c) of the Federal Act.

Industrial Pretreatment Program (IPP): A program to regulate/control discharge of industrial wastewaters into a POTW to protect a POTW and environment from any adverse impact, including any pass-through to a stream, incompatible discharge, and/or interference with POTW operation and sludge management practices. The program is based upon the Clean Water Act, specifically Federal General Pretreatment Regulations (40 CFR 403). The IPP may be delegated by USEPA to the State and from State to a local agency.

Industrial User: Any person or User who discharges non-domestic wastewater (with or without domestic wastewater) via municipal (sewer) collection systems into a Publicly Owned Treatment System.

Industrial Wastewater: See "Process Wastewater".

Industrial Wastewater Discharge Permit (IWDP): A permit duly issued by the Authority to an Industrial User in accordance with its rules and regulations. Such permit may establish discharge limitations, monitoring and reporting obligations, and other requirements based upon applicable Federal, State and the Authority's rules and regulations.

Interference: The term "interference" means, a discharge which, alone or in conjunction with a discharge, or discharges from other sources:

- (i) Inhibits or disrupts the POTW, its treatment processes or operation, or its sludge processes, use or disposal;
- (ii) Causes the POTW to exceed the treatment process design capacity (volume or strength); or
- (iii) Is a cause of a violation of any requirement of the POTW's NPDES/NJPDES permit (including an increase in the magnitude or duration of a violation) or prevents sewage sludge use or disposal in compliance with the following statutory provisions and regulations or permits issued thereunder (or more stringent State or local regulations): Section 405 of the Clean Water Act, the Solids Waste Disposal Act (SWDA) (including Title II, more commonly referred to as the Resource Conservation and Recovery Act (RCRA), and including State Regulations contained in any State Sludge Management Plan prepared pursuant to Subtitle D of the SWDA), the Clean Air Act, the Toxic Substances Control Act, and the Marine Protection, Research and Sanctuaries Act.

Maximum Daily Discharge Limitation: The highest allowable daily discharge concentration or loading based upon a 24 hour or working hour period, unless defined otherwise in the IWDP.

Modification: An alteration, expansion, equipment replacement, or other change which may reasonably be expected to affect the quantity of the flow or the quality of the effluent discharged to a POTW or Waters of the State.

NJDEP: The New Jersey Department of Environmental Protection.

National Pretreatment Standards or Pretreatment Standards: Any limitation on quantity, quality, rates and/or concentrations of pollutants discharged into a POTW imposed on a User pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. 1251 j, N.J.S.A. 58:11-49 or the Authority Regulations. In cases of conflicting standards or regulations, the more stringent standards shall apply.

New Jersey Pollutant Discharge Elimination System (NJPDES): The New Jersey system for the issuing, modifying, suspending, revoking, reissuing, terminating, monitoring and enforcing discharge permits pursuant to the State Act.

New Source: Any building, structure, facility or installation from which there is or may be a discharge of pollutants, or the construction of which commenced after the adoption the Authority's regulations. (See the USEPA definition of New Source as listed in 40 CFR 403.3(k)).

Non-Contact Cooling Water (NCCW): Water used for cooling purposes (which may or may not contain biocides or other chemicals used to control biological growth or other additives to protect the system against corrosion and/or scaling) which does not come in direct contact with any raw material, intermediate product, waste product or finished product.

Non-Domestic Wastewater: Wastewater which is not classified as domestic wastewater as defined herein and may have generated from, but not limited to, industrial production, industrial/commercial processes, service industries, research and development, cleaning/washing, contaminated groundwater, leaching, etc.

North American Industrial Classification (NAIC) Code: A classification pursuant to the North American Industrial Classification (NAIC) Manual, issued by the Executive Office of the President, Office of Management and Budget.

"Other" Permitted Discharger/User: A user who does not qualify as a Significant Indirect User or

Categorical Discharger, but discharges non-domestic or industrial wastewater and is permitted by the Authority.

Pass-through: A discharge which exits the POTW into the waters of the State in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the Authority's NJPDES permit or other regulations (including an increase in the magnitude or duration of a violation).

Permit: See Industrial Wastewater Discharge Permit (IWDP) or Significant Indirect User (SIU) Permit.

Permit-By-Rule Discharger: A discharger to the Authority's Sewer System who is not a Significant Industrial User, Categorical Discharger, "Other" permitted User or permitted by the Authority by means of an individual discharge permit, but is subject to compliance with prohibitions, discharge limitations and other requirements of the Authority's rules and regulations.

Permittee or Permitted Industrial User: Any User who discharges non-domestic wastewater into the sewer system which is regulated by means of an individual Industrial Wastewater Discharge Permit (as an SIU, Categorical Discharger or "other" permitted User) by the Authority or NJDEP.

Person: Any individual, firm, company, partnership, corporation, association, group or society, including the State of New Jersey and agencies, districts, commissions and political subdivisions created by or pursuant to State law and Federal Agencies, departments, or agent or employee thereto. Person shall also mean any responsible facility or corporate official for the purpose of enforcement under Section 10 of the State Act.

pH: The logarithm (Base 10) of the reciprocal of the concentration of Hydrogen ions in moles per liter of solution. Solutions with a pH greater than 7 are said to be basic (alkaline); solutions with a pH less than 7 are said to be acidic; pH equal to 7 is considered neutral.

Pollutant (includes both hazardous and non-hazardous pollutants): Any dredged spoil, solid waste, holding tank waste, incinerator residue, sewage, garbage, refuse, oil, grease, sewage sludge, munitions, chemical wastes, biological materials, radioactive substance, thermal waste, wrecked or discarded equipment, rock, sand, cellar dirt and industrial, municipal or agricultural waste or other substance discharged directly or indirectly (via POTW) into waters of the State.

Pretreatment: The application of physical, chemical and/or biological processes to reduce the amount of pollutants in, or alter the nature of the polluting properties of wastewater prior to discharging such wastewater into the Authority's treatment plant or all sewers tributary thereto.

Pretreatment Act: The "Pretreatment Standards for Sewerage", NJSA 58:11-49 et seq.

Pretreatment Requirements: Any substantive or procedural requirements (including but not limited to application of physical, chemical and/or biological processes) imposed on a User to reduce the amount of pollutants in the discharge in order to comply with the applicable Federal Categorical Standards, Federal and State Pretreatment Standards and/or discharge limitations imposed under the Authority's rules and regulations.

Pretreatment Standards: See National Pretreatment Standards.

Priority Pollutants: Those pollutants listed pursuant to Section 307(a)(1) of the Federal Act and Section 4 and 6 of the State Act, and/or as listed in Appendix-B of the Authority's regulations.

Process Wastewater: Any water which, during manufacturing or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct, or

waste product. Process wastewater includes, but is not limited to, wastewater from research, production, storage, cleaning/washing, cooling water (other than non-contact cooling water), leachate, etc.

Properly Shredded Garbage: The garbage that has been shredded to such a degree that all particles will be carried freely under the flow in the sewer system.

Public Hearing: A legislative type hearing before representatives of the Authority providing the opportunity for public comment but which does not include cross examination.

Publicly Owned Treatment Works (POTW): Any device or system used in the treatment (including recycling and reclamation) of municipal sewage and/or industrial waste of a liquid nature which is owned and/or operated by a State or Municipality. e.g. the Authority's Wastewater Treatment Plant.

Sanitary Sewer: A sewer which carries domestic and non-domestic wastewater from residential, commercial and industrial facilities together with small quantities of storm, ground and surface waters that are not admitted intentionally.

Scavenger Wastes: The sanitary sewage waste collected from privies, septic tanks, cesspools and/or chemical toilets.

Self Monitoring Report: A report form developed or approved by the Authority and/or NJDEP used for the reporting of self monitoring results by permittee for information generated on the regulated discharge location. a.k.a. Discharge Monitoring Report (DMR) or Periodic Monitoring Report.

Septage: The combination of liquid and solid residues resulting from the treatment of waterborne domestic waste in individual subsurface sewage disposal system.

Serious Violation: An exceedance, at a discharge point source, of an effluent limitation for, set forth in a permit, administrative order, consent order or agreement, including interim enforcement limits, as follows:

- (1) For effluent limitations for pollutants that are measured by concentration or mass:
 - (a) Violations of an effluent limitation that is expressed as a monthly average:
 - (i) By 20 percent or more for a hazardous pollutant;
 - (ii) By 40 percent or more for a nonhazardous pollutant;
 - (b) Violations of an effluent limitation that is expressed as a daily maximum or daily minimum without a monthly average:
 - (i) By 20 percent or more of the average of all of the daily maximum or minimum values for a hazardous pollutant;
 - (ii) By 40 percent or more of the average of all of the daily maximum or minimum for a nonhazardous pollutant;
- (2) The greatest violation of a pH effluent range in any calendar day with violation deviates from the midpoint of the limitation range by at least 40 percent. This excludes any excursions specifically allowed by a permit for the continuous pH monitoring.

Example: In case of the Authority's pH effluent limitation range of 5.0 to 9.5 SU, the midpoint of the

range will be 7:25 SU. Forty percent of 7.25 is 2.9; therefore, if the greatest violation of a pH effluent range for a calendar day has a pH of 4.35 or less or a pH of 10.15 or greater, the violation would be a "Serious Violation";

- (3) Notwithstanding the above, the Authority may utilize, on a case-by-case basis, a more stringent factor for exceedance to determine a serious violation, if the Authority states specific reasons thereof, which may include the potential for harm to human health or the environment; or the conduct, extent or frequency of the violations.

Sewage (Typical Sewage): The liquid wastes or liquid-borne wastes (i) arising from the noncommercial preparation, cooking, and handling of food, home laundries, or (ii) containing human excrement or similar matter from sanitary conveniences (toilet, bathrooms) of dwellings, commercial buildings, industrial facilities and/or institutions.

Sewer System: The Wastewater Treatment Plant of the Authority and all sewers tributary thereto.

Shall: Shall is mandatory, Will is mandatory, May is permissive.

Significant Indirect (Industrial) User (SIU): Any User who meets any one of the following criteria:

- (1) The User who is subject to the Federal Categorical Pretreatment Standards under 40 CFR 403.6 and 40 CFR Chapter I, Subchapter N;
- (2) The volume of industrial process wastewater exceeds 25,000 gallons per day, for any single day;
- (3) The amount of CBOD5, Suspended Solids, NH3 and/or TKN in the industrial process wastewater discharge exceeds the mass equivalent of 25,000 gallons per day of typical domestic waste to the Authority;
- (4) The volume of industrial process wastewater in the discharge exceeds five (5%) percent of the average daily flow to the Authority's Treatment Plant;
- (5) The discharge of industrial process waste contributes, prior to any pretreatment, five (5%) percent or more of the total daily mass loadings to the POTW of any pollutant listed in Appendix-B or Appendix-C of the Authority's regulations;
- (6) The User is determined to be a Hazardous Waste Facility under N.J.A.C. 7:26-12;
- (7) The discharge consists of significant quantities of landfill leachate (pure or diluted) and/or polluted groundwater;
- (8) The User is designated as an SIU by the Authority and/or NJDEP on the basis that the User has a reasonable potential for affecting the Authority's operation or the discharge is of concern to the Authority;
- (9) The User has been found by the Authority and/or the NJDEP to be in violation of any Federal, State or Local discharge or pretreatment standard or requirement, including but not limited to, significant noncompliance as defined in 40 CFR 403.8(f)(2)(viii) or State regulations;
- (10) The Authority and/or the NJDEP determine it would be consistent with the intent of the Pretreatment Act or State Act to require a permit for the discharger.

Significant Indirect User Permit (SIU Permit): A permit duly issued by the NJDEP to an Industrial User in accordance with its rules and regulations. Such permit may establish discharge limitations, monitoring and reporting obligations, and other requirements based upon applicable Federal, State and the Authority's rules and regulations.

Significant Non-Compliance (USEPA Criteria): Any person who commits any of the violations described below, as defined in 40 CFR 403 General Pretreatment Regulations (a more stringent NJ CWEA's SNC criteria may also be used):

- (1) Chronic violations of wastewater discharge limitations, defined here as those in which sixty-six percent (66%) or more of wastewater measurements taken during a six-month period exceed the daily maximum limitation or average limitation for the same pollutant by any amount;
- (2) Technical Review Criteria (TRC) violations, defined here as those in which thirty three percent (33%) or more of wastewater measurements taken for each pollutant parameter during a six month period equals or exceeds the product of daily maximum limitation or average limitation multiplied by the applicable criteria. (1.4 for CBOD5, TSS, Oil & Grease, other nonhazardous parameters; and 1.2 for other hazardous pollutant parameters except pH);
- (3) Any other discharge violation that the Authority and/or NJDEP believes has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of the Authority personnel and/or general public);
- (4) Any discharge of pollutants that the Authority and/or NJDEP believes has caused, alone or in combination with other discharges, imminent endangerment to the public or the environment or has resulted in the exercise of emergency authority to halt or prevent such a discharge;
- (5) Failure to meet, within 90 days of the scheduled date, a compliance schedule milestone contained in a wastewater discharge permit or enforcement order, for starting construction, completing construction, or attaining final compliance.
- (6) Failure to provide within 30 days after the due date, any required reports, including Baseline Monitoring Reports (BMR), 90 days compliance reports, periodic self monitoring reports, and reports on compliance with compliance schedule;
- (7) Failure to accurately report noncompliance;
- (8) Any other violation(s) which the Authority and/or NJDEP determine will adversely affect the operation or implementation of the pretreatment program.

Significant Non-Complier (NJ CWEA Criteria): Any person who commits any of the violations described below, unless the Authority and/or the NJDEP uses more stringent criteria on a case-by-case basis to determine a Significant Non-Compliance and states specific reasons thereof, which may include the potential for harm to human health or the environment:

- (1) A serious violation for the same pollutant (hazardous or non-hazardous) at the same discharge point source, in any two months of any consecutive six month period;
- (2) Exceedance of an effluent limitation expressed as a monthly average for the same pollutant at the same discharge point source, by any amount in any four months of any consecutive six month period;

- (3) For pollutant for which the effluent limitation is not expressed as a monthly average, exceedance of the monthly average of the daily maximums of the effluent limitation for the same pollutant at the same discharge point source by any amount in any four months of any consecutive six month period;
- (4) Any exceedance of an effluent limitation for pH by any amount, excluding the excursions specifically allowed by the permit for the continuous pH monitoring, at the same discharge point source in any four months of any consecutive six month period;
- (5) Failure to submit a completed Discharge (periodic or self) Monitoring Report in any two months of any consecutive six month period;
- (6) Any other violation of an effluent limit that the Authority determines has caused, alone or in combination with other discharges, pass-through or interference at the treatment system; or has caused endangerment to human health, the environment or Authority personnel.

Sludge: The solid residue and associated liquid resulting from physical, chemical and/or biological treatment of wastewater.

Slug: Any discharge of water, wastewater, or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four (24) hour concentration or flow during the normal (average) operation.

Source: Any facility or event from which there is or may be a discharge of pollutants.

Spill: Discharge of unpermitted waste, wastewater, product or other material (intentional or un-intentional) to the sanitary sewer, surface water and/or groundwater.

State: The State of New Jersey.

State Act: The New Jersey Water Pollution Control Act, NJSA 58:10A-1 et. seq. and any amendments thereto.

Standard Industrial Classification (SIC) Code: A classification pursuant to the Standard Industrial Classification Manual, 1972 (as revised) issued by the Executive Office of the President, Office of Management and Budget.

Storm Drain or Storm Sewer: A sewer which is designed to carry and transport storm and surface waters and drainage, but excludes sewage and industrial wastes other than unpolluted water and/or cooling water.

Storm Water: Any flow occurring during or immediately following any form of natural precipitation and resulting therefrom.

Superintendent: The superintendent of the Wastewater Treatment Plant of the Authority or his/her daily appointed representative.

Surcharge: The charges assessed against a User whose discharge exceeds typical domestic concentrations for specified constituents (e.g. CBOD₅, TSS, NH₃, TKN, etc.). The User is specifically authorized by the Authority to discharge these constituents in higher concentrations for a payment of the charges. The surcharge rate represents the Authority's average cost of treatment of the excess load discharged by the User.

Suspended Solids: Shall mean solids that either float on the surface or are in suspension in water, sewage or other liquids, and which are removable by laboratory filtering in accordance with an approved test procedure.

Total Toxic Organics (TTO): A list of volatile organics, acid extractable organics, base/neutral organics, Pesticides and PCB's as listed in Appendix-B of the Authority's regulations and Table-II of Appendix-A of NJPDES regulations 7:14A-4, unless specified otherwise under the Federal Categorical Standards and/or by the Authority.

Toxic Pollutant: Any pollutant identified pursuant to the Federal Act, or any pollutant or combination of pollutants, including disease-causing agents, which after discharge and upon exposure, ingestion, inhalation or assimilation into any organism, either directly or indirectly by ingestion through food chains, may on the basis of information available to the Authority/NJDEP, cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions, including malfunctions in reproduction, or physical deformation, in such organisms or their offspring. Toxic pollutants shall include but not be limited to the pollutants designated under Section 307 of the Federal Act or Section 4 of the State Act.

Trade Secret: The whole or any portion of any scientific, technical or otherwise "proprietary information", on design, process, procedure, formula or improvement which is used in one's business and is secret and of value; and a trade secret shall be presumed to be secret when the owner takes measures to prevent it from becoming available to persons other than selected by the owner to have access thereto for limited purposes. A "Trade Secret" shall not apply to "effluent data" as provided in Section 9(c) of the State Act and as defined in this section.

Treatment Works: Any device or system, whether public or private, used, in collections, transportation, storage, treatment, recycling, or reclamation of municipal or industrial waste of a liquid nature, including: intercepting sewers, outfall sewers, sewage collection system, cooling towers and ponds, pumping, power and other equipment and their appurtenances; extensions, improvements, remodeling, additions, and alterations thereof; elements essential to provide a reliable recycled supply such as standby treatment units and clear well facilities; any other works including sites for the treatment process or ultimate disposal of residues resulting from such treatment. Additionally, "treatment works" means any method or system for prevention, abating, reducing, storing, treating, separating, or disposing of pollutants. Any physical, chemical, biological or other method which alters the characteristics of the wastewater.

Unpolluted Water: Water not containing any pollutants limited or prohibited by the effluent standards in effect, or water whose discharge will not cause any violation of receiving Water Quality Standards, including, but not limited to, potable water, stormwater, uncontaminated non-contact cooling water, uncontaminated groundwater or any other uncontaminated water or wastewater.

Upset: An exceptional incident in which there is unintentional and temporary non-compliance with an effluent limitation or condition because of an event beyond the reasonable control of the permittee, including fire, riot, sabotage, a flood, storm event, natural cause or other act of God, or other similar circumstance, which is the cause of the violation. "Upset" also includes noncompliance consequent to the performance of maintenance operations for which a prior exception has been granted by the Authority or the State. An "Upset" does not include noncompliance to the extent caused by operational error, improperly designed facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

USEPA (EPA): United State Environmental Protection Agency.

User: Any person who discharges, causes or permits the discharge of wastewater into the Authority treatment plant and all sewers tributary thereto.

User Classification: The classification of non-residential Users based upon the 1972 or subsequent addition of the Standard Industrial Classification (SIC) Manual or North American Industrial Classification (NAIC) codes

published by the Federal Office of Management and Budget.

Variance: Any mechanism or provision under Section 301 or 306 of the Act, under 40 CFR 125, in the applicable effluent limitations guidelines, or in the Authority regulations which allows modifications to or waiver of the generally applicable effluent limitations, conditions, or time deadlines.

Wastewater: The liquid and water-carried wastes from dwellings, commercial building, industrial facilities, or institutions, together with any groundwater, surface water, and storm water that may be present, whether treated or untreated, which is discharged into or permitted to enter the treatment works of the Authority.

Wastewater Treatment Plant (WTP): The portion of the Authority Sewer System designed to provide treatment of wastewater, also known as Sewage Treatment Plant (STP) and Publicly Owned Treatment Plant. The WTP term refers to the existing wastewater treatment plant of the Authority.

ABBREVIATIONS

BOD ₅	Biochemical Oxygen Demand (5 days)
CBOD ₅	Carbonaceous Biochemical Oxygen Demand (5 days)
CFR	Code of Federal Regulations
CIU	Categorical Industrial User
COD	Chemical Oxygen Demand
CWA	(Federal) Clean Water Act
CWEA	Clean Water Enforcement Act (of New Jersey)
GPD	Gallons per day
IPP	Industrial Pretreatment Program
IWDP	Industrial Wastewater Discharge Permit (of the Authority)
MGD	Million gallons per day
mg/L	Milligrams per liter
NAIC	North American Industrial Classification code
N.J.A.C.	New Jersey Administrative Code
NJDEP	New Jersey Department of Environmental Protection
NJPDES	New Jersey Pollutant Discharge Elimination System
N.J.S.A.	New Jersey Statutes Annotated
NPDES	National Pollutant Discharge Elimination System
POTW	Publicly Owned Treatment Works
ppb	Parts per billion
ppm	Parts per million
SIC	Standard Industrial Classification
SIU	Significant Industrial User
SMUA	Secaucus Municipal Utilities Authority
STP	Sewage Treatment Plant
TDS	Total Dissolved Solids
TKN	Total Kjeldahl Nitrogen
TSS	Total Suspended Solids
TTO	Total Toxic Organics
US EPA (EPA)	United State Environmental Protection Agency
ug/L	Microgram per liter
WTF	Wastewater Treatment Plant

SECTION III: ADMINISTRATION

3.1 INDUSTRIAL/NON-DOMESTIC WASTEWATER DISCHARGES

No person shall discharge any non-domestic waste or wastewater, directly or indirectly, into the Authority Wastewater Treatment Plant and all sewers tributary thereto, without properly securing an approval from the Authority and/or NJDEP, as outlined herein. The person shall demonstrate that the waste or wastewater discharge will comply with the Authority Rules and Regulations promulgated herein and other applicable Federal and State pretreatment regulations.

The use of Authority's treatment plant and all sewers tributary thereto, shall be strictly limited and restricted to receiving and accepting the sewage and industrial wastewater and other wastes generated and discharged from, real property lying within the boundaries of the Authority's service area. However, sewage, industrial wastewater, sewage treatment plant sludge and other wastes generated outside the Authority's service area may be received and accepted under conditions and duration as may be established by the Authority.

Sewage, industrial wastewater and other wastes will be accepted into the Authority Sewer System at point(s) of connection and under conditions approved by the Authority.

3.2 EXISTING INDUSTRIAL/NON-DOMESTIC DISCHARGER

A User currently regulated by the NJDEP and/or by the Authority for its discharge to the Authority Sewer System, shall comply with its existing permit limits and requirements. Non-permitted existing dischargers shall also comply with all requirements of these rules and regulations under the Permit-By-Rule provisions

3.3 NEW INDUSTRIAL/NON-DOMESTIC DISCHARGER

Any building, structure, facility or installation, from which there *is* or may be a discharge of pollutants which may be classified as non-domestic, or the construction which commenced after the promulgation of the Authority Rules and Regulations (and/or which meets the USEPA definition of a New Source as defined in 40 CFR 403 regulations), shall secure an approval from the Authority and/or the NJDEP prior to commencement of the discharge. The person shall demonstrate that the all necessary steps are being taken to ensure that the proposed discharge will be in compliance with the Authority Rules & Regulations and the proposed discharge will meet the discharge limitations and other requirements, within the shortest feasible time but no later than ninety (90) days of commencement of the discharge.

3.4 DISCHARGE CATEGORIES

For the purpose of simplification and management of discharges to the Authority sewer system, all discharges have been divided into three categories:

(i) Category 1: Industrial/Commercial Discharge:

This discharge category is composed of a discharge from an industrial or commercial facility which contains non-domestic discharge, with or without domestic discharge. Based on quantity and quality of the discharge, the User will be subject to acquiring a SIU Permit from NJDEP or an individual permit (IWDP)

from the Authority. All industrial/commercial facilities shall submit a permit application at least 90 days prior to commencement of the discharge to NJDEP, with a copy to the Authority. Based upon the submitted information (and any additional subsequent information), the NJDEP and the Authority shall decide whether a permit shall be issued for the discharge. A user which falls under the classification of Significant or Categorical (SIU or CIU) Discharger shall be regulated by the NJDEP. The Authority has an option to regulate and/or monitor the SIU or CIU for compliance assessment, in addition to the NJDEP. Industrial and commercial dischargers classified as "Other Dischargers" shall be regulated or monitored by the Authority.

(i) **Category 2: Permit-By-Rule Discharge:**

A person who discharges non-domestic wastewater to the Authority sewer system in such a quantity and quality which, in the sole decision of the Authority, currently is not of concern to the Authority and does not require an individual IWDP, shall be regulated under the Permit-By-Rule provisions. Under the Permit-By-Rule category, neither the NJDEP nor the Authority will issue an individual permit (SIU or IWDP) to such a User, and no periodic analysis or reporting will be required. However, a Permit-By-Rule discharger shall comply with all prohibitions, discharge limits and other conditions of the Authority's regulations.

The Authority has listed the threshold concentrations in Section 6.3 the regulations to trigger issuance of a discharge permit (IWDP) by the Authority if effluent sampling data collected by the discharger and/or the Authority shows the discharge exceeding any of the threshold concentration. The Authority may require a discharger to collect effluent sample and submit data, without issuing an IWDP by the Authority, if the effluent data continue to show the discharge quality below the threshold concentrations listed in Section 6.3. If the discharge quality exceeds any threshold concentration, the discharger shall be required to apply for and secure an IWDP from the Authority.

(ii) **Category 3: Domestic Discharge:**

This category is applicable to persons whose discharge is limited to domestic wastewater only (e.g. household discharges). A person who falls under this category will not be subject to any regular sampling, discharge limitations or other permit requirements. If by random check or other means, the Authority determines that the User or the discharge is not in compliance with the Authority's regulations or other applicable environmental regulations or the discharge is of concern to the Authority, the User may be required to apply for and secure a permit from the Authority.

3.5 PERMIT-BY-RULE CRITERIA

All non-domestic dischargers who are not required by the Authority to acquire a permit based on their wastewater quality or quantity, shall be regulated by Permit-By-Rule. Under Permit-By-Rule criteria, the User will not be issued a permit. However, the User shall comply with prohibitions, discharge limitations and other requirements of the Authority Rules and Regulations and other applicable State and Federal pretreatment regulations. If by random check or other means, the Authority determines that the User or the discharge is not in compliance with the Authority's regulations or other applicable environmental regulations or the discharge is of concern to the Authority, the User may be required to apply for and secure an individual SIU from NJDEP or IWDP from the Authority. The Authority has Right to require industrial dischargers to monitor the discharge from the site.

3.6 INDEMNIFICATION

A non-domestic User may be required by the Authority to indemnify and save harmless the Authority for any

expense, loss or damage occasioned upon the Authority, by actions of the Permittee. Those costs include, but are not limited to the following:

- (1) Any cost incurred by the Authority in treating, removing, correcting, preventing or terminating any adverse effects upon the treatment process or operations;
- (2) Any increase in the cost of sludge processing or disposal due to the discharge;
- (3) Any fines or penalties assessed against the Authority for such violations of its permits which primarily results from discharges from the User;
- (4) Reasonable costs of any investigation, inspection, monitoring or survey which leads to the establishment of a violation of the IWDP or SIU permit and reasonable costs of preparing and litigating any action successfully concluded against the User for such violation;
- (5) Any other actual or compensatory damages to the Authority resulting from the discharge.

3.7 CONFIDENTIAL INFORMATION AND PUBLIC ACCESS

Information and data collected in the records of the Authority or under the Industrial Pretreatment Program, including the Industrial User's permits, permit application, actual and proposed discharges, effluent data, inspection reports, monitoring data, and any other data not classified as confidential by the Authority, shall be made available to the public, upon request, for inspection and duplication, for a nominal charge.

The Authority shall protect from disclosure any information, upon demonstration by any person or User, that the information if made public would divulge information, processes or methods entitled to protection as trade secrets or due to reasons of business confidentiality as that term is defined and applied in 40 CFR Part 2. The Authority's decision on the claim of confidentiality shall be made in accordance with the State Regulations discussed under the New Jersey Pollutant Discharge Elimination System, N.J.A.C. 7:14A-11 seq. and other applicable regulations.

3.8 OTHER REGULATORY REQUIREMENTS

Nothing in these regulations or the SIU Permit issued by NJDEP or the IWDP issued by the Authority shall be construed to relieve the person from compliance with rules and regulations of any other governmental agency or authority having jurisdiction on the person, including but not limited to, USEPA, NJDEP, the Authority and Hudson County.

SECTION IV: NEW SEWER & SEWER EXTENSION

4.1 COMBINED SEWERS:

The Authority prohibits the construction and use of new combined sewers or extensions to the existing combined sewers tributary to the Authority Sewer System.

4.2 NEW SEWERS & SEWER EXTENSIONS:

All new sewers, sewer extensions and appurtenances tributary to the Authority Sewer System shall be properly designed, constructed and tested in accordance with the appropriate and latest standards as set forth by the Authority and NJDEP.

4.3 APPROVAL OF SEWERS & APPURTENANCES:

Plans and Specifications for new sewers, sewer extensions and appurtenances, except building sewers, shall be approved in writing by the Authority prior to start of construction. The construction shall be performed in accordance with the plans and specifications approved by the Authority. Results of leakage tests shall be submitted to the Authority during construction. Furthermore, any new sewer or sewer extension shall comply with all applicable requirements of the Authority and NJDEP regulations regarding the sewer connection, sewer extension and treatment work approval permits. The owner shall be responsible for the installation, and maintenance of the sewer lateral from the building structure to the connection to the Authority's interceptor or sewer main.

4.4 PROHIBITED CONNECTIONS:

No down-spout, leader, gutter or pipe, drain or channel which may at any time carry cooling water, storm water, surface water, groundwater or other uncontaminated water; nor any drain from any catch basin, lake, swamp, pond, or swimming pool, shall be connected to the Authority Sewer System.

SECTION V: PROHIBITED DISCHARGES

5.1 GENERAL PROHIBITIONS

A User shall not introduce into the Authority Wastewater Treatment Plant and/or any sewers tributary thereto, any pollutant(s) which cause pass-through and/or interference. The general prohibition and specific prohibitions listed in the following sections apply to User introducing pollutants into the Authority Sewer System whether or not the User is subject to National Pretreatment Standards or any other Federal, State or Authority's pretreatment regulations.

5.2 AFFIRMATIVE DEFENSES

A User shall have an Affirmative Defense in any action brought against it alleging a violation of the general prohibitions established in Section 5.1 above, where the User can demonstrate that:

- (1) It did not know or have reason to know that its discharge, alone or in conjunction with other discharges from other sources, would cause Pass-through or Interference; and
- (2) (a) A local limit designed to prevent Pass-through and/or Interference as the case may be, was developed in accordance with the approved USEPA and/or State pretreatment procedures and public participation criteria was complied with; and the User was in compliance with each such local limit directly prior to and during the Pass-through and interference; or

(b) The User's discharge directly or indirectly prior to or during Pass-through or Interference did not change substantially in nature or constituents from the User's prior discharge activity when the Authority's treatment plant was regularly in compliance with its NJPDES Permit requirements and, in case of interference, applicable requirements for sewage sludge use or disposal.

5.3 SPECIFIC PROHIBITIONS

No person shall discharge, deposit, cause or allow to be discharged or deposited into the Authority Wastewater Treatment Plant and/or any sewers tributary thereto, any waste or wastewater which causes pass-through, or interference or in anyway contributes to a violation of any of the pollutant parameters regulated under the NJPDES permit or Water Quality Standards; or which contains any of the following:

- (1) Color Materials - wastes with color not readily removable by the treatment plant and/or which may cause, or potentially cause or contribute to causing the treatment plant to exceed Water Quality Standards for the color parameter and/or may cause release of visible color to the surface waters.
- (2) Corrosive Wastes - any waste which will cause corrosion or deterioration of the treatment works or sewer system. Any waste discharged to the Authority Sewer System shall not have a pH value lower than 5.0 or greater than 9.5 Standards Units (SU) at the connection to the Authority Sewer System. Prohibited materials include, but are not limited to, concentrated acids, alkalines, sulfides, chloride and fluoride compounds, and substances which will react with water to form acidic or alkaline products which have a pH value that does not fall within the range stated herein.
- (3) Dilution Water - any water added for the purpose of diluting wastes which would otherwise exceed applicable discharge limit(s).

- (4) Excessive Discharge - wastewater at a flow rate or containing concentrations or quantities of pollutant(s) (e.g. CBOD₅, TSS, NH₃) that, in the judgment of the Executive Director or his/her representative, may cause a treatment process upset, interference or loss of treatment efficiency at the Authority's treatment plant.
- (5) Explosive and/or Flammable Mixtures - liquids, solids or gases which by reason of their nature or quantity are, or may be, sufficient, either alone or by interaction with other substances, to cause fire or explosive condition in any part of the sewer collection or treatment system or be injurious in any other way to the treatment works or to the operation of the works; such materials include, but are not limited to, gasoline, kerosene, naphtha, benzene, toluene, xylenes, ethers, alcohols, ketones, aldehydes, peroxides, chlorates, perchlorates, bromates, carbides, hydrides and sulfides.

A potentially explosive condition is defined as wastestream with a closed cup Flash-Point of less than 140 degrees Fahrenheit or 60 degrees Celsius using the test method specified in 40 CFR 261.21 and/or any atmosphere in which combustible gases or vapors are at a concentration of 10% or more of the Lower Explosive Limit (LEL).

- (6) Hazardous Substance or Hazardous Waste - discharge of any hazardous substance or hazardous waste is prohibited, without a written authorization or a permit (SIU Permit or IWDP) which may contain the maximum allowable concentration limits for the specific hazardous or toxic pollutant.
- (7) Heat - heat in the amounts which will inhibit biological activity in the treatment plant resulting in interferences or causing damage, but in no case heat in such quantities that the temperature of wastewater exceeds 65°C (150°F) at the sewer connection and/or 40°C (104°F) at the Authority Wastewater Treatment Plant influent.
- (8) Improperly Shredded Garbage - garbage that has not been grounded, comminuted or shredded to a such a degree that all particles will be carried freely in suspension under flow conditions normally prevailing in the Authority Sewer System, with no particle size greater than half (1/2) inch in any dimension.
- (9) Medical Wastes - any medical waste or pollutants unless otherwise specifically authorized under the applicable regulations and/or approved by the Executive Director.
- (10) Noxious Materials - pollutants which, either singly or by interaction with other wastes, are malodorous, are capable of creating a public nuisance or hazard to life or health, or are present in sufficient concentrations to prevent entry into the Authority Sewer System for its maintenance and repair.
- (11) Oil & Grease - total oil and grease including petroleum hydrocarbons, cutting oil, mineral oils, fats, wax, grease and/or other oils, whether soluble or emulsified, in excess of 100 mg/L concentration; or containing substances which may solidify or become viscous at temperature between 32°F and 150°F (0°C and 65°C) in the sewer system.
- (12) Radioactive Wastes - radioactive wastes or isotopes of such half life or concentration that they do not comply with regulations or orders issued by the appropriate authority having control over their use and discharge, and/or which will, or may, cause damage or hazards to the treatment plant or personnel operating the system.
- (13) Sludge Interfering Substances - any substance which may cause the treatment plant's sludge to be unsuitable for reclamation and reuse or to interfere with the reclamation process where the POTW is pursuing a reuse and reclamation program. In no case shall a substance discharged into the sewer system cause the treatment plant to be in noncompliance with sludge use or management criteria, guidelines or

regulations developed under Section 405 of the Act or 40 CFR 503; any criteria, guidelines, or regulations affecting sludge use or management developed pursuant to the Solid Waste Disposal Act, the Clean Air Act, the Toxic Substances Control Act, or the New Jersey Sludge Management Regulations, or the New Jersey Statewide Sludge Management Plan.

- (14) Solid or Viscous Wastes - solid or viscous wastes which will or may cause obstruction to the flow in a sewer, or otherwise interfere with the proper operation of the treatment works. Prohibited materials include, but are not limited to: excess oil/grease, improperly shredded garbage, animal guts or tissues, diseased human organs or tissue fluids, paunch manure, bones, hair, hides or fleshings, entrails, whole blood, feathers, ashes, cinders, sand, spent lime, stone or marble dust, metal, glass, straw, shavings, grass clippings, rags, spent grains, spent hops, waste paper, wood, plastic, tar, asphalt residues, residues from refining or processing of fuel or lubricating oil, and similar substances. Other specific materials may be prohibited at the discretion of the Executive Director.
- (15) Stormwater/Groundwater - collected stormwater from precipitation, including surface water and/or groundwater from sump pumps, cellar drains and/or other sources, except as specifically authorized by the Executive Director.
- (16) Toxic Discharge - waters or wastes containing objectionable or toxic pollutants in sufficient quantity, either singly or by interaction with other pollutants, to result in the presence of toxic gases, vapors or fumes within the sewer system in a quantity that may cause worker health or safety problems, to constitute a hazard to humans/animals or environment, to create a toxic effect in the receiving waters of the POTW, to result in pass through, to cause interference with the treatment works plant, or to exceed standards promulgated by the EPA pursuant to Section 307 (a),(b) or (c) of the Act or the NJDEP pursuant to Section 4 of the State Act including, but not limited to, toxic substances listed on Tables II through V in Appendix-A of the NJPDES Regulations, NJAC 7:14A-4.
- (17) Trucked Waste - no trucked or hauled waste, including but not limited to, septic waste, sludge, residual waste/wastewater or other waste shall be discharged directly at the treatment plant or at any discharge point within the sewer system, unless specifically authorized by the Executive Director.
- (18) Unpolluted Wastes - any unpolluted water including, but not limited to, cooling water, unpolluted industrial process water, uncontaminated stormwater, pond/pool water, or potable water, which increases the hydraulic load on the treatment plant, except as specifically authorized by the Executive Director.
- (19) Any waste or wastewater which may cause a hazard to human life or the environment or creates a public nuisance.
- (20) Any other waste which the Executive Director believes may cause Pass-through and/or Interference in the Authority Sewer System and/or is of concern to the Authority.

SECTION VI: DISCHARGE LIMITATIONS & CONDITIONS

6.1 NET/GROSS CALCULATIONS

The permit limitations imposed on an Industrial User, based upon the Authority Rules and Regulations, State Regulations and/or Federal Categorical Standards, may be adjusted to reflect the presence of pollutants in the User's intake water (public potable water supply).

The permittee/industrial User shall submit, to the Executive Director, all data, calculations and other information in support of the request for the adjustment of the permit limitation(s) for the background (intake) concentration. The Executive Director may require additional analysis on the intake water and shall review the treatment plant performance and permit requirements prior to any approval of an allowance for the background concentration. The Authority shall retain the right to deny such an allowance based upon a review of the submitted information, treatment plant performance and/or other circumstances.

6.2 DISCHARGE LIMITATIONS

Any person who discharges, deposits, causes or allows wastewater/waste to be discharged or deposited to the Authority Wastewater Treatment Plant and/or any sewers tributary thereto, and is regulated by the Authority or NJDEP under an SIU permit, IWDP by the Authority or Permit-By-Rule shall comply with the provisions of Prohibited Discharges as stated in Section V. In addition, all dischargers shall also comply with the maximum permissible concentrations established by the Authority on some of the conventional, non-conventional and toxic pollutants that are inhibitory or otherwise of concern to the Authority's Wastewater Treatment Plant or its wastewater/sludge management plan. The maximum discharge limitations for some conventional, non-conventional and toxic pollutants have been established as listed below:

<u>Daily Maximum Permissible Concentrations</u>	
<u>Pollutant</u>	<u>Daily Maximum (1)(2)</u>
BOD	500
CBOD ₅	500 (3)
Total Suspended Solids (TSS)	500 (3)
Oil and Grease (Total)	75
Temperature (in Celsius)	60
pH (in S.U.) (Daily Minimum)	6
pH (in S.U.) (Daily Maximum)	9
Copper (Total)	10.5 micrograms per liter
Lead (Total)	30.0 micro grams per liter
Mercury (Total)	10.0 micro grams per liter
Nickel (Total)	100 micro grams per liter
Zinc (Total)	150 micro grams per liter
Phenols (Total)	.20

- Note (1) All units in mg/L, unless otherwise specified.
- (2) The daily maximum limits are based on a composite sample for the 24 hour or working hour period as approved by the Executive Director and/or NJDEP. However, if the sample collected is a grab type or continuous monitoring, then the daily maximum limit shall become the instantaneous maximum limit for the day.
- (3) Dischargers exceeding CBOD₅, TSS, NH₃, and/or TKN limitations as stated above could request a variance from the Authority, along with concentration and loading data. Based upon the

submitted data and the available treatment plant loadings, the Authority may allow discharge of wastewater with the concentration(s) greater than the limits imposed above, for a payment of sewer surcharges. However, the Authority and/or NJDEP will impose an upper cut-off concentration limit based upon available POTW data and loadings.

With respect to effluent limitations listed in IWDPs, the Executive Director, based upon the information received from the User and/or other sources may grant an allowance for the background potable water concentration to the Industrial User as stated in Section 6.1. In addition, the Executive Director may approve a specific allowance (i.e. mg/L concentration) for background (intake potable) water for the pollutant(s) on a uniform basis for all Users in the Authority Sewer System, if sufficient information on the treatment plant and background (intake potable) water is available to justify such an allowance.

6.3 THRESHOLD CONCENTRATIONS (TRIGGER FOR AN IWDP)

All industrial and commercial dischargers shall comply with the SMUA discharge limits listed under Section 6.2. The Authority may use the threshold concentrations listed below to trigger issuance of the Authority permit (IWDP), if any effluent sampling data collected by the discharger and/or the Authority shows the discharger exceeding any of the threshold concentration. The Authority may require a discharger to collect effluent sample and submit data, without issuing an IWDP by the Authority, if the effluent data continue to show discharge quality below the threshold concentrations as listed here (All units in mg/L, unless otherwise specified):

<u>Pollutant</u>	<u>Threshold Concentrations</u>	
	<u>Daily Maximum Threshold</u>	
CBOD ₅	280	
Total Suspended Solids (TSS)	315	
Ammonia (NH ₃ -N)	24	
Oil and Grease (Total)	100	
Temperature (in Degree-Celsius)	65	
pH (in S.U.) (Daily Minimum)	5.0	
pH (in S.U.) (Daily Maximum)	9.0	
Copper (Total)	1.14	
Lead (Total)	0.92	
Mercury (Total)	0.005	
Nickel (Total)	2.00	
Zinc (Total)	0.70	

6.4 SURCHARGE PROVISION FOR CONVENTIONAL POLLUTANTS

The Executive Director, based on the performance of the Authority Wastewater Treatment Plant and its effluent quality, may allow relaxation of some conventional pollutant discharge limitations, including but not limited to, CBOD₅, BOD and TSS. The relaxation or waiver may include a surcharge fee and/or other restrictions, as necessary. However, no person shall discharge any non-domestic waste or wastewater exceeding the discharge limitations listed in Section 6.2 of these regulations, prior to securing a written variance for these discharge limitations. The surcharge fee schedule shall be established by the Authority on yearly basis or as deemed necessary.

6.5 EXCEPTION, EXEMPTION & SPECIAL AGREEMENT

The local (discharge) limits developed and imposed by the Authority are based upon a "Uniform Concentration Limit Procedure." The Uniform Concentration Procedure uses the most stringent criteria applicable to the Authority's treatment plant and allocates equally the total waste loading that can be handled by its treatment plant among its Industrial Users (after a safety factor) by imposing the uniform concentration limits. However, all Industrial Users do not discharge all pollutants to the maximum allowable levels, thus normally some excess loading may be available for some pollutants. Therefore, the Authority, in consultation with NJDEP if appropriate, may consider an alternate limit(s) for pollutants than imposed in Section 6.2 of these regulations as an exceptional case, under a special agreement. The following issues shall be reviewed by the Authority regarding a request for a variance/exemption from any local limit:

- (1) Based upon review of the Authority treatment plant influent, effluent and sludge data, allowing the exemption will not violate any NJPDES Permit or other regulatory requirements;
- (2) The applicant has considered and exhausted pretreatment options, technical feasibility, operation & maintenance improvements and other control options to comply with the Authority's existing discharge limit(s);
- (3) The applicant is not able to achieve the Authority's existing discharge limit(s) even after implementation of the Best Available Technology (BAT) or the limit(s) are at or below the Method Detection Level (MDL) or Recommended Quantitation Level (RQL) proposed by NJDEP;
- (4) The cost of compliance and/or pretreatment will be very burdensome or fatal to economic survival of the User;
- (5) The exemption will not create any unsafe conditions for the Authority Sewer System or Authority personnel;
- (6) The exemption will comply with the applicable Federal Categorical Standards and any other requirements imposed by NJDEP;
- (7) The User has provided all the supporting document and information requested by the Authority and other information necessary to make determination regarding the exemption;
- (8) The applicant has agreed to any or all costs incur for review, negotiation and approval (or denial) of the exemption by the Authority, its technical consultants and/or by its legal counsel;
- (9) The applicant has agreed to any or all special conditions and requirements imposed by the Authority and/or NJDEP in connection with granting of an exemption including, but not limited to, denial of the exemption in the future if deemed necessary by the Authority.

6.6 ALLOWABLE DISCHARGE FLOW

The Executive Director may impose a discharge flow limitation on a User. Any flow limitation may be based upon the design capacity and treatment capability of the Authority wastewater treatment plant, effluent characteristics of the non-domestic discharge and requirements of the participating municipalities. The flow limitation on a non-domestic discharge may include additional requirements for isolation of uncontaminated stormwater, unpolluted process wastewater and/or other conditions as necessary.

6.7 COMPLIANCE WITH FEDERAL PRETREATMENT REGULATIONS

Industrial Users shall comply with all limitations and other conditions imposed under the Federal "General Pretreatment Regulations" listed under 40 CFR 403. The General Pretreatment Regulations, 40 CFR 403 is hereby incorporated by reference, including all future amendments and supplements thereto.

6.8 COMPLIANCE WITH FEDERAL CATEGORICAL STANDARDS

Upon the effective date of the Federal Categorical Pretreatment Standards for a particular industrial subcategory, the Federal Standard, if more stringent than limitations imposed under these regulations for sources in that subcategory, shall supersede the limitations imposed under these regulations. Affected Users shall comply with such standards within the stated compliance deadline. The Authority and/or State shall attempt to notify affected Industrial Users of the applicable reporting requirements under 40 CFR 403.12, but failure to notify does not relieve such Industrial Users of the obligation to comply with any limits, reporting and/or other requirements. Applicable categories and the Federal Categorical Standard are listed in 40 CFR Chapter I, Subchapter N (including 40 CFR 404 through 40 CFR 699). 40 CFR Chapter I, Subchapter N is hereby incorporated by reference, including all future amendments and supplements thereto.

6.9 FEDERAL AND STATE REQUIREMENTS

Compliance with these regulations does not exempt a User from compliance with any other Federal, State and Local discharge limitations, conditions and other requirements applicable to its operations.

6.10 RIGHT TO REVISE LOCAL LIMITS

The Authority reserves the right to establish by regulation more or less stringent limitations or other requirements on discharges to the Authority Sewer System as deemed necessary to comply with purposes, intent and policies of the Authority.

6.11 NO DISCHARGE DILUTION

No User shall ever increase the use of process water, cooling water or in any other way dilute a discharge as a partial or complete substitution for adequate treatment to achieve compliance with Federal Categorical Pretreatment Standards, State limitations and/or any other discharge limitations or restrictions contained in these regulations.

6.12 BYPASS

- (1) Bypass for Maintenance: A User may allow any bypass to occur which does not cause any effluent limitations or other limitations in these regulations to be exceeded, but only if it is for essential maintenance to assure efficient operation(s).
- (2) Anticipated Bypass: If a User knows in advance of the need for a bypass, the Executive Director shall be notified at least ten (10) days prior to the date of the bypass.
- (3) Unanticipated Bypass: A User shall inform the Executive Director of an unanticipated bypass, as soon as possible, but no later than twenty-four (24) hours of becoming aware of the bypass. A written notice containing information regarding the bypass and actions taken to limit the damage and avoid future occurrence, shall be submitted within five (5) days of becoming aware of the bypass. The notice,

however, shall not be considered a waiver from any penalties assessed for violations associated with the bypass. The Authority may be contacted by telephone at (201) 330-2089 or via Fax at (201) 617-5910 (or as updated). See additional requirements under a Spill/Slug discharge, if applicable.

- (4) The discharger shall comply with all other Federal and State (NJDEP) applicable notification requirements, related to a bypass.

6.13 SLUG/SPILL DISCHARGE

An Industrial User shall immediately, but no later than two (2) hours of becoming aware of the occurrence, notify the Authority via telephone at (201) 330-2089 and/or via Fax at (201) 617-5910 (or as updated) of any spill or slug loading discharge which may cause a pass through or interference at the treatment plant, cause injury to person(s), damage to the environment or pose a threat to human health. Within twenty-four (24) hours thereof (of becoming aware of the occurrence), of a spill, slug discharge, discharge of toxic/prohibited wastes and/or any exceedance of discharge limitation, the User shall provide the Authority and other appropriate authorities with such additional information as estimated volume(s), estimated danger to human(s) and environment and the measures taken or being taken to remediate the problem and to avoid a repetition of the problem. A written report shall follow within five (5) days of the incident or of becoming aware of the incident. These notifications shall not be considered a waiver from any penalties assessed for any violation or clean up cost associated with such discharge(s). The User shall also comply with all other applicable reporting and conditions of the Federal, State and other regulatory agencies regarding the spill/slug discharge.

SECTION VII: DISCHARGE CONDITIONS & PERMIT

A person who discharges non-domestic/industrial wastes or wastewater, directly or indirectly, to the Authority Sewer System shall comply with these rules and regulations. Any User, at the sole discretion of the Executive Director, may be required to submit a permit application. Based upon provisions of these regulations and information provided by the User regarding its discharge, type of industry, flow, wastewater characteristics, etc., the Executive Director and/or the NJDEP shall determine whether the User is to be regulated by a SIU permit, an individual IWDP or Permit-By-Rule provisions. A User who does not comply with the Permit-By-Rule provisions may be required by the Executive Director and/or NJDEP to apply and secure an individual IWDP or SIU Permit. A User classified as a significant or categorical discharger (SIU or CIU) shall be regulated by the NJDEP under its NJPDES rules and regulations. However, the Authority reserves the Right to monitor discharge, review reports and files, and impose fees and additional conditions as necessary.

7.1 EXISTING USERS

A person discharging, directly or indirectly, non-domestic/industrial wastewater to the Authority Wastewater Treatment Plant prior to the effective date of these regulations and who does not meet the criteria of a New Source, as indicated in Section 7.2 below, shall be considered an existing discharger. Within thirty (30) days (unless extended by the Executive Director and/or NJDEP) of the effective date of these regulations, an existing User who is not in compliance with any limitation or condition of these regulations, shall submit a plan and compliance schedule to comply with these regulations.

7.2 NEW SOURCE (NEW USER)

A person who discharges or has proposed to discharge non-domestic wastewater after the effective date of these

regulations and/or who is considered a New Source as defined in Federal Pretreatment Regulations, 40 CFR 403.3(k) shall be considered a new discharger (new User).

The following construction (part of) criteria for a New Source have been adopted from the Federal General Pretreatment Standards, 40 CFR 403.3(k), a construction by a User may be classified as a new source if:

- (1) The construction is carried out at a site at which no other source is located.
- (2) The construction totally replaces the process or production equipment that causes the discharge of pollutants at an existing source.
- (3) The production or wastewater generating processes of the constructed facility are substantially independent of an existing source at the same site.

Any construction at the site of an existing facility that does not meet the above criteria shall not be considered a New Source.

A New Source (new User) shall install all pollution control equipment as necessary to ensure compliance with the effluent limitations as stated in these rules and regulations. A New Source shall achieve compliance with the Authority's effluent limitations and other applicable standards within the shortest time frame possible, but not to exceed 90 days after commencement of the discharge. Interim discharge limitations may be established by the Executive Director and/or the NJDEP for the start-up period, if necessary.

7.3 PERMITTING PROCEDURES

- (1) The Municipality shall require a User in its jurisdiction to obtain approval from the Authority as prerequisite to issuance of a Certificate-Of-Occupancy to a non-residential establishment connected or connecting to the Authority Sewer System. A new Certificate-Of-Occupancy shall be required for changes in the user's non-domestic discharges.
- (2) It shall be unlawful for a User to discharge non-domestic wastewater to the Authority Sewer System except in accordance with limitations, conditions and other requirements established by the Authority.
- (3) A person discharging non-domestic wastewater to the Authority Sewer System shall submit an IWDP application to the Executive Director, as well as, a Supplemental Non-Domestic Sewer Use Information form – SMUA Forms C and D. The permit application forms are available from the Authority and are contained herein. Based on the information submitted by the User, the Executive Director shall determine whether the User shall require an individual permit (SIU or IWDP) or be regulated by Permit-By-Rule provisions. Issuance of an individual permit (SIU or IWDP) may be based upon a determination by the Executive Director that the User is a SIU, CIU, "Other" permitted discharger or that the discharge is in any manner a concern to the Authority.
- (4) An existing non-domestic User shall apply for a permit (SIU or IWDP) within 30 days (unless extended by the NJDEP or Executive Director respectively) after the effective date of these regulations, unless a permit is already in place. The Authority may modify an existing permit issued to a User to comply with requirements of these rules and regulations.
- (5) A new non-domestic User (New Source) may not connect or discharge to the Authority Sewer System unless an SIU permit or IWDP or a discharge approval has been obtained from the NJDEP or the Authority. A New Source shall apply for the permit at least 180 days prior to the proposed date of

commencement of the discharge. The new User (New Source) shall plan and/or install all necessary pollution control equipment to comply with the discharge limitations and requirements of these regulations and the permit, within the shortest time frame possible but no later than 90 days after commencement of the discharge. Interim discharge limits may be established by the NJDEP or Executive Director, as applicable, for the start-up period on a case-by-case basis, if necessary.

- (6) A User required to obtain a permit shall complete and file with the Authority, an application on the forms prescribed by the NJDEP and/or the Authority, along with the fee and other requirements. After acceptance and evaluation of the permit application data and any supplemental information furnished by the User, the Authority may issue an IWDP subject to terms and conditions provided herein.
- (7) Within sixty (60) days of receipt of the permit application, the Authority shall report its decision regarding the acceptance or denial of discharge to the Sewer System. If the Authority intends to issue an individual permit (IWDP) to the User, the User shall be classified as an SIU, CIU or "Other" permitted discharger. SIU permittees shall be referred to NJDEP for further action and other permits shall be issued within 180 days of receipt of the permit application.
- (8) A permit (IWDP) issued by the Authority shall contain, but not limited to, discharge limitations, sampling & reporting requirements and other permit conditions listed in Section 7.6 herein. The permit shall contain information regarding the Authority right to assess civil penalties for violation of the permit and/or the Authority's rules and regulations.
- (9) The Authority shall provide an opportunity to the User and general public to comment on the proposed (draft) permit issued by the Authority, by issuing a public notice.
- (10) The Authority shall also provide the User an opportunity to adjudicate the permit and/or to request a hearing, after issuance of the final permit. If any terms or conditions of the final permits are not acceptable, the User within thirty (30) days of the issuance of the final permit shall adjudicate the permit, request stay of the permit condition(s) and/or submit a hearing request to the Authority, along with all supporting data and information. A hearing may be scheduled within 45 days of the receipt of the User's request. A Stay of the permit shall be limited to the permit limits or conditions adjudicated by the User, not the entire permit. Any permit adjudication, stay and/or hearing request will be processed in accordance with the NJDEP (NJPD&ES) regulations and guidelines.

7.4 WASTEWATER DISCHARGE DATA DISCLOSURE

A non-residential User who discharges, or proposes to discharge domestic, industrial and/or other wastes/wastewater to the Authority Sewer System shall complete and file with the Executive Director a disclosure declaration in the (application) forms prescribed by the Authority. An existing User (with no existing permit or approval from the Authority) may be required to submit the disclosure forms prescribed by the Authority within thirty (30) days or a time frame as established by the Authority after the effective date of these regulations. A New Source (new User) shall submit the disclosure forms at least 180 days prior to proposed commencement of the discharge on the disclosure forms prescribed by the Authority.

7.5 PERMIT APPLICATION & DATA SUBMISSION

The Authority, after review of information submitted under Section 7.4 above, may require a User to complete and submit a permit (SIU) application prescribed by the NJDEP directly to the NJDEP. An existing User (with no existing permit or approval from the Authority) may be required to submit the application form within thirty

(30) days (unless extended by the NJDEP) after the effective date of these regulations. A New Source (new User) shall submit the permit application at least 180 days prior to proposed commencement of the discharge.

7.6 TERMS & CONDITIONS OF AN INDUSTRIAL WASTEWATER DISCHARGE PERMIT

An IWDP issued by the Authority shall be expressly subject to all provisions of these regulations and other applicable regulations; User charges and fees which are in effect or which may be established by the Authority. An IWDP may include, but not limited to, the following provisions and terms:

1. Limitations on the characteristics and quantities of wastes and the rate of flow permitted from the premises. The limits shall be based upon the SMUA, Federal General Pretreatment or Categorical and/or State regulations;
2. Requirements regarding duration of the permit, permit modifications, permit renewal, non-transferability of the permit.
3. Installation and maintenance by the permittee at his own expense of: facilities or equipment for intermittent or continuous measurement of sewage, industrial wastes or other wastes discharged; detention tanks or other facilities or equipment for reducing the maximum rate of discharge; pretreatment and flow control facilities; sampling manhole(s); grease, oil and sand interceptors, separators or traps, etc.;
4. Submission to and approval by the Authority of plans & specifications for any of the facilities or equipment required to be installed and maintained by the permittee, and compliance schedules for the installation and maintenance of these facilities;
5. Maintenance and retention of appropriate records of all measurements made by the permittee of sewage, industrial wastes or other wastes as specified by the Authority and affording the Authority access thereto;
6. Submission to the Authority of periodic reports setting forth adequate data upon which the acceptability of the sewage, industrial wastes or other wastes may be determined subsequent to the commencement of operation of any pretreatment or flow control facilities;
7. Specifications for monitoring programs which may include sampling locations, regulated pollutants, sampling frequencies, type of sample & test, and reporting schedules;
8. Requirements for notification to the Authority of any change in its operation, introduction of any new wastewater constituent/pollutant, any substantial change in the wastewater volume or quality being discharged into the Authority Sewer System;
9. Schedules for operational changes, modifications to existing pretreatment equipment, or the installation of new pretreatment equipment, so as to achieve compliance with the conditions of the permit;
10. Requirements for notification of accidental or slug discharges. Development of Slug/Spill Control Plan for the site if determined necessary for the site by the Authority.
11. Payments to cover the added costs of handling and treating the waters or wastes, which are not covered by existing sewer charges;

12. Payments to cover the costs of permit administration, the Authority Industrial Pretreatment Program, etc.
13. Other reporting requirements to comply with the applicable Federal, State and the Authority Regulations (including Section VIII);
14. Applicability and payment of fines and penalties for IWDP violations including but not limited to civil penalties assessment and enforcement actions;
15. In accordance with N.J.S.A. 58:10A-6.k, no applicant or permit holder will be issued a permit renewal, or modification if he/she has not paid all fees, penalties or fines due.
16. Such other terms and conditions as may be necessary to protect the Authority Wastewater Treatment Plant and to carry out the intent and provisions of these rules and regulations,

Any permittee who violates any condition of the permit, these regulations or the applicable Federal and State regulations shall be subject to appropriate enforcement actions, including but not limited to, penalties and permit revocation. The permit terms and conditions may be subject to modification during the life of the permit by the Authority and/or at the request of the permittee.

7.7 DEVELOPMENT OF SLUG/SPILL CONTROL PLAN

In order to protect the Authority's treatment plant from any interference and/or pass-through, the Authority or the NJDEP may require a User to develop and implement a Slug/Spill Control Plan to control any slug, spill or accidental discharge from the site to the Authority Sewer System. The Authority and/or the NJDEP will review User's discharge practices and determine the need for the detailed Slug/Spill Control Plan. If the Authority or NJDEP determines that a Slug/Spill Control Plan is needed, issues, format and content to be covered under the plan will be provided by the Authority and/or NJDEP.

7.8 SIGNATORY FOR PERMIT

The permit application, report and/or other documents submitted by a corporation shall be signed by a corporate officer, at least of Vice President Level or other executive officer so designated. The permit application, document and/or correspondence signed by an individual (authorized representative) other than a corporate officer shall include a letter (approved under corporate procedures) granting the individual the authority to sign and submit such submissions on behalf of the corporation. The permit application, report and/or other documents submitted by a User other than a corporation shall be signed by the proprietor, general partner or principal official or its duly authorized representative. An authorized representative may be an individual responsible and familiar with operations of the facility, like plant manager, environmental engineer/specialist, plant engineer/supervisor, project engineer, etc.

7.9 CERTIFICATION REQUIREMENTS:

Any person signing and submitting a document to the Authority regarding matters dealing with the discharge to the Authority Sewer System including, but not limited to, application forms, monitoring reports, compliance reports, design reports, other data or reports as required herein, any data submittal, and/or any correspondence/document submission, shall include and is subject to the following certification:

"I certify under penalty of law that this document and all attachments were prepared under my

direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

7.10 PERMIT COMMENT PERIOD & PUBLIC NOTICE:

The Authority shall provide the User and general public an opportunity to comment on an IWDP proposed by the Authority. A thirty (30) day comment period shall be provided to the User and general public to comment on the proposed (draft) permit issued by the Authority. Based upon a request and justifiable reason(s), the thirty (30) day permit comment period may be extended by the Executive Director to provide additional time to the User, or general public to review and submit comments on the proposed permit.

7.11 ADJUDICATION OF PERMIT AND STAY OF CONDITIONS

Any request for Adjudicatory Hearing and Stay of Conditions will be addressed in accordance with New Jersey NIPDES regulations, N.J.S.A. 58:10A-7 and N.J.A.C. 7:14A-17 regulations dealing with Adjudicatory Hearing and Stay of conditions are incorporated herein by reference. A discharge subject to SIU permit from NJDEP shall comply with the adjudicatory hearing request submission requirements as stated in its SIU permit and shall submit the request directly to NJDEP.

- (1) Within 30 days of issuance of the final permit (IWDP) by the Authority, the User may submit a written request to the Authority for an adjudicatory hearing to contest condition(s) of the permit. The User shall include the following information along with the request:
 - (a) Information about the facility, including but not limited to, location, telephone, authorized signatory, contact personnel for the hearing, etc.;
 - (b) A list of the specific contested permit conditions;
 - (c) The legal and/or factual questions at issue under each contested permit condition;
 - (d) The technical, economical and/or legal basis, supporting data and information, in support of each-contested condition;
 - (e) Suggested revised or alternative permit conditions;
 - (f) An estimate of the amount of time required for the hearing.
- (2) The Executive Director, under the circumstance, may extend the 30-day response period for an adjudicatory hearing request.
- (3) The Executive Director may grant an adjudicatory hearing based upon the information received by him.
- (4) Stay of Permit Conditions: In case the Executive Director grants an adjudicatory hearing for the contested permit condition, the Executive Director may also grant a Stay of Permit Conditions. Only the permit conditions which have been granted a stay (not necessarily all contested permit conditions) by the Executive Director, shall be excluded from any enforcement and penalties provisions, until such time as the permit conditions are negotiated and finalized. All other permit conditions and requirements shall be

in effect and full force from the effective date of the permit.

- (5) The Executive Director, based on the information gathered during the Adjudicatory Hearing, may modify the permit issued to the User.

7.12 DURATION OF IWDP

An IWDP shall be issued for a specified time period, not to exceed five (5) years. The existing permit limitations and conditions shall remain in full force and effect until such time as a renewal permit is issued or unless the permit is modified or revoked by the Authority in accordance with these rules and regulations.

7.13 RENEWAL OF IWDP

An IWDP shall be issued for a specified time period, not to exceed five (5) years. The permittee shall submit such information; permit application forms, fees and other information as required by the Authority for renewal of the permit, no later than 180 days prior to the expiration date of the existing permit.

7.14 MODIFICATION OF IWDP

The terms and conditions of an IWDP issued by the Authority may be subject to modification and change by the Authority or at the request of the permittee, during the life of the permit. The permittee shall be informed of any proposed changes in the permit at least thirty (30) days prior to the effective date of change(s). Any change or new condition(s) in the permit shall include a reasonable time schedule for compliance as determined by the Authority. A User proposing any significant change in its operations, discharge volume or discharge quality shall apply for the permit modification at least ninety (90) days before making any changes. The permittee may request, by certified mail, a Show Cause hearing or meeting to demonstrate why a permit should or should not be modified.

7.15 REVOCATION OF IWDP

The Executive Director may revoke a User's permit issued by the Authority for any reason deemed necessary by the Executive Director to protect the Authority's treatment plant and any tributary sewers thereto, and to carry out the intent and provisions of these regulations.

7.16 TRANSFER OF IWDP

An IWDP issued by the Authority is developed for a specific User and specific types of operations. An IWDP shall not be reassigned, transferred from old to a new owner/User, to different premises or to a new or changed operation.

SECTION VIII: MONITORING & REPORTING REQUIREMENTS

8.1 MONITORING CHAMBER

When required by the Authority, the owner of any property serviced by the Authority Sewer System shall install a suitable control meter chamber together with such necessary meters and other appurtenances in the connecting sewer as shall, in the opinion of the Authority, facilitate observation, sampling and measurement of the wastes. Such meter chamber shall be accessible and safely located, and shall be constructed in accordance with plans approved by the Authority. In addition to flow measurement equipment, the User shall install a flow proportional type composite sampler, if required by the Authority. The meter chamber shall be installed on a suitably sized lot by the User at its expense. Free access to the meter chamber at all times shall be reserved to the Authority.

8.2 FLOW MEASUREMENTS

The industrial discharge flow shall be recorded and/or totaled continuously. Information on the location and installation of flow measuring device shall be submitted to and approved by the Authority. The Executive Director may waive requirements for installation of flow measuring devices upon written request by the Industrial User. The request shall include reason(s) for the waiver and flow discharge data from the affected area(s) or facility(ies) based upon an approximation or estimation, along with such calculations as are necessary to clearly establish methods used for flow determination.

A User may be required to install more than one flow measuring device for measurement of its industrial flow, domestic flow and/or total discharge to the Authority Sewer System. A User shall be required to calibrate its flow measuring devices on annual or more frequent basis as determined necessary by the Authority and shall submit the calibration data and certifications to the Authority, if requested.

8.3 SAMPLING LOCATION(S)

The User shall obtain approval from the Authority regarding selection of the sampling location or locations where the permit discharge limitations shall apply and samples be collected. In the event where no sampling location has been identified by the User, the Authority may select a sampling location(s) which, in the Authority's opinion, represents the User's discharge, for the compliance evaluation purposes.

8.4 SAMPLING TECHNIQUES

Reporting requirements and compliance determination with respect to discharge limitations shall be on the basis of either composite sampling, instantaneous grab samples and/or continuous sampling at the regulated outfall(s) as determined by the Executive Director or, with respect to SIU permits, NJDEP. USEPA and NJDEP sampling techniques and guidelines including, but not limited to, sample types, collection procedures, sample preservation, sample storage, transport, record keeping (Chain-of-Custody forms), sample holding time, shall be adopted by the User.

A composite sample may be taken over a 24 hour period, the working hours or a time span as determined by the Authority, or with respect to SIU Permits by NJDEP, to meet the needs of specific circumstances. Based on circumstances, the sampling techniques may be revised by the appropriate regulatory agency from composite sampling to grab, multiple grabs, instantaneous or continuous sampling and vice versa. However, the sample shall be representative of the typical discharge for the sampling period. The sample type for each regulated pollutant shall be specified in a letter or in the User's permit.

The sampling frequency shall be specified in the User's permit or in a letter. The sampling frequency may vary from User to User or pollutant to pollutant based upon the type of industry, type and duration of discharge, discharge volume and quality, available discharge data base and compliance history.

8.5 SAMPLING AND ANALYSIS

A User who discharges or proposes to discharge non-domestic wastewater may be required to sample and analyze its wastewater at the discharge location or locations selected by the Executive Director or for SIU permittees by the NJDEP. The User's compliance with its permit and the Authority regulations shall be determined upon the sampling analysis and other information/data submitted by the User. The Authority and/or NJDEP may also conduct unscheduled sampling to determine compliance with these regulations and/or the permit. Any cost associated with any sampling conducted by the User, NJDEP or the Authority for the permit or Industrial Pretreatment Program compliance purposes, shall be the responsibility of the User.

All sampling, measurements, tests, analyses and calculations regarding characteristics of water and wastewater by an industrial discharger shall be determined in accordance with 40 CFR 136 and/or the latest edition of "Standard Methods for the Examination of Water and Wastewater", published by the American Public Health Association, et. al., "Methods for Chemical Analysis of Water and Waste" published by the U.S. Environmental Protection Agency, or the "Annual Book of Standards, Part 23, Water, Atmospheric Analysis" published by the American Society for Testing and Materials, and shall be based upon samples collected from the sampling location(s) designated/approved by the Executive Director or NJDEP as applicable.

8.6 CERTIFIED LABORATORY ANALYSIS

All Users shall perform each sample analysis in accordance with the analytical test procedures approved under 40 CFR Part 136, or by NJDEP or the Authority. The laboratory performing the analyses for the compliance determination must be approved and certified by NJDEP for the analyses of those specific parameters.

The analyses for the minimum sampling required per period for permit compliance determination must be performed by a NJDEP certified laboratory. A permitted industrial User shall submit all sample analyses performed on the regulated (outfall) effluent, irrespective of whether the sampling was performed for the permit compliance determination or other purposes. The Authority and NJDEP may not consider the analyses performed by a non-certified laboratory for the permit compliance determination and may request additional sampling, if necessary.

The Executive Director, under special circumstances, may accept effluent-sampling analyses by a non-certified laboratory and/or analyses performed by using a non-approved test method. These circumstances may include lab method currently not approved/certified by NJDEP, pollutant parameter not approved by NJDEP, or as other reason approved by the Authority. However, additional requirements or conditions may be imposed regarding quality control, calibration, frequency, etc., if analyses performed using a non-approved method or using a non-certified laboratory is accepted by the Authority. These exceptions may be subject to approval from NJDEP and shall be specified in the User's discharge permit.

8.7 CALCULATION OF AVERAGE SAMPLING VALUES

The calculations and reporting of average values (weekly, monthly, quarterly or yearly) shall be based upon the monitoring/sampling data obtained during the period covered by the report and on the number of samples required or analyzed during the period. In addition, it is required that the results of any additional monitoring/sampling, beyond the minimum required in the permit, shall be included in the Discharge Monitoring Report and for averaging purposes. However, only those analyses performed by a NJDEP certified

laboratory shall be included in these calculations. NJDEP guidelines and instructions regarding data calculations and reporting shall be adopted by Users.

8.8 MAINTAINING OF RECORDS

A User shall retain and properly maintain records of all monitoring information, including all calibration and maintenance records, all original strip chart and recordings for continuous monitoring instruments, copies of all reports required by the discharge permit, records of all data used to complete application for the permit, all correspondence regarding the industrial discharge, all relevant laboratory reports, any pretreatment construction and compliance records, any enforcement or other requirements by the Authority and other agency or group, and any other information related to the discharge, for a period of at least five (5) years from the date of occurrence. This period may be extended by the Authority at any time, as deemed necessary. All such records and data shall be made available to the Authority or its authorized representative upon request by the Authority. An Industrial User shall provide copies of records upon request by the Authority. These records shall be made available for review during any inspection of the facility by the Authority or its representative.

8.9 REPORTING REQUIREMENTS

A User is subject to, but not limited to, the following reporting requirements under these rules and regulations. However, submission of any of the following reports shall not be considered a waiver from any penalties or enforcement actions the Authority, State or USEPA may impose for violations.

8.9.1 BASELINE MONITORING REPORT (BMR):

Within 180 days of the effective date of a Federal Categorical Pretreatment Standard, existing Industrial Users subject to such Categorical Pretreatment Standards and currently discharging or scheduled to discharge to the Sewer System shall submit a Baseline Monitoring Report (BMR) to the NJDEP and the Authority. The BMR shall include information required under 40 CFR 403.12(b) including, but not limited to, facility information, permits held, description of operations, flow measurements, measurement of pollutants, certification and compliance schedule. Additional details and/or any BMR forms shall be obtained from the NJDEP.

A New Source subject to such Categorical Pretreatment Standards shall submit the Baseline Monitoring Report (BMR) to the NJDEP and the Authority at least ninety (90) days prior to commencement of the discharge. The BMR shall include information required under 40 CFR 403.12(b) including, but not limited to, facility information, permits held, description of operations, flow measurements, measurement of pollutants. The New Source may use projected or estimated data for the report. The New Source shall include information on pretreatment and/or other method(s) of control to demonstrate that the discharge will be in compliance with the Categorical Standards (and Authority's discharge limitations and conditions), within a shortest time frame but no later than 90 days after the commencement of the discharge.

8.9.2 COMPLIANCE SCHEDULE PROGRESS REPORT:

An Industrial User subject to the Authority's discharge standards and/or Federal Categorical Pretreatment Standards and under a compliance schedule to meet these standards shall submit a periodic report to document and demonstrate the progress. A compliance schedule shall contain increments of progress in the form of dates for the commencement and completion of major events leading to the construction and operation of pretreatment required to meet the applicable Authority's and/or Federal Categorical Pretreatment Standards. No increment (date) shall exceed a nine (9) month period. Within 14 days of each increment date, the Industrial User shall submit a progress report to the NJDEP and the Authority including, at the minimum, whether or not the User complied with the compliance date and if not reason(s) for delay, steps taken by the User and the date to meet the compliance increment date.

8.9.3 COMPLIANCE REPORT:

Within ninety (90) days following the date of final compliance with applicable Federal Categorical Pretreatment Standards or the Authority discharge standards; or in case of a New Source following commencement of the introduction of wastewater to the Sewer System, an Industrial User subject to these Standards shall submit a Compliance Report to the NJDEP and/or Authority. The Compliance Report shall include information required under 40 CFR 403.12(d) including, but not limited to, facility information, flow measurements, measurement of pollutants and certification. For Industrial Users subject to equivalent mass or concentration limitations, information on the long term production rates, discharges and other data as required by the NJDEP, or the Authority, shall also be submitted.

8.9.4 DISCHARGE MONITORING REPORT (DMR):

All Industrial Users permitted by the Authority shall be required to file DMR's (a.k.a. Self Monitoring Reports (SMR) or Periodic Monitoring Reports (PMR)). All SIU's and CIU's shall submit DMR's to the NJDEP with copies to the Authority. The Authority may establish a different reporting frequency for other Users. A DMR submitted to the NJDEP shall be reported on forms as prescribed by the NJDEP. A DMR submitted to the Authority shall be reported on forms prescribed by the Authority. Unless specified otherwise by the Executive Director, a DMR shall include:

- (a) Name, address, contact telephone number of the facility;
- (b) The date and time of sampling;
- (c) The sampling location and sample type for each regulated parameter;
- (d) The individual(s) who collected the samples;
- (e) The date(s) analysis were performed and name of the certified lab;
- (f) The results of sampling analyses with proper units as specified in the permit, including the discharge volume;
- (g) If the permittee is under any compliance schedule, a progress report regarding the compliance and/or construction of any pretreatment work shall be included along with the DMR;
- (h) Any other information as required by the Authority, State or EPA; and
- (i) The signature and certification by the User's authorized representative.

An Industrial User shall store at its site and make available at the Authority's request all lab reports on the sampling performed on its regulated effluent. In addition to the above reporting requirements, a User shall be required to submit any other effluent data collected by the User regarding any special or additional sampling conducted by the User or as requested by the Authority. In addition, a User shall comply with other reporting requirements under applicable Federal and State Pretreatment regulations.

8.9.5 24-HOUR REPORT FOR VIOLATION & RESAMPLING:

Within 24 hours of becoming aware of any permit discharge limit violation, a User shall report the violation to the Authority and to the NJDEP if regulated by NJDEP. The User shall also make arrangements to re-sample the regulated effluent for the violated parameter(s) and submit results of re-sampling to the Authority and/or NJDEP, no later than thirty (30) days of becoming aware of the violation. The User shall also comply with all other noncompliance reporting requirements listed in these regulations and as required by the other regulatory agencies.

8.9.6 NONCOMPLIANCE REPORT:

If an Industrial User detects a violation of any regulated permit limit or condition, a report of noncompliance shall be submitted to the Authority and/or NJDEP, no later than 30 days of becoming aware of the violation (or within a time frame as specified by the Authority). This report shall be in addition to any other report filed with any agency having jurisdiction. A noncompliance report shall, at the minimum, include:

- (a) A short description of the noncompliance;
- (b) A description of any actions taken or proposed by the permittee to comply with the requirement without further delay;
- (c) A description of any factors which tend to explain or mitigate the noncompliance;
- (d) An estimate of the date the permittee will comply with the permit requirement and an assessment of the probability that the permittee will meet the requirement in the future; and
- (e) Submission of the re-sampling data of the violated pollutant parameter, within thirty (30) days of becoming aware of the violation. If the lab results are not available within thirty (30) days, the Authority may accept the lab Chain-Of-Custody form or other proof of sampling until the results are submitted.

8.9.7 REPORT ON SPILL/SLUG DISCHARGE:

A User shall report to the Authority (Telephone 973-696-4494) and other appropriate regulatory agencies any spill, slug discharge, discharge of toxic/prohibited wastes and/or any exceedance of discharge limitations which may cause injury to person, damage to the environment or pose a threat to human health or environment, immediately but no more than within two (2) hours of its occurrence or of becoming aware of the occurrence.

Within twenty-four (24) hours thereof (or of becoming aware of the occurrence), of a spill, slug discharge, discharge of toxic/prohibited wastes and/or any exceedance of discharge limitation, the User shall provide the Authority and other appropriate authorities with such additional information as estimated volume(s), estimated danger to human and environment and the measures taken or being taken to remediate the problem and to avoid a repetition of the problem.

A written report shall follow within five (5) days of the incident or of becoming aware of the incident. The notification regarding any spill, slug discharge, discharge of toxic/prohibited wastes and/or any exceedance of discharge limitations which may cause injury to person, damage to the environment or pose a threat to human health or environment shall not be considered a waiver from any penalties assessed or enforcement actions taken for any violation or any clean up cost associated with such discharge(s).

8.9.8 REPORT FOR CHANGED CONDITIONS:

Each User shall promptly notify the Authority and/or NJDEP of any planned significant changes to the User's operation or system which may alter the quality and/or quantity of its wastewater, so the Authority can review

and make a determination for approval or disapproval of the change in a timely manner. A significant change is defined, but not limited to, as follows:

- (a) A 20% variation in the monthly average operation or process of the User;
- (b) A 20% variation in the monthly average quality/quantity of the wastewater;
- (c) Introduction of a new product or raw material in significant quantity;
- (d) Discharge or potential discharge of any new toxic, hazardous, or incompatible pollutant;
- (e) Change in authorized representative or contact person;
- (f) Any significant and relevant operations, processes or other wastewater/discharge related activities previously not reported to the Authority.

8.9.9 REPORT FOR CHANGES IN PRETREATMENT:

A User shall promptly notify the Authority of any planned or proposed modifications to the existing pretreatment system or installation of any new or additional pretreatment system. No construction of new pretreatment system/unit or modification to the existing pretreatment system shall be initiated without securing an approval from the Authority (and NJDEP if applicable). The User shall comply with the Authority's Treatment Works Approval requirements as stated in Section X of these regulations and any other approval requirements under the State/USEPA regulations.

8.9.10 REPORT ON HAZARDOUS WASTE DISCHARGE:

- (a) Any User discharging or proposing to discharge a hazardous waste shall notify the Authority, USEPA Regional Waste Management Division Director and NJDEP Hazardous Waste Division, of any discharge substance which, if disposed of, would be a hazardous waste under 40 CFR 261. Such notification must include hazardous waste as set forth in 40 CFR 261, the USEPA hazardous waste number and the type of discharge (continuous, batch or other). If the User discharges more than one hundred (100) kilograms of such waste per calendar month to the Authority, the notification shall also contain the following information to the extent such information is known and readily available to the User: an identification of the hazardous constituents contained in the wastes, an estimation of the mass and concentration of such constituents in the wastestream discharged during the calendar month, and an estimation of the mass of constituents in the wastestream expected to be discharged during the following twelve (12) months. All notifications must take place no later than one hundred and eighty (180) days after the discharge commences. Any notification under this paragraph need be submitted only once for each hazardous waste discharged. The notification requirement in this section does not apply to pollutants already reported by Users subject to these regulations and other Pretreatment Standards, under the periodic Discharge Monitoring Report requirements
- (b) Discharges are exempt from the requirements of item (a) above, during a calendar month in which the User discharges no more than fifteen (15) kilograms of hazardous wastes, unless the wastes are "Acute Hazardous Waste" as specified in 40 CFR 261.30 (d) and 261.33 (e). Discharge of more than fifteen (15) kilograms of non-acute hazardous wastes in a calendar month or any quantity of acute hazardous wastes as specified in 40 CFR 261.30(d) and 261.33(e), requires a one time notification. Subsequent months during which the User discharges more than such quantities of any hazardous waste, the Authority will require additional notification.
- (c) In the case of any new regulations under Section 3001 of Resource Conservation and Recovery Act (RCRA) identifying additional characteristics of hazardous waste or listing any additional substance as a hazardous waste, the User must notify the Authority, the USEPA Regional Waste Management Division Director and NJDEP Hazardous Waste Division of the discharge of such substance within ninety (90) days of the effective date of such regulations.

- (d) In the case of any notification made under this section, the User shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree it has determined to be economically practical.
- (e) This provision does not create a right to discharge any substance not otherwise permitted to be discharged by these rules and regulations, a permit issued thereunder, or any applicable Federal or State Law.

8.9.11 REPORT ON BYPASS:

- (a) **Bypass for Maintenance:** A User may allow any bypass to occur which does not cause an exceedance of any effluent limitations or other conditions in these regulations, but only if it is for essential maintenance to assure efficient operation(s).
- (b) **Anticipated Bypass:** If a User knows in advance of the need for a bypass, the Authority (and NJDEP as applicable) shall be notified at least ten (10) days prior to the date of the bypass and the User shall secure a verbal and/or written approval from the Authority prior to any such bypass.
- (c) **Unanticipated Bypass:** A User shall inform the Executive Director (and NJDEP as applicable) of an unanticipated bypass, as soon as possible, but no later than twenty-four (24) hours of becoming aware of the bypass. A written notice containing information regarding the bypass and actions taken to limit the damage and avoid future occurrence, shall be submitted within five (5) days of becoming aware of the bypass. The notice, however, shall not be considered a waiver from any penalties assessed for violations associated with the bypass. The Authority may be contacted by telephone at (973)-696-4494 or via Fax at (973)-305-1764 (or as updated). The reporting requirements under applicable USEPA, NJDEP and the other agencies shall also be followed. See additional requirements under a Spill/Slug discharge, if applicable.

8.9.12 REPORT FOR SERIOUS / SIGNIFICANT NON-COMPLIANCE:

Any violation by a User identified as a "Serious" and/or "Significant Non-Compliance (SNC)" violation based upon definitions stated in the USEPA, State and/or Authority Regulations, shall comply with all additional monitoring and reporting requirements as imposed by the Authority or other agencies. These requirements may include, but not be limited to, additional or more frequent sampling, frequent reporting, additional site inspection, implementation of control measures, assessment of penalties and other enforcement actions. The reporting relating to "Serious" and "SNC" shall be submitted on the forms and at the frequency prescribed by the Authority and to NJDEP if applicable. A User identified as a "Serious" and/or "Significant Non-Complier (SNC)" shall conduct, at a minimum, six (6) consecutive months of sampling (and reporting).

8.9.13 REPORT BY UNPERMITTED USERS:

All Users not required to obtain a discharge permit or a User regulated by Permit-By-Rule provisions by the Authority shall provide any information required by the Authority. In addition, an unpermitted User or a User regulated under Permit-By-Rule shall also comply with the reporting requirements regarding spill, slug, accidental or other discharge which may violate any condition of these Rules and Regulations and/or may have any adverse impact on the public health, environment or operation of the Authority's Treatment Plant.

The Authority has listed the threshold concentrations in Section 6.3 the regulations to trigger issuance of a discharge permit (IWDG) by the Authority if effluent sampling data collected by the discharger and/or the

Authority shows the discharge exceeding any of the threshold concentration. The Authority may require a discharger to collect effluent sample and submit data, without issuing an IWDP by the Authority, if the effluent data continue to show the discharge quality below the threshold concentrations listed in Section 6.3. If the discharge quality exceeds any threshold concentration, the discharger shall be required to apply for and secure an IWDP from the Authority.

8.10 PROVISIONS GOVERNING FRAUD & FALSE STATEMENTS

The reports and other documents required to be submitted or maintained under the Authority's rules and regulations shall be subject to:

- (a) The provisions of 18 U.S.C. Section 1001 relating to fraud and false statements;
- (b) The provisions of Section 309(c)(4) of the Act, as amended, governing statements, representation and certification; and
- (c) The provisions of Section 309(c)(6) of the Act, regarding responsible corporate officers.

SECTION IX: PERMIT-BY-RULE

9.1 ELIGIBILITY AND REQUIREMENTS

All dischargers of wastewater to the Authority Sewer System shall comply with the prohibited discharges, discharge limitations and/or other requirements of these regulations. An individual IWDP shall be issued to a User who does not meet the definition of SIU or CIU as determined by the Executive Director. All other Users who discharge to the Authority Sewer System and are not regulated by an individual Permit (IWDP) or regulated by NJDEP as a SIU, shall be deemed to possess a Permit-By-Rule and shall comply with the requirements specified below:

- (1) The discharge flow, loadings and other characteristics shall not be changed such that the User can be defined as a SIU or subject to Authority's IWDP;
- (2) The discharge shall be in consistent compliance with these regulations including, but not limited to, Prohibited Discharges and discharge limitations as stated in Section V and VI of these regulations;
- (3) The facility is not now and is not anticipating to be an industry which is regulated by any USEPA Federal Categorical Pretreatment Standards;
- (4) The discharge shall not interfere with the Authority Sludge Management Plan or with the operation of the treatment plant;
- (5) The discharge shall not cause a pass-through or interference at the Authority Treatment Plant;
- (6) The discharge shall comply with all other applicable standards promulgated by the Authority, State and USEPA.

9.2 TERMINATION OF ELIGIBILITY FOR PERMIT-BY-RULE

The Authority has listed the threshold concentrations in Section 6.3 the regulations to trigger issuance of a discharge permit (IWDP) by the Authority if effluent sampling data collected by the discharger and/or the Authority shows the discharge exceeding any of the threshold concentration. The Authority may require a discharger to collect effluent sample and submit data, without issuing an IWDP by the Authority, if the effluent data continue to show the discharge quality below the threshold concentrations listed in Section 6.3. If the discharge quality exceeds any threshold concentration, the discharger shall be required to apply for and secure an IWDP from the Authority.

Based upon noncompliance with any condition stated above, the Authority may terminate eligibility of a User for the Permit-By-Rule. Where eligibility for the Permit-By-Rule has been terminated by the Authority, the User shall apply for and obtain an individual permit (IWDP) from the Authority or a SIU permit from the NJDEP, as applicable.

SECTION X: PRETREATMENT REQUIREMENTS

10.1 PRETREATMENT OF WASTEWATER

In order to comply with the discharge limitations, a User may construct and operate a pretreatment system (a.k.a. treatment works) to control or treat its wastewater prior to discharge to the Authority Sewer System. A pretreatment system may consist of any physical, chemical and/or biological processes used prior to discharge to the Authority Sewer System, which may alter the characteristics of the wastewater. In case of noncompliance of any discharge limitation, the Authority or NJDEP may require a User to install treatment works to comply with the discharge limitations. Increase in water use or dilution to meet the permit discharge limitation(s) shall not be used or considered as a substitute for pretreatment.

10.2 SUBMISSION OF TREATMENT WORKS / PRETREATMENT PLANS

The Authority and/or NJDEP may require submission of plans for any existing pretreatment system, constructed prior to the effective date of these regulations. However, for any modification to the existing pretreatment system and/or any proposed treatment works, the User shall submit to the Authority (and NJDEP if applicable) for review and/or approval plans, specifications and pertinent data/information relating to such plans prior to beginning of construction of any treatment works. The submission requirements may be based upon or similar to the NJDEP's Treatment Works Approval (TWA) regulations, as stated in NJAC 7:14A-22.1 et seq. An approval of such a treatment works, from the Authority, shall not exempt the User from compliance with the Authority's requirements and/or approval from the State, USEPA or other agencies. Any subsequent alteration or additions to the pretreatment facility or treatment works shall not be made without due notice to and prior approval of the Authority. The Authority may require the Industrial User to submit progress reports regarding the construction of the treatment works, until such time the construction is completed and the treatment works are operational.

10.3 PRETREATMENT FACILITY OPERATION

If a pretreatment facility is constructed to treat the wastewater prior to discharge to the Authority, the facility shall be maintained in good working condition and operated as efficiently as possible by the owner or operator at its own cost and expenses. The Authority reserves the right to require that the treatment works or pretreatment system be supervised or operated by a New Jersey licensed operator of the classification determined by the Authority. The operation of such a facility may be subject to additional requirements by the Authority and/or NJDEP.

10.4 GREASE, OIL & SAND INTERCEPTORS

Grease, oil and/or sand interceptors shall be installed when, in the opinion of the Authority, they are necessary for the proper handling of the waste or wastewater containing grease in excessive amounts, any flammable wastes, sand or other harmful ingredients. These installations may be required of any discharger (User) to the Authority Sewer System.

All interceptors shall be of the type and capacity approved by the Authority. These interceptors shall be located as to be ready and easily accessible for regular cleaning and/or any inspection by the Authority.

SECTION XI: COMPLIANCE ENFORCEMENT & PENALTIES

11.1 COMPLIANCE DETERMINATION

Compliance determinations with respect to any permit limitations, conditions or other requirements of the Authority, State and/or USEPA regulations may be based upon the following, but not limited to, items:

- (a) Discharge Monitoring Reports submitted by the Industrial User to the Authority, State, and/or USEPA;
- (b) An inspection conducted by the Authority or other regulatory agency;
- (c) Periodic, unscheduled or any other effluent sampling conducted by the Authority or other regulatory agency;
- (d) Any complaints, inquiries or investigation made by the public or a person and substantiated by the Authority;
- (e) Any non-reporting, delay in reporting or no sampling condition as per requirements of these regulations or the User's Permit; or
- (f) Any other information/data collected or received by the Authority.

With regard to compliance with the permit discharge limitations for the regulated parameters, the regulated User shall include the results of any additional monitoring (and analyzed by a NJDEP certified laboratory), beyond the required minimum for the averaging calculations and reporting purposes (within the period covered by the report). Any analyses conducted on the regulated effluent, whether for reporting purposes or for any internal study or investigation by the User, shall be reported to the Authority and/or NJDEP along with an explanation.

In case a sample analysis indicates a violation of any permit limitation or the Authority Regulations, the regulated User shall immediately repeat the sampling and submit the results to the Authority within thirty (30) days. This sampling and analysis shall be in addition to any regular/periodic scheduled sampling required by the Authority.

11.2 ENFORCEMENT RESPONSE

Section 11.3 of these regulations lists enforcement actions which may be taken by the Authority against a User for violations of these regulations or the User's IWDP requirements. The Authority may take any additional action as deemed necessary to protect its treatment plant and any tributary sewers thereto, and to carry out the intent and provisions of these regulations. The User may also be subject to additional enforcement actions by NJDEP, as applicable.

11.3 ENFORCEMENT ACTIONS

Whenever the Authority and/or NJDEP determines a User has violated or continues to violate a permit limitation or condition, or any provision of these Rules and Regulations, or an Order issued hereunder, or any other Pretreatment Standard or requirement, the Authority and/or NJDEP shall take one or more of the following enforcement actions. Nothing in this section shall limit the Authority to take one or more enforcement actions independent of others, as determined necessary by the Authority and/or NJDEP.

- (a) Issue a Notice of Violation
- (b) Have a Show Cause Hearing
- (c) Issue a Compliance Order & Schedule
- (d) Issue a Consent Order

- (e) Take Civil Action
- (f) Emergency Actions
- (g) Issue a Cease & Desist Order
- (h) Suspend Discharge/Permit
- (i) Terminate Discharge/Permit
- (j) Issue Summons
- (k) Criminal Prosecution against the User
- (l) Issue a Public Notification
- (m) Require Pretreatment

11.4 NOTICE OF VIOLATION (NOV)

When the Authority finds that a User has violated or continues to violate any provision of discharge prohibitions, its IWDP, these Regulations, an Order issued hereunder, or any other Pretreatment Standard or requirement, the Authority may serve upon the User a written Notice of Violation. A Notice of Violation shall state the nature and details of the violation, permit/regulation requirements and response required.

Within twenty (20) days of the receipt of the notice (unless a different time period is established by the Authority), an explanation of the violation and a plan for the satisfactory correction and prevention thereof to include specific required actions, shall be submitted by the User to the Authority. Submission of this plan or response in no way relieves the User of liability for any violations occurring before or after receipt of the Notice of Violation. Nothing in this section shall limit the authority to take additional actions, including emergency actions or any other enforcement actions, without first issuing a Notice of Violation. The Notice of Violation shall not be considered as a waiver from any applicable civil or criminal penalties and/or other enforcement actions. Depending on the nature and severity of the violation, the Executive Director may follow other enforcement actions rather than serving a Notice of Violation, including suspension of operation, suspension or termination of sewer services, pretreatment of waste, collection and hauling waste off-site, civil and/or criminal penalties, etc.

11.5 SHOW CAUSE HEARING

The Authority may order a User which has violated or continues to violate any provision of the IWDP, these Rules and Regulations or an Order issued thereunder, or any other Pretreatment Standards, to appear before the Authority and Show Cause why the proposed enforcement action should not be taken. Notice shall be served on the User specifying the time and place for the meeting, the proposed enforcement action, the reasons for such action, and a request that the User Show Cause why the proposed enforcement actions should not be taken. The notice of the meeting shall be served personally or by registered or certified mail (return receipt requested) at least thirty (30) days prior to the hearing. Such notice may be served on the authorized representative of the User. A Show Cause Hearing shall not be a bar against, or prerequisite for taking any other enforcement actions against the User.

11.6 COMPLIANCE ORDER

Whenever the Authority finds that a User is in violation of any provision of these Rules and Regulations, it may issue a Compliance Order which may include, but not be limited to:

- (a) The provision or provisions of the Authority and other Rules and Regulations, effluent limitation, pretreatment standards or permit conditions of which the User is in violation;
- (b) The action which caused such violation;
- (c) Conditions requiring compliance with such provision or provisions, including actions/steps to be taken by the User and a time schedule;

- (d) Any penalty assessed by the Authority for the violation(s); and
- (e) Providing notice to the User of its right to a hearing on the issues contained in the order.

11.7 COMPLIANCE SCHEDULE

- (a) A compliance schedule shall require the permittee to demonstrate to the Authority the financial assurance, including the posting of a bond or other security approved by the Authority, necessary to carry out the remedial measures required by the schedule of compliance.
- (b) The Authority shall afford an opportunity to the User and/or public to comment on a proposed Consent Order prior to final adoption if the Administrative Order would establish interim enforcement limits that would relax effluent limitations established in a permit or a prior Order. The Authority shall provide public notice of the proposed Consent Order, and announce the length of the comment period, which shall be not less than 30 days, commencing from the date of publication of the notice. A notice shall include a summary statement describing the nature of the violation necessitating the proposed Consent Order and its terms and conditions, how additional information may be obtained, and to whom written comments be submitted. At least three days prior to publication of the notice, a written notice containing the same information to be provided in the public notice shall be mailed to the mayor and governing body of the municipality and county in which the violation occurred, and to any other persons who have expressed an interest in the public notice, including any other governing agencies.

The Authority shall consider the written comments received during the comment period prior to final adoption of the Consent Order. No later than the date that final action is taken on the proposed Order, the Authority shall notify each person or group having submitted written comments of the main provisions of the approved Administrative Order and respond to the comments received therefrom.

- (c) The Authority, on its own initiative or at the request of any person submitting written comments pursuant to this subsection, may hold a Public Hearing on a proposed Consent Order prior to final adoption if the Order would establish interim enforcement limits that would relax for more than 24 months effluent limitations established in a permit or a prior Order. A public notice for the Public Hearing to be held pursuant to this subsection shall be published not less than 15 days but not more than 30 days prior to the holding of the hearing. The hearing shall be held at the Authority's site or in the municipality in which the violation, necessitating the Order, occurred. The Authority may recover all reasonable costs directly incurred in scheduling and holding the Public Hearing from the person requesting or requiring the interim enforcement limits and/or other permit changes, in accordance with the Authority, State and Federal regulations.

11.8 CONSENT ORDER

The Authority may enter into Consent Orders, assurances of voluntary compliance, or other similar documents establishing an agreement with a User responsible for noncompliance. Such documents will include specific action to be taken by the User to correct the noncompliance within a time period specified by the document. Such documents shall be enforced as provided by the Law. Prior to issuance of a Consent Order, the Authority shall provide public notice as stated above and pursuant to N.J.S.A. 58:10A-6.1 (b) and (c) to comply with public participation requirements.

11.9 CIVIL ACTION

The Authority is authorized to commence a civil action in the Superior Court for appropriate relief for any violation of these Rules and Regulations or of a permit issued hereunder. The User may be subject to additional enforcement action by NJDEP, as applicable. Such relief may include, singly or in combination:

- (a) A temporary or permanent injunction.
- (b) Assessment of the violator, for the reasonable costs of any investigation, inspection or monitoring survey which led to the establishment of the violation, and for the reasonable costs of preparing and litigating the case under this subsection;
- (c) Assessment of the violator for any reasonable cost incurred by the State or Authority in removing, correcting or terminating the adverse effects upon water quality resulting from any unauthorized discharge of pollutants for which the action under this subsection may have been brought;
- (d) Assessment against the violator of compensatory damages for any loss or destruction of wildlife, fish or aquatic life, other natural resources or treatment plant process and for any other actual damages caused by an unauthorized discharge;
- (e) Assessment against a violator of the actual amount of any economic benefits accruing to the violator from a violation. Economic benefits may include the amount of any savings realized from avoided capital or non-capital costs resulting from the violation; the return earned or that may be earned on the amount of avoided costs; any benefits accruing to the violator as a result of a competitive market advantage enjoyed by reason of the violation; or any other benefits resulting from the violation.
- (f) **Assessment of a Civil Penalty:** The Authority adopts by reference the penalty provisions of N.J.A.C. 7:14-1 et seq. and are incorporated herein. However, the Authority specifically does not adopt any provision which limits the Authority's ability to compromise and settle the assessed penalty.

Assessments under paragraph (d) of this subsection may be paid to the State Treasurer, except that compensatory damages shall be paid by specific Order of the court to any persons who have been aggrieved by the unauthorized discharge.

11.10 EMERGENCY ACTIONS

The Authority and/or NJDEP may immediately suspend a User's discharge (after informal notice to the User) whenever such suspension is necessary to stop an actual or threatened discharge which reasonably appears to present or cause an imminent or substantial endangerment to the health or welfare of public and/or environment. The Authority and/or NJDEP may also immediately suspend a User's discharge (after notice and opportunity to respond) that threatens to interfere with the operation of the Authority, or which presents or may present an endangerment to the environment.

- (a) Any User notified of a suspension of its discharge shall immediately stop or eliminate its contribution. In the event of a User's failure to immediately comply voluntarily with the Suspension Order, the Authority shall take such steps as deemed necessary, including immediate severance of the sewer connection (in accordance with N.J.S.A. 58:11-56), to prevent or minimize damage to the Authority Sewer System, State receiving stream, or endangerment to public or environment. The Authority and/or NJDEP shall allow the User to recommence its discharge when the User has demonstrated to the satisfaction of the Authority that the period of endangerment has passed, unless the termination proceedings in these regulations are initiated against the User.
- (b) A User responsible, entirely or in part, for any discharge presenting imminent endangerment shall submit a detailed written statement, describing the causes of the harmful contribution and the measures taken to prevent any future occurrence, to the Authority prior to the date of any Show Cause or Termination Hearing under these rules and regulations.

Nothing in this section shall be interpreted as requiring a hearing prior to any emergency action by the Authority.

11.11 CEASE & DESIST ORDER

When the Authority and/or NJDEP finds that a User has violated or continues to violate any provision of any permit, Authority's rules and regulations, an Order issued hereunder, or any other Pretreatment Standards, or that the User's past violations are likely to recur, the Authority and/or NJDEP may issue an Order to the User directing it to cease and desist all such violations and directing the User to:

- (a) Immediately comply with all requirements; and
- (b) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.

Issuance of a Cease and Desist Order shall not be a bar against, or a prerequisite for taking any other action against the User.

11.12 SUSPENSION OF PERMIT/DISCHARGE

Based upon severity of violation and other available information, the Executive Director and/or NJDEP may suspend the User's IWDP or the operation (partial or completely) at the User's site for protection of the sewer system, environment and/or public health. The duration of any suspension of operation may depend on the severity of violation and/or corrective actions taken to control the problem. The User may request a Show Cause hearing regarding the suspension and provide supporting documents to the Authority demonstrating compliance with the User's permit and the Authority regulations prior to restoration of its operation or sewer services.

11.13 TERMINATION OF PERMIT/DISCHARGE

In addition to the other enforcement provisions in Section 11 of these Rules and Regulations, any User that violates the following conditions is subject to termination of its discharge:

- (a) Violation of permit conditions or USEPA/NJDEP Pretreatment regulations;
- (b) Failure to accurately report the wastewater constituents and characteristics of its discharge and/or to submit report in timely manners as required by the Authority;
- (c) Failure to report significant changes in operations or wastewater volume, constituents and characteristics prior to discharge;
- (d) Refusal of reasonable access to the User's premises for the purpose of inspection, monitoring or sampling; or
- (e) Falsification of reports or information submitted to the Authority;
- (f) Failure to pay sewer fee, IPP fee, other charges or penalties assessed by the Authority;
- (g) Failure to respond to any directives issued by the Authority.

Such User will be notified of the proposed termination of its discharge and be offered an opportunity for a Show Cause hearing under this Section of these rules and regulations why the proposed action should not be taken. Exercise of this option by the Authority shall not be a bar to, or a prerequisite for taking any other enforcement action against the User.

11.14 CRIMINAL PROSECUTION

The Authority may petition the County Prosecutor or the State Attorney General for Criminal Prosecution as required by N.J.S.A. 58:10A-6.i for any of the following:

- (a) (1) Any person who purposely, knowingly, or recklessly violates these Rules and Regulations, and the violation causes a significant adverse environmental effect or treatment plant upset, shall, upon

conviction, be guilty of a crime of the second degree, and shall, notwithstanding the provisions of subsection a. of N.J.S.A. 2C:43-3, be subject to a fine of not less than \$25,000 nor more than \$250,000 per day of violation, or by imprisonment, or by both.

(2) As used in this paragraph, a significant adverse environmental effect exists when an action or omission of the defendant causes: serious harm or damage to treatment plant process, wildlife, freshwater or saltwater fish, any other aquatic or marine life, water fowl, or to their habitats, or to livestock, or agricultural crops; serious harm, or degradation of, any ground or surface waters used for drinking, agricultural, navigational, recreational, or industrial purposes; or any other serious harm or damage to, or degradation of, the lands or waters of the State, including ocean waters subject to its jurisdiction pursuant to P.L.1988, c.61 (N.J.S.A. 58:10A-47 et seq.).

- (b) Any person who purposely, knowingly, or recklessly violates these Rules and Regulations, including making a false statement, representation, or certification in any application, record, or other document filed or required to be maintained under these Rules and Regulations, or by falsifying, tampering with, or rendering inaccurate any monitoring device or method required to be maintained pursuant to this Section, or by failing to submit a monitoring report, or any portion thereof, required pursuant to these Rules and Regulations, shall, upon conviction, be guilty of a crime of the third degree, and shall, notwithstanding the provisions of subsection b. of N.J.S.A. 2C:43-3, be subject to a fine of not less than \$5,000 nor more than \$75,000 per day of violation, or by imprisonment, or by both.
- (c) Any person who negligently violates these Rules and Regulations, including making a false statement, representation, or certification in any application, record, or other document filed or required to be maintained under these Rules and Regulations, or by falsifying, tampering with, or rendering inaccurate any monitoring device or method required to be maintained pursuant to these Rules and Regulations, or by failing to submit a Discharge Monitoring Report, or any portion thereof, required pursuant to these Rules and Regulations, shall, upon conviction, be guilty of a crime of the fourth degree and shall, notwithstanding the provisions of subsection b. of N.J.S.A. 2C:43-3, be subject to a fine of not less than \$5,000 nor more than \$50,000 per day of violation, or by imprisonment, or by both.
- (d) Any person who purposely or knowingly violates an effluent limitation, Pretreatment Standard or other condition of a permit, or who discharges without a permit, and who knows at that time that he thereby places another person in imminent danger of death or serious bodily injury, as defined in subsection b. of N.J.S.A. 2C:11-1, shall, upon conviction, be guilty of a crime of the first degree, and shall, notwithstanding the provisions of subsection a. of N.J.S.A. 2C:43-3, be subject of a fine of not less than \$50,000 nor more than \$250,000, or, in the case of a corporation, a fine of not less than \$200,000, nor more than \$1,000,000, or by imprisonment or by both.
- (e) As used in this subsection, "purposely," "knowingly," "recklessly," and "negligent" shall have the same meaning as defined in N.J.S.A. 2C:2-2.

11.15 WASTEWATER PRETREATMENT REQUIREMENTS

In the event that the Executive Director determines that an industrial discharger is in violation and/or not in consistent compliance with the permit or these regulations, the industrial discharger may be required to install an appropriate pretreatment system to control the discharge. The Executive Director may approve the shortest possible compliance schedule for installation or construction of such pretreatment system. Any violation during construction of the pretreatment may not be subject to an automatic waiver from any applicable civil or criminal penalties, and/or other enforcement actions. A pretreatment system installation/construction may be subject to additional approval(s) from the Authority, State and other regulatory agencies.

11.16 VIOLATION OF THE STATE WATER POLLUTION CONTROL ACT

The Authority will report to the NJDEP any information the Authority obtains which indicates a person was deliberately or neglectfully violating any Pretreatment Standard, or provision of the New Jersey "Water Pollution Control Act", N.J.S.A. 58:10A-1 or the regulations promulgated thereunder and will institute a civil action or injunctive suit against the violator(s).

The Authority shall report to the NJDEP any information the Authority obtains which indicates a person knowingly made a false statement, representation or certification in an application, record or other document filed or required to be maintained by any Pretreatment Standard, any provision of the New Jersey "Water Pollution Control Act", N.J.S.A. 58:10A-1 q., or any regulations promulgated thereunder, or who falsifies, tampers with, or knowingly renders inaccurate, any monitoring devices or method required to be maintained pursuant to the State Act.

11.17 REMEDIES NONEXCLUSIVE

The provisions made throughout Section 11 of these Rules and Regulations are not exclusive remedies. The Authority reserves the right to take any, all, or any combination of these actions against a User in noncompliance. The Authority reserves the right to take other action against any User when the circumstances warrant. Furthermore, the Authority is empowered to take more than one enforcement action against any User in noncompliance. These actions may be taken concurrently.

11.18 AFFIRMATIVE DEFENSES TO DISCHARGE VIOLATIONS

11.18.1 AFFIRMATIVE DEFENSES FOR A PENALTY:

A person may be entitled to an Affirmative Defense to liability for a penalty assessed pursuant to Section 11 or other applicable Sections of these regulations for a violation of an effluent limitation occurring as a result of an Upset, or an Anticipated/Unanticipated Bypass, or a testing/laboratory error. A person shall be entitled to an Affirmative Defense only if, in the determination of the Authority, the person satisfies one of the following provisions of this Section:

11.18.1(a) Upset:

A person asserting an Upset as an Affirmative Defense pursuant to this section, except in the case of an approved maintenance operation, shall notify the Authority of an Upset within 24 hours of the occurrence, or of becoming aware of the occurrence, and, within five days thereof, shall submit written documentation, including properly signed, contemporaneous operating logs, or other relevant evidence, on the circumstances of the violation, and demonstrating, as applicable, that:

- (i) The Upset occurred, including the cause of the Upset and as necessary the identity of the person causing the Upset.
- (ii) The permitted facility was at the time being properly operated.
- (iii) The person submitted notice of the Upset as required pursuant to this section, or, in the case of an Upset resulting from the performance by the permittee of maintenance operations, the permittee provided prior notice and received an approval therefore from the Authority.
- (iv) The person complied with any remedial measures required by the Authority.

11.18.1(b) Unanticipated Bypass:

A person asserting an Unanticipated Bypass as an Affirmative Defense pursuant to this section shall notify the Authority of the Unanticipated Bypass within 24 hours of its occurrence, and, within five days thereof, shall submit written documentation, including properly signed, contemporaneous operating logs, or other relevant evidence, on the circumstances of the violation, and demonstrating that:

- (i) The Unanticipated Bypass occurred, including the circumstances leading to the Bypass;
- (ii) The permitted facility was at the time being properly operated;
- (iii) The person submitted notice of the bypass as required pursuant to this section;
- (iv) The person complied with remedial measures required by the Authority;
- (v) The Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
- (vi) There was no feasible alternative to the Bypass such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of downtime, except that the provisions of this paragraph shall not apply to a Bypass occurring during normal periods of equipment downtime or preventive maintenance if, on the basis of the reasonable engineering judgment of the Authority, back-up equipment should have been installed to avoid the need for a Bypass.

Nothing contained in subsection 11.20.1(a) or 11.20.1(b) of this section shall be construed to limit the requirement to comply with the provisions of paragraph (8) of subsection (f) of Section 6 of P.L.1977, c. 74 (N.J.S.A. 58:10A-6).

11.18.1(c) Anticipated Bypass:

A person may assert an Anticipated Bypass as an Affirmative Defense pursuant to this section only if the person provided prior notice to the Authority, at least ten (10) days prior to the date of the Bypass, and the Authority approved the Bypass, and if the person is able to demonstrate that:

- (i) The Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage; and
- (ii) There was no feasible alternative to the Bypass such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of downtime, except that the provisions of this paragraph shall not apply to a bypass occurring during normal periods of equipment downtime or preventive maintenance if, on the basis of the reasonable engineering judgment of the Authority, back-up equipment should have been installed to avoid the need for a Bypass.

11.18.1(d) Testing/Laboratory Error:

A person asserting a testing or laboratory error as an Affirmative Defense pursuant to this section shall have the burden to demonstrate, to the satisfaction of the Authority, that a serious violation involving the exceedance of an effluent limitation was the result of unanticipated test interference's, sample contamination, analytical defects, or procedural deficiencies in sampling or other similar circumstances beyond the control of the permittee.

A determination by the Authority on a claim that a violation of an effluent limitation was caused by an Upset, or a Bypass, or a testing/laboratory error shall be considered final Authority action on the matter for the purposes of the "Administrative Procedure Act," P.L. 1968, c.410 (N.J.S.A. 52: 14B-1 et seq.), and shall be subject only to review by a court of competent jurisdiction.

An assertion of an Upset, a Bypass or a testing/laboratory error as an Affirmative Defense pursuant to this subsection may not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

11.19 OTHER AFFIRMATIVE DEFENSES FOR DISCHARGES:

An Industrial User shall have an affirmative defense in any action brought against it alleging a violation of the Discharge Prohibitions or limitations established in Sections V (Prohibited Dischargers) and VI (Discharge Limitations and Conditions) of these regulations, if the Industrial User can demonstrate that:

- (a) It did not know or have reason to know that its discharge, alone or in conjunction with other discharge(s) from other sources, would cause Pass-through or interference; and
- (b)
 - (i) A local limit designed to prevent Pass-through and/or Interference, as the case may be, was developed for each pollutant in the Users Discharge that caused pass-through or interference, and the Industrial User was in compliance with each such local limit directly prior to and during the pass-through or interference; or
 - (ii) If a local limit designed to prevent pass-through and/or interference, as the case may be, has not been developed for the pollutant(s) that caused the pass-through or interference, the Users Discharge directly prior to and during the pass-through or interference did not change substantially in nature or constituents from the Industrial User's prior discharge activity when the Authority was regularly in compliance with it's NJPDES permit requirements and, in the case of interference, applicable requirements for sewage sludge use or disposal.

11.20 NEGOTIATIONS AND COMPROMISE OF PENALTY

The Authority may, in its discretion, adjust the amount of penalties determined pursuant to these regulations on the basis of the following factors:

- (i) The compliance history of the violator;
- (ii) The number, frequency and severity of the violation(s);
- (iii) The measures taken by violator to mitigate the effects of the current violation or to prevent future violations;
- (iv) The deterrent effect of the penalty and/or the severity of penalties on survival;
- (v) The mitigating or extenuating circumstances not considered in the original assessment;
- (vi) The measures proposed or undertaken by the violator to cleanup, reverse or repair environmental damages caused by the violation and/or implementation of pollution prevention/waste reduction measures; and/or
- (vii) Any other terms or conditions acceptable to the Executive Director or his/her authorized representatives.

SECTION XII: RIGHT OF ENTRY & INSPECTION

12.1 RIGHT OF ENTRY & INSPECTION

In addition to the rights provided by the law (N.J.S.A. 40: 14B-1, et. seq.), by acceptance of the permit or permit-by-rule, the User shall agree, consent and authorize the Administrator and/or any representative of the Executive Director to:

1. Enter upon the permittees premises where a discharge source is or might be located in which monitoring equipment or records required by the permit are kept, for purposes of inspection, sampling, copying or photographing. Photography shall be allowed as related to the discharge;
2. Have access to and copy, at reasonable times, any records that must be kept under the conditions of the permit;
3. Inspect, at reasonable times, any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit;
4. Sample or monitor, at reasonable times, for the purpose of assuring permit compliance or any substances or parameters at any location; and
5. Be waived from any civil or criminal act of trespass filed by the industrial discharger when they enter the premises occupied by the industrial discharger for the permit related inquiries or investigations.

12.2 SEARCH WARRANT

If the Authority or its representative has been refused access to a User's building, structure, property, record or any part thereto, dealing with these regulations or the User's permit, and the Authority is able to demonstrate probable cause that there may be a violation of these regulations, or that there is a need to inspect and/or sample as a part of routine inspection and sampling programs of the Authority designed to verify compliance with these regulations or any permit or an Order thereunder, or to protect the environment or public health, safety, welfare of the community, then the Executive Director may seek issuance of a Search Warrant from the municipal court or other appropriate courts having jurisdiction.

SECTION XIII: SEVERABILITY

If any provision, paragraph, word, section or article of these regulations is invalidated by a court of competent jurisdiction, the remaining provisions, paragraphs, words, sections and articles shall not be affected and shall continue to remain in full force and effect.

SECTION XIV: REVISIONS

The Authority reserves the right to revise these Rules and Regulations or to adopt additional Rules and Regulations from time to time as it shall deem necessary for the operation, maintenance, protection of the Authority Sewer System, public health or environment, or for meeting any revised standards of influent or effluent quality of any regulatory agencies or for any other reason the Authority deems is desirable or necessary for performing its functions properly.

SECTION XV: CONFLICT

All other regulations and parts of other regulations inconsistent or in conflict with any part of these regulations are hereby repealed to the extent of such inconsistency or conflict.

SECTION XVI: DAMAGES AND COSTS

In addition to the charges, surcharges and penalties provided herein, in the event any User shall violate an order of the Authority or willfully or negligently fail to comply with any provisions of these Rules and Regulations, the Authority may institute an appropriate action against such person to recover the damages caused to its sewer and treatment system as well as the costs incurred to rectify any treatment process difficulties as may have occurred as a result of such violation, together with reasonable attorneys' fees, court costs, court reporters' fees and other expenses of litigation. The Authority may use Federal General Pretreatment Regulations under 40 CFR 403.8(f)(1)(vi) and applicable Federal and State Water Pollution Control Acts to recover these damages, costs and expenses.

SECTION XVII: FEES AND CHARGES

17.1 FEES & CHARGES

Applicable Federal, State and Authority's regulations require that each User of a Publicly Owned Treatment Works (POTW) shall pay a fair and equitable amount of the operation and maintenance of the system. A POTW is designed to treat domestic wastewater, while non-domestic wastewater may require variable treatment or may have different impact on a POTW and its operation than that of domestic wastewater.

A user is subject to sewer use charges in accordance with regulations of the Authority. It is also purpose of these regulations to establish fees for Users of the Authority's sanitary sewer system for activities not included in the Authority's annual operating expenses and budget. The applicable charges and/or fees shall be set forth by Resolution of the Authority. A User may be subject to the following fees and charges:

- (1) Fees for reviewing accidental discharge procedures, construction and/or incident.
- (2) Fees for disposal of sludge and scavenger wastes.
- (3) Fees for filing appeals and/or contesting Authority's regulations/guidelines.
- (4) Fees for development, implementation and management of the Authority's Industrial Pretreatment Program; and fees for consistent removal by the Authority of pollutants otherwise subject to Federal Pretreatment Standards;
- (5) Connection Fees
- (6) Other fees as the Authority may deem necessary to carry out the requirements contained herein.

17.2 SURCHARGES

The Authority hereby establishes a schedule for surcharges for industrial/non-domestic Users. The Authority's pollutant discharge limitations as stated in Section 6.2 of these regulations are in effect. However, a written approval from the Executive Director for authorization of the surcharge provisions shall be required prior to a discharge of any wastewater concentrations higher than those listed in Section 6.2 of these regulations. Such an approval will avoid any penalties and/or enforcement actions for exceedance of the Authority's discharge limitations in Section 6.2. however, the surcharge option is not available for all pollutant parameter, but only for limited conventional pollutants for which the treatment plant is designed, as determined by the Authority.

The surcharges and/or surcharge provision may be amended from time to time in accordance with the State and Federal guidelines and/or based upon experience and/or difficulties encountered at the Authority Wastewater Treatment Facilities. The surcharge fee may reflect the cost associated with treatment of the excessive discharge of the pollutant by the discharger compared to the average discharge (limitations) as specified in Section-VI of these regulations.

The annual operation and maintenance costs of the Authority attributable to the pollutant parameters subject to the surcharge provision shall be available with the Authority for review and shall be revised annually or as deemed necessary by the Authority. The Executive Director reserves the right to substitute unit surcharge cost/rate of a pollutant parameter for another pollutant parameter if data is not available for the pollutant, including but not limited to, Biochemical Oxygen Demand for Chemical Oxygen Demand, etc.

For purpose of this Section, the term "Average" shall be an arithmetic means of all values from analyses of effluent samples which were performed during the reporting period under consideration. The Executive Director may not accept sample analysis performed by a non-certified laboratory for the Sewer Surcharge calculations.

The monthly (or periodic) surcharges assessed for a User shall be calculated in accordance with the formula established by the Authority.

17.3 FEE SCHEDULE

The Authority shall revise and/or update its charges, rates and fee schedules annually or as deemed necessary.

NONRESIDENTIAL SEWER USE APPLICATION

SMUA Form C

BY APPLICANT

BY SEWERAGE AUTHORITY

- | | |
|---|--|
| <p>1. Applicant: _____

 Property Owner (if different): _____
 _____</p> <p>2. Street: _____</p> <p>3. Town: _____</p> <p>4. Post Office Box: _____</p> <p>5. Tax Block: _____</p> <p>6. Telephone No.: _____</p> <p>7. Contact Person (Name/Title): _____
 _____</p> <p>8. Described Business: _____
 _____</p> <p>9. Will a garbage grinder with a motor of ½ horsepower or greater be installed? _____
 Will a grease trap be installed? _____ If yes, please state volume: _____ gallons.</p> <p>10. Will any liquid product, process, or waste be present on the premises in quantities greater than 1,000 gallons? _____ If yes, please identify: _____
 _____</p> <p>11. Will discharge consist only of Domestic Wastewater?* _____ If no, please complete and submit Form D, Supplemental Non-Domestic Sewer Use Information.</p> | <p>Subsystem: _____</p> <p>Permit No.: _____</p> <p>Attachments: _____</p> <p>Reviewed by/date: _____</p> <p>Approved by/date: _____</p> <p>Entered by/date: _____</p> <p>Comments: _____

 _____</p> |
|---|--|

The Authority will utilize the information furnished in this application in forming its opinion as to allow or restrict by issuance a permit, or prohibit the proposed discharge.

In consideration of the filing of this application, the undersigned agrees:

- To furnish any additional information relating to the use of the Public Sewerage System for which this application is made as may be requested by the Authority.
- To accept and abide by all provisions of the Rules and Regulations of the Authority, and of all amendments that may be adopted in the future. (Available for inspection and/or purchase at the Authority offices).
- To operate and maintain any waste pretreatment facilities, as may be required as a condition of the acceptance into the Public Sewerage System of the wastes involved, in an efficient manner at all times, and at no expense to the Authority.
- To allow the Authority access to the facilities and records at reasonable times and to cooperate at all times with the Authority in their inspecting, sampling, and study of the discharge and any facilities provided for pre-treatment.
- To notify the Authority immediately in the event of any accident or other occurrence that occasionally discharges to the Public Sewerage System of any wastewater or substances prohibited or not covered by this permit.

The signature presented below shall certify that to the best knowledge and belief of the Applicant, or duly Authorized Representative** of the Applicant, the information furnished in this application is true, complete and accurate.

(signature)

(position)

(date)

*Domestic Wastewater is the liquid waste or liquid borne waste; (1) resulting from preparation, cooking and handling of food and/or consisting of human excrement and similar wastes from sanitary conveniences.

**Authorized Representative means: (1) a principal executive officer of at least the level of vice president, if the applicant is a corporation; (2) a general partner or proprietor if the applicant is a partnership or proprietorship, respectively; (3) a duly authorized representative of the individual designed above if such representative is responsible for the overall operation of the facilities from which the discharge will originate.

SUPPLEMENTAL NON-DOMESTIC SEWER USE INFORMATION

SMUA Form D

BY APPLICANT

BY SEWERAGE AUTHORITY

1. Name: _____
2. Products and Average Production: _____

3. Type of Operation:
Continuous: _____ Batch: _____
Scheduled Shutdown: _____
If yes, when: _____
4. SIC Code: _____
5. Description of Non-domestic
Wastewater Discharge: _____

- Parameters exceeding 5% of Plant Capacity: _____
- Subject to USEPA Categorical
Pretreatment Std. for _____
(46CFR _____)
NJDEP Significant Industrial User: _____
- Self Monitoring: _____
Reviewed By/Date: _____
Approved By/Date: _____
Entered By/Date: _____
Permit No.: _____
Effective Date: _____
Expiration Date: _____

6. Described any waste treatment process or devices provided prior to discharge: _____

7. Attach schematic diagram indicating discharge points and any waste treatment facilities.
8. Wastewater discharge from each process stream and other sources:

<u>Stream</u>	<u>Average Daily (gpd)</u>	<u>Maximum Daily (gpd)</u>	<u>Peak (gpm)</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

9. Discharges are (measured, estimated). If estimated, why? _____
How: _____

10. Based upon knowledge or materials and operations used at the facility, could the discharge contain any pollutant regulated by Article V of the Authority Rules and Regulations? _____
11. If yes, please attach a list of such pollutants and the concentrations of each representative of Normal work cycles and expected discharge. Indicate the time, date, and methods of analysis. Estimated values may be supplied for new facilities. Confirmation testing may be required in this instance.

Certificate of Compliance/Noncompliance**

To the best of my knowledge and belief, that the prohibitions and restrictions of Article V of the Authority's Rules and Regulations (are/are not) being met on a consistent basis.

(signature)

(position)

(date)

Certification by Applicant*

The information and certification contained in or attached to this application and familiar to me and to the best of my knowledge and belief, they are true, complete, and accurate.

(signature)

(position)

(date)

*Same as Form C

** By qualified professional familiar with the discharge and the Authority Rules and Regulations.

Industrial Pretreatment Program

INDUSTRIAL WASTEWATER DISCHARGE PERMIT APPLICATION

The following information must be reported. Incomplete Applications will be returned. Please print clearly or type in space provided. If additional space is required, attach a separate sheet and reference accordingly.

A. GENERAL INFORMATION

Facility Name: _____

Street Address: _____

Mailing Address: _____

Facility Representative: _____
Title: _____
Phone Number: _____

Primary SIC Code: _____ Description: _____

Secondary SIC Code: _____ Description: _____

Please describe the nature of the business and the various processes of operations incorporated which produce wastewater:

Is this facility subject to any Categorical Pretreatment Standards:
_____ YES _____ NO

If yes, list all industrial categorical classifications and any subcategories applicable: _____

B. FACILITY OPERATIONAL CHARACTERISTICS

Discharge Status: _____ Proposed
 _____ Existing
 _____ Modified

If proposed, estimate the date when the industrial user desires to commence operation:

Describe briefly the product(s) manufactured, or the service(s) provided:

Number of Employees: Full Time: _____ Part Time: _____

Average number of employees per shift: _____ 1st _____ 2nd _____ 3rd
Shift start times: _____ 1st _____ 2nd _____ 3rd
Shifts normally worked each day: _____ 1st _____ 2nd _____ 3rd

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 st							
2 nd							
3 rd							

C. WATER DATA

1. Raw Water Source(s):

	Is meter reading available?	Units of Measure
Public _____	_____	_____
Private Well _____	_____	_____
Surface Water _____	_____	_____
Other _____	_____	_____

2. Water Received: Year _____

	Public Supply	Well Water	Surface Water	Other Source	Total Water
1 st Quarter					
2 nd Quarter					
3 rd Quarter					
4 th Quarter					
Totals					

If the water source is not metered, indicate the method used for determining volume or rate of consumption: _____

3. WATER DISTRIBUTION:	YEAR: _____ (REPORT VOLUME IN GALLONS PER YEAR)
a. Sanitary Domestic Use	_____
b. Process Operation	_____
c. Groundwater Treatment System	_____
d. Storm Sewer	_____
e. Water Contained in Product	_____
f. Evaporation	_____
g. Waste Haulers	_____
h. Sprinkler System	_____
i. Other	_____
TOTAL	_____

D. PROCESS WASTEWATER DISCHARGE:

Type of Discharge: _____ Continuous
_____ Batch

If Continuous Discharge:

Average Daily Discharge:	_____	Gallons per Day
Maximum Daily Discharge:	_____	Gallons per Day
Instantaneous Peak Discharge:	_____	Gallons per Day

If Batch Discharge:

Average Number of Batch Discharges per Day:	_____	
Average Volume of Discharge per Batch:	_____	Gallons
Total Process Wastewater Volume per Day:	_____	Gallons

Is there a schedule facility shutdown?
If Yes, When?

_____ YES

_____ NO

Attach a site plan and floor plan indicating all existing or proposed sewer and drain lines, outlets to a storm sewer, river, or other. Detail all points of connection to the municipalities and to SMUA collection system and the representative sampling point for each discharge.

Describe any seasonal variations including dates, flow volumes, hours of operation etc. Include any variations which affect the characteristics of the wastewater:

Describe any wastewater pretreatment systems planned or in use:

Provide schematic diagram of wastewater treatment system. Include a copy of the treatment system Standard Operating Procedures (SOP) including all maintenance schedules, residuals management plans, Licensed Operator requirements, or other relative information.

Provide a listing of all material known to be present or suspected to be present in the wastewater prior to treatment along with the known or estimated concentration(s).

E. ANALYSIS OF WASTEWATER DISCHARGE SAMPLING :

The collection of samples for laboratory analysis should be supervised by a person experienced in the collection of industrial wastewater samples. Any specific requirements contained in the applicable analytical methods should be followed for sample containers, sample preservation, holding times, collection of duplicate samples, etc. The time of sampling should be representative of normal operation, to the extent feasible, with all processes which contribute wastewater in normal operation. Samples shall be taken immediately downstream from pretreatment facilities or regulated process wastestream(s) prior to connection with domestic waste sources.

Grab and Composite Samples are defined as follows:

1. GRAB SAMPLE: An individual sample of at least 100 milliliters collected over no more than any fifteen (15) minute period.
2. COMPOSITE SAMPLE: A combination of no less than eight (8) individual sample aliquots of at least 100 milliliters, collected at periodic intervals during the normal operation of the processes intended to be monitored.

ANALYSIS:

All sampling and analysis shall be performed in accordance with the techniques prescribed in 40 CFR part 136 and amendments thereto. Where 40 CFR part 136 does not contain sampling and analytical techniques for the pollutant in question, sampling and analysis shall be performed using validated analytical methods or any other applicable sampling and analytical procedures approved by the SMUA.

For proposed (new) discharges, in which the actual wastestream is unavailable for sampling, estimated concentration for all pollutants anticipated to be discharged shall be provided. The estimated values must be verified by sampling and analysis of the wastestream(s) no later than ten (10) days following commencement of discharge.

All wastestreams are required to be analyzed for the parameters checked off in Table 1. Composite samples shall be used for all analysis except for pH, Temperature, Cyanide, Phenol, Oil & Grease, and Volatile Organic Compounds, all of which shall be collected as discrete grab samples.

Samples Collected By: _____
Samples Analyzed By: _____
Laboratory Name: _____
Address: _____

Date: _____
Date: _____

N.J. Certification #: _____

List all processes in operation at the time of sample collection:

F. PREPARER INFORMATION

In consideration of the granting of this permit, the undersigned agrees with the following:

1. To furnish any additional information relating to the installation or use of the sewer for which this permit is sought as may be requested by the Authority.
2. To accept and abide by all of the provisions of the Title 40 Code, of Federal Regulations part 403 et. seq., The New Jersey Clean Water Enforcement Act, the SMUA Rules, Regulations, and Standards, and any other pertinent Rules and Regulations, ordinances, or requirements that may be adopted in the future.
3. To operate and maintain any waste pretreatment facilities, as may be required as a condition of the acceptance into the public sewer of the industrial waste involved, in an efficient manner at all times and at no expense to the Authority.
4. To cooperate at all times with the Authority and its representatives in their inspecting, sampling, and study of the industrial wastes, pretreatment facilities, process areas, and relevant records.
5. To notify the Authority immediately in the event of any accident caused by negligence or any other occurrence that occasions discharge to the public sewer of any wastes or process waters which are inconsistent with the normal operating procedures or wastewater composition.
6. To notify the Authority of any changes to the use of the facility or to the process operations including all changes of occupancy, process wastewater discharge, wastewater constituents, flow volumes, or any other change of information which is covered by this application or the permit (IWDP).
7. To be responsible for all costs incurred by the Authority in the review of this application, any engineering fees, legal fees, or any other costs incurred to correct or remedy the violation of any provision of the Authority IWDP, Rules and Regulations, or other ordinance.
8. Agree with the following certification statement:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in, accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that these are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations"

Failure to abide by any of the above requirements or for any other reason including, but not limited to the following : Falsifying self-monitoring reports; Tampering with monitoring equipment; Refusing to allow timely access to the facility premises and records; Failure to meet effluent Discharge Limitations; Failure to pay fines; Failure to pay Sewer charges; Failure to meet compliance schedules; Obtaining a permit by misrepresentation or failure to disclose relevant facts; or Failure to abide by the Rules, Regulations, And Standards of the Authority will be cause for the revocation of the Industrial Wastewater Discharge Permit at the sole discretion of the Authority.

Signature of Official: _____ Date: _____

Type or Print Name and Title: _____

Notary Seal:

G. MUNICIPALITY ACKNOWLEDGMENT

The Municipality of _____
hereby acknowledges that _____

is applying for a permit to use or install an Industrial Sewer Connection to discharge wastewater to the municipal collection system and the Secaucus Municipal Utilities Authority.

Property located at: _____

(Lot/Block # - Address)

Name of owner or official responsible at said location is: _____

The type of business is: _____

The municipality understands its obligation, and agrees to notify the SMUA of any changes to in the Certificate of Occupancy, use, or ownership of the above property.

Date Signature of Borough Clerk or Administrator

NOTE: This application will not be processed without an Acknowledgment from the respective Municipality.

Return completed Application and all other correspondence to:

Secaucus Municipal Utilities Authority
1100 Koelle Boulevard
Secaucus, NJ 07094
Attn.: **Brian Bigler, Executive Director**

TABLE I

RESULTS

Parameter (Units in mg/L unless otherwise noted)	Analysis Required	Discharge Point #	Discharge Point #	Discharge Point #
CBOD - Carbonaceous Biochemical Oxygen Demand	X			
COD - Chemical Oxygen Demand				
TOC - Total Organic Carbon				
TSS - Total Suspended Solids	X			
TDS - Total Dissolved Solids				
Ammonia (as Nitrogen)	X			
Total Kjeldahl Nitrogen (TKN)	X			
Temperature (°C)	X			
pH	X			
Color (Standard Units)	X			
Oil & Grease - Petroleum Hydrocarbons	X			
Oil & Grease - Non-Petroleum Origin	X			
Phosphorus, Total (as P)	X			
Sulfide, Total				
Cyanide, Total	X			
Phenol, Total	X			
Antimony, Total				
Arsenic, Total	X			
Beryllium, Total	X			
Boron, Total				
Cadmium, Total	X			
Chromium, Total	X			
Copper, Total	X			
Iron, Total				
Lead, Total	X			
Manganese, Total				
Mercury, Total	X			
Nickel, Total	X			
Selenium, Total				
Silver, Total	X			
Thallium, Total				
Zinc, Total	X			
<i>Attach a separate listing for the following:</i>				
Total Volatile Organics - EPA Method 624	X			
Semi-Volatile Organics - EPA Method 625				
Pesticides - EPA Method 608				
PCB's EPA Method 608				

Resolution No. _____

**TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY**

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS AUTHORIZING
THE AWARD OF A SERVICE CONTRACT FOR THE TOWN GENERATORS TO
ENER-G RUDOX, LLC**

WHEREAS, the Town of Secaucus has numerous generators and needs to enter into a maintenance contract to be certain the generators continue to function properly and are properly maintained; and

WHEREAS, the Town of Secaucus Department of Public Works has obtained three (3) quotes for generator maintenance services; and

WHEREAS, ENER-G Rudox, LLC, located at 180 East Union Avenue, East Rutherford, New Jersey 07073 has submitted a Service Agreement dated January 9, 2020, that was presented to the Qualified Purchasing Agent, providing for the maintenance of the Town generators listed on the attached Agreement for an annual contract price of Ten Thousand Four Hundred Twenty-Eight Dollars and 00/100 (\$10,428.00); and

WHEREAS, ENER-G Rudox, LLC was the lowest responsible quote; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 01-2010-00-11092-069.

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey award the service contract for the Town generators to ENER-G Rudox, LLC at an amount not to exceed Ten Thousand Four Hundred Twenty-Eight Dollars and 00/100 (\$10,428.00) for a one (1) year term beginning on February 11, 2020; and

BE IT FURTHER RESOLVED, that ENER-G Rudox, LLC shall provide any and all compliance information requested by the Town of Secaucus Office of Purchasing; and

BE IT FURTHER RESOLVED, that the Mayor, Town Administrator, or their designee are hereby authorized to execute any documents regarding the awarding of the service contract with ENER-G Rudox, LLC for the Town generators as described herein; and

BE IT FURTHER RESOLVED, that the Mayor, Town Administrator, or their designee are hereby authorized to take any action necessary to effectuate the spirit and purpose of this resolution.

Adopted: February 11, 2020

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on February 11, 2020.

Town Clerk		Mayor		
Motion:	Yes	No	Abstain	Absent
Second:				
Councilman Costantino				
Councilman McKeever				
Councilman Clancy				
Councilman Dehnert				
Councilman Gerbasio				
Councilwoman Tringali				
Mayor Gonnelli				

I, Sheetal Nagpal, Treasurer of the Town of Secaucus, do hereby certify that funds are available in accordance with the Local Budget Law NJSA 40A:4-1 in Account Number: 01-2010-00-11092-069
Amount \$ 10428.60 Date 2/7/2020
Sheetal Nagpal
Sheetal Nagpal



SERVICE AGREEMENT

ENER-G Rudox LLC
180 E. Union Ave
E. Rutherford, NJ 07073 USA

T: +1.201.438.0111
F: +1.201.438.3403
E: info-energrudox@centrica.com
W: centricabusinesssolutions.com

Date: January 9, 2020
From: John Masucci
Phone: 201-509-1949
Email/Fax: 201-438-3403
Company Name: ENER-G Rudox LLC

To: Raymond Cieciuch
Phone: 201 376-6819
Email: Rcieciuch@Secaucus.net
Company Name: Town of Secaucus
Location: Town Hall 1203 Paterson Plank Rd, Secaucus, NJ 07094

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

Ray,

Thank you for contacting ENER-G Rudox LLC with your service requirements. We are pleased to quote you the following:

Service and inspect the subject equipment according to the attached procedures. These sheets also serve as our technician's checklist in performing the service. In "Exhibit B-Billing Procedure", we extend our contract customers a discount structure for service parts and labor outside of basic preventative maintenance.

Please call if you have any questions regarding the proposal. We look forward to an ongoing relationship with "Town of Secaucus"

Sincerely,

John Masucci
ENER-G Rudox LLC
c: 201-509-1949
e: john.masucci@centrica.com



SERVICE AGREEMENT

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ENGINE MAINTENANCE SERVICE AGREEMENT EMERGENCY – STANDBY EQUIPMENT

THIS AGREEMENT, made between ENER-G Rudox LLC hereinafter called "ENER-G Rudox" and "Town of Secaucus.", hereinafter called "OWNER", WITNESSETH THAT:

WHEREAS, OWNER is desirous of having periodic maintenance service performed on certain diesel and/or gas engines more specifically described hereinafter and,

WHEREAS, ENER-G Rudox is willing to provide and/or arrange for such maintenance service

NOW THEREFORE, in consideration of the premises and one dollar and other valuable considerations, the receipt of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. ENER-G Rudox shall service and maintain as specified hereinafter, OWNER'S diesel and/or gas engines as follows:

ENGINE MFG.	MODEL	BUILDING	ADDRESS
Caterpillar	3306	Town Hall	1203 Paterson Plank Road
GENERAC	FORD V-10	Engine 1	150 Plaza Center Road
Mitsubishi	6D22TC	Born Street Pump Station	
John Deere	4045HF285	High School Pump Station	11 Mill Ridge Road
John Deere	3029TF150	River Road Pump Station	
John Deere	6068HF285	OEM 2	325 Centre Ave
John Deere	4024HF285	OEM MOBILE	1377 Patterson Plant Rd
John Deere	4045HF285	OEM Iron Work #3	1377 Patterson Plant Rd
Cummins	QSK23	Golden Avenue Pump Station	
GM VORTEC	4.3	WH&L Firehouse	2725 County Ave
Kubota	V2230	Secaucus Road Gate	Secaucus rd near Meadowland pkwy
GENERAC	30KW	ENGINE # 3	146 CENTRE AVE
GENERAC	275 KW	Library	1379 Patterson Plank rd

2. This agreement will commence on January 7, 2020 and continue in force until January 7, 2021
3. A. ENER-G Rudox shall perform maintenance service on said engine 2 times annually on a mutually agreed to schedule. During such performance of said maintenance service, ENER-G Rudox shall perform all work specified in Exhibit A.

B. During the performance of the maintenance service, if it is observed that repairs other than the maintenance service are required, such repairs will be brought to the attention of the OWNER. ENER-G Rudox will provide an estimate of costs of these repairs. ENER-G Rudox shall make such repairs as



SERVICE AGREEMENT

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E. Rutherford, NJ 07073 USA

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F: +1.201.438.3403
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W: centricabusinesssolutions.com

agreed by the OWNER or his representative. All such repair work will be charged separately at standard rates and prices for parts used and labor expended. Normal billing procedure is listed as Exhibit B.

- C. OWNER shall pay ENER-G Rudox for all parts and labor expended in performing maintenance or repair service within thirty (30) days following presentation of the invoices by ENER-G Rudox.
4. OWNER shall be notified of impending engine maintenance service call by ENER-G Rudox and ENER-G Rudox shall be given unimpeded access to the premises housing said engine for the purpose of performing maintenance service. Secure parking and unloading area shall be provided at no cost to ENER-G Rudox. Units to be serviced one at a time to assure availability in case of power outage.
5. All maintenance service work shall be performed in a good workmanlike manner. ENER-G Rudox will, after performing maintenance service, provide test running and loading (using customer's load) of the engines which are required to check operation of the engines (unless prevented by OWNER).
6. ENER-G Rudox shall carry general liability insurance of \$1,000,000.00 with \$5,000,000.00 umbrella coverage. In addition, ENER-G Rudox shall carry the statutory workmen's compensation coverage.
7. In the event emergency or additional service is needed call 201-438-0111. Arrangements will be made to have a serviceman dispatched as soon as possible, pursuant to receiving a purchase order sufficient to cover emergency assessment.
8. OWNER understands and agrees that this service contract is not a guarantee of engine or generator set performance or life. OWNER also agrees that any loss or contingent liability resulting from lack of performance or, life of the machine or, inability of ENER-G Rudox to perform is not the liability of ENER-G Rudox in any way. In no event shall ENER-G Rudox be liable for indirect, special, incidental or consequential damages, whether arising from contract, tort or strict liability, at law or in equity, including but not limited to, loss of profits or revenue, economic loss, "down time", lost production or failure to meet contractual obligations. The total liability of ENER-G Rudox shall in no event exceed the amount actually paid by the owner for the products or services which gave rise to the alleged claim, loss or damage.
9. The fixed cost and hourly maintenance rates listed on Exhibit A will escalate year on year at a rate equivalent to the greater of the relevant industry sub-set of CPI or 3% (in the preceding maintenance year). Price is for normal working hours, unimpeded unit accessibility and loading dock parking. Customer requested overtime, delays in access to the units (not under the control of ENER-G Rudox) and off-site parking will result in additional charges at the prevailing rate. Total annual price of scheduled maintenance for year one of this agreement is \$10,428.00 plus applicable taxes.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first above-written.



SERVICE AGREEMENT

ENER-G Rudox LLC
180 E. Union Ave
E. Rutherford, NJ 07073 USA

T: +1.201.438.0111
F: +1.201.438.3403
E: info-energrudox@centrica.com
W: centricabusinesssolutions.com

ENER-G Rudox, LLC

[Town of Secaucus]

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

EXHIBIT A – WORK TO BE PERFORMED					
		MACHINE DATA		SCHEDULED MAINTENANCE PER YEAR	PRICE PER VISIT
Make:	Caterpillar	A.	FULL PM	1	\$775.00
Model:	3306	B.	SYSTEM CHECK	1	\$107.00
Serial No.:	66D28213				
Ref. No					
Owner:	Town of Secaucus – Town Hall 1203 Paterson Plank Road				
	A.	B.	C.		
1.	X			Change lubricating oil	
2.	X			Change lube oil filters	
3.	X			Change fuel oil filters	
4.	X	X		Inspect air filter	
5.	X			Change air filter, if required	
6.	X			Adjust valves, as required by manufacturer.	
7.	X	X		Check coolant level and degree of protection and PH	
8.				Drain and flush cooling system and refill with 50% antifreeze solution	
9.	X	X		Inspect and adjust engine belts	
10.	X	X		Check flex connections and mountings	
11.	X	X		Check operation of jacket water heater	
12.	X			Change jacket water heater hoses, as required	
13.	X	X		Check battery level and maintain	
14.	X	X		Check operation of battery charging equipment	
15.	X	X		Lubricate necessary fittings	
16.	X			Inspect governor linkage, oil level and control	
17.	X			Inspect electronic governor connections	
18.	X	X		Repair minor coolant, lube and fuel leaks	
19.	X	X		Inspect day tank and pump control	
20.				Inspect spark plugs, magneto and coils; replace plugs as required	
21.	X	X		Drain condensate from day tank, if accessible	
22.	X			Check operation of remote fans, pumps and louvers	
23.	X			Inspect generator; clean, if necessary	
24.	X	X		Check auto start/stop mode	
25.	X	X		Check safety shutdown	
26.	X	X		Test fault lamps and replace bad bulbs	
27.	X	X		Operate electric set and check or reset for correct voltage and frequency	
28.				Inspect and clean automatic transfer switch (ATS) without removing power from ATS and without transferring sources	
29.	X			Load test machine through operation of transfer switch and using building load. (*This will be done only with permission of the engineer on duty.)	
30.		X		Load test machine with onsite load bank (if available).	
31.				Load test machine with load bank(s) supplied by ENER-G Rudox	
32.	X	X		Dispose of all used material in accordance with applicable regulations	
33.	X			Sample used lube oil and spectrographically analyze for wear particles and contamination	
34.	X	X		Inspect fuel supply lines	
35.	X	X		Wipe down equipment and cleanup work area	

EXHIBIT A – WORK TO BE PERFORMED (NATURAL GAS)					
	MACHINE DATA			SCHEDULED MAINTENANCE PER YEAR	PRICE PER VISIT
Make:	GENERAC			A. FULL PM	1 \$538.00
Model:	FORD-V10			B. SYSTEM CHECK	1 \$163.00
Serial No.:	3002666019			C.	
Ref. No					
Owner:	Town of Secaucus – Engine 1 150 Plaza Center Road				
	A.	B.	C.		
1	X	X		Check cylinder temperatures at available load.	
2	X	X		Inspect air cleaner indicator.	
3	X	X		Check coolant level systems.	
4	X	X		Check battery level and maintain.	
5	X	X		Check operation of battery charging equipment.	
6	X	X		inspect Altronic display for alarms and check spark energy level	
7				Check engine oil level add as needed.	
8		X		Check overall appearance for any unusual: Noise, Vibration, Loose Bolts or Nuts, and Coolant, Oil Leaks, and Gas Leaks	
9		X		Check crankcase pressure gauge and adjust valve accordingly, if needed.	
10		X		Check for the presence of any alarms on the computer and on GENCON.	
11		X		Check that all display data readings are in their normal ranges.	
12	X			Change lubricating oil As required	
13	X			Change lube oil filters and bypass oil filter.	
14	X			Analyze oil reports for wear particles and contamination.	
15	X	X		Inspect gas train pressure gauges for proper supply pressures.	
16		X		Change air filter as needed.	
17	X			Check intercooler drain for coolant leaks.	
18	X	X		Check and adjust pre-chamber valve lash; record changes. As required	
19		X		Check degree of protection and PH.	
20		X		Check exhaust flex connections for leaks or loose fittings.	
21		X		Check operation of jacket water heater.	
22		X		Lubricate necessary fittings.	
23	X			Inspect governor linkage operation.	
24		X		Inspect electronic governor connections, actuator, and coupling.	
25	X			Repair minor coolant, lube oil, and gas leaks, engine related.	
26	X			Check spark plug ignition wires, mag pickup wires, and hall effect pickup wires. Inspect the spark plugs.	
27	X			Check operation of remote fans, louvers, and radiators.	
28	X			Inspect generator and AVR.	
29				Inspect generator bearing and stator RTD readings.	
30		X		Check auto start/stop controls.	
31		X		Check safety shutdowns.	
32	X			Dispose of all used material in accordance with applicable regulations.	
33	X			Check the starting motors.	
34	X			Visually inspect the pre-chamber holders. As required	

EXHIBIT A (CONTINUED) – WORK TO BE PERFORMED (NATURAL GAS)				
	A.	B.		
35	X			Check air/fuel ratio controller for proper operation.
36	X			Check Delta P controller for proper operation.
37	X			Inspection of gas regulator and solenoid valve.
38	X			Inspect radiator cleanliness and proper operation.
39	X			Inspect radiator belts, grease fittings, if needed.
40	X	X		Operate generator set and verify correct voltage and frequency.
41	X			Load test machine through operation of transfer switch and using building load. (*This will be done only with permission of the engineer on duty.)
42		X		Load test machine with onsite load bank
43		X		Check for proper operation of computer hardware and software.
44		X		Review service log for completeness and any follow-up required.
45.	X	X		Clean up work area and wipe down equipment

EXHIBIT A – WORK TO BE PERFORMED					
		MACHINE DATA		SCHEDULED MAINTENANCE PER YEAR	PRICE PER VISIT
Make:	Mitsubishi	A.	FULL PM	1	\$642.00
Model:	6D22TC	B.	SYSTEM CHECK	1	\$107.00
Serial No.:	D990905777	C.			
Ref. No					
Owner:	Town of Secaucus – Born Street Pump Station				
	A.	B.	C.		
1.	X			Change lubricating oil	
2.	X			Change lube oil filters	
3.	X			Change fuel oil filters	
4.	X	X		Inspect air filter	
5.	X			Change air filter, if required	
6.	X			Adjust valves, as required by manufacturer.	
7.	X	X		Check coolant level and degree of protection and PH	
8.				Drain and flush cooling system and refill with 50% antifreeze solution	
9.	X	X		Inspect and adjust engine belts	
10.	X	X		Check flex connections and mountings	
11.	X	X		Check operation of jacket water heater	
12.	X			Change jacket water heater hoses, as required	
13.	X	X		Check battery level and maintain	
14.	X	X		Check operation of battery charging equipment	
15.	X	X		Lubricate necessary fittings	
16.	X			Inspect governor linkage, oil level and control	
17.	X			Inspect electronic governor connections	
18.	X	X		Repair minor coolant, lube and fuel leaks	
19.	X	X		Inspect day tank and pump control	
20.				Inspect spark plugs, magneto and coils; replace plugs as required	
21.	X	X		Drain condensate from day tank, if accessible	
22.	X			Check operation of remote fans, pumps and louvers	
23.	X			Inspect generator; clean, if necessary	
24.	X	X		Check auto start/stop mode	
25.	X	X		Check safety shutdown	
26.	X	X		Test fault lamps and replace bad bulbs	
27.	X	X		Operate electric set and check or reset for correct voltage and frequency	
28.				Inspect and clean automatic transfer switch (ATS) without removing power from ATS and without transferring sources	
29.	X			Load test machine through operation of transfer switch and using building load. (*This will be done only with permission of the engineer on duty.)	
30.		X		Load test machine with onsite load bank (if available).	
31.				Load test machine with load bank(s) supplied by ENER-G Rudox	
32.	X	X		Dispose of all used material in accordance with applicable regulations	
33.	X			Sample used lube oil and spectrographically analyze for wear particles and contamination	
34.	X	X		Inspect fuel supply lines	

35.	X	X		Clean up work area and wipe down equipment
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EXHIBIT A – WORK TO BE PERFORMED							
		MACHINE DATA		SCHEDULED MAINTENANCE PER YEAR		PRICE PER VISIT	
Make:	John Deere		A.	FULL PM		1	\$608.00
Model:	4045HF285		B.	SYSTEM CHECK		1	\$92.00
Serial No.:	2654F		C.				
Ref. No							
Owner:	Town of Secaucus – High School Pump Station - 11 Mill Ridge Road						
	A.	B.	C.				
1.	X			Change lubricating oil			
2.	X			Change lube oil filters			
3.	X			Change fuel oil filters			
4.	X	X		Inspect air filter			
5.	X			Change air filter, if required			
6.	X			Adjust valves, as required by manufacturer.			
7.	X	X		Check coolant level and degree of protection and PH			
8.				Drain and flush cooling system and refill with 50% antifreeze solution			
9.	X	X		Inspect and adjust engine belts			
10.	X	X		Check flex connections and mountings			
11.	X	X		Check operation of jacket water heater			
12.	X			Change jacket water heater hoses, as required			
13.	X	X		Check battery level and maintain			
14.	X	X		Check operation of battery charging equipment			
15.	X	X		Lubricate necessary fittings			
16.	X			Inspect governor linkage, oil level and control			
17.	X			Inspect electronic governor connections			
18.	X	X		Repair minor coolant, lube and fuel leaks			
19.	X	X		Inspect day tank and pump control			
20.				Inspect spark plugs, magneto and coils; replace plugs as required			
21.	X	X		Drain condensate from day tank, if accessible			
22.	X			Check operation of remote fans, pumps and louvers			
23.	X			Inspect generator; clean, if necessary			
24.	X	X		Check auto start/stop mode			
25.	X	X		Check safety shutdown			
26.	X	X		Test fault lamps and replace bad bulbs			
27.	X	X		Operate electric set and check or reset for correct voltage and frequency			
28.				Inspect and clean automatic transfer switch (ATS) without removing power from ATS and without transferring sources			
29.	X			Load test machine through operation of transfer switch and using building load. (*This will be done only with permission of the engineer on duty.)			
30.		X		Load test machine with onsite load bank (if available).			
31.				Load test machine with load bank(s) supplied by ENER-G Rudox			
32.	X	X		Dispose of all used material in accordance with applicable regulations			
33.	X			Sample used lube oil and spectrographically analyze for wear particles and contamination			
34.	X	X		Inspect fuel supply lines			
35.	X	X		Clean up work area and wipe down equipment			

EXHIBIT A – WORK TO BE PERFORMED					
	MACHINE DATA			SCHEDULED MAINTENANCE PER YEAR	PRICE PER VISIT
Make:	John Deere			A. FULL PM	1 \$609.00
Model:	3029TF150			B. SYSTEM CHECK	1 \$92.00
Serial No.:	CD3029L298952			C.	
Ref. No					
Owner:	Town of Secaucus – River Road Pump Station				
	A.	B.	C.		
1.	X			Change lubricating oil	
2.	X			Change lube oil filters	
3.	X			Change fuel oil filters	
4.	X	X		Inspect air filter	
5.	X			Change air filter, if required	
6.	X			Adjust valves, as required by manufacturer.	
7.	X	X		Check coolant level and degree of protection and PH	
8.				Drain and flush cooling system and refill with 50% antifreeze solution	
9.	X	X		Inspect and adjust engine belts	
10.	X	X		Check flex connections and mountings	
11.	X	X		Check operation of jacket water heater	
12.	X			Change jacket water heater hoses, as required	
13.	X	X		Check battery level and maintain	
14.	X	X		Check operation of battery charging equipment	
15.	X	X		Lubricate necessary fittings	
16.	X			Inspect governor linkage, oil level and control	
17.	X			Inspect electronic governor connections	
18.	X	X		Repair minor coolant, lube and fuel leaks	
19.	X	X		Inspect day tank and pump control	
20.				Inspect spark plugs, magneto and coils; replace plugs as required	
21.	X	X		Drain condensate from day tank, if accessible	
22.	X			Check operation of remote fans, pumps and louvers	
23.	X			Inspect generator; clean, if necessary	
24.	X	X		Check auto start/stop mode	
25.	X	X		Check safety shutdown	
26.	X	X		Test fault lamps and replace bad bulbs	
27.	X	X		Operate electric set and check or reset for correct voltage and frequency	
28.				Inspect and clean automatic transfer switch (ATS) without removing power from ATS and without transferring sources	
29.	X			Load test machine through operation of transfer switch and using building load. (*This will be done only with permission of the engineer on duty.)	
30.		X		Load test machine with onsite load bank (if available).	
31.				Load test machine with load bank(s) supplied by ENER-G Rudox	
32.	X	X		Dispose of all used material in accordance with applicable regulations	
33.	X			Sample used lube oil and spectrographically analyze for wear particles and contamination	
34.	X	X		Inspect fuel supply lines	
35.	X	X		Clean up work area and wipe down equipment	

EXHIBIT A – WORK TO BE PERFORMED					
	MACHINE DATA			SCHEDULED MAINTENANCE PER YEAR	PRICE PER VISIT
Make:	John Deere			A. FULL PM	1 \$758.00
Model:	6068HF285			B. SYSTEM CHECK	1 \$107.00
Serial No.:	L050507			C.	
Ref. No					
Owner:	Town of Secaucus – OEM 325 Centre Avenue				
	A.	B.	C.		
1.	X			Change lubricating oil	
2.	X			Change lube oil filters	
3.	X			Change fuel oil filters	
4.	X	X		Inspect air filter	
5.	X			Change air filter, if required	
6.	X			Adjust valves, as required by manufacturer.	
7.	X	X		Check coolant level and degree of protection and PH	
8.				Drain and flush cooling system and refill with 50% antifreeze solution	
9.	X	X		Inspect and adjust engine belts	
10.	X	X		Check flex connections and mountings	
11.	X	X		Check operation of jacket water heater	
12.	X			Change jacket water heater hoses, as required	
13.	X	X		Check battery level and maintain	
14.	X	X		Check operation of battery charging equipment	
15.	X	X		Lubricate necessary fittings	
16.	X			Inspect governor linkage, oil level and control	
17.	X			Inspect electronic governor connections	
18.	X	X		Repair minor coolant, lube and fuel leaks	
19.	X	X		Inspect day tank and pump control	
20.				Inspect spark plugs, magneto and coils; replace plugs as required	
21.	X	X		Drain condensate from day tank, if accessible	
22.	X			Check operation of remote fans, pumps and louvers	
23.	X			Inspect generator; clean, if necessary	
24.	X	X		Check auto start/stop mode	
25.	X	X		Check safety shutdown	
26.	X	X		Test fault lamps and replace bad bulbs	
27.	X	X		Operate electric set and check or reset for correct voltage and frequency	
28.				Inspect and clean automatic transfer switch (ATS) without removing power from ATS and without transferring sources	
29.	X			Load test machine through operation of transfer switch and using building load. (*This will be done only with permission of the engineer on duty.)	
30.		X		Load test machine with onsite load bank (if available).	
31.				Load test machine with load bank(s) supplied by ENER-G Rudox	
32.	X	X		Dispose of all used material in accordance with applicable regulations	
33.	X			Sample used lube oil and spectrographically analyze for wear particles and contamination	
34.	X	X		Inspect fuel supply lines	
35.	X	X		Clean up work area and wipe down equipment	

EXHIBIT A – WORK TO BE PERFORMED					
	MACHINE DATA			SCHEDULED MAINTENANCE PER YEAR	PRICE PER VISIT
Make:	John Deere			A. FULL PM	1 \$609.00
Model:	4024HF285			B. SYSTEM CHECK	1 \$92.00
Serial No.:	PE4045L119304			C.	
Ref. No					
Owner:	Town of Secaucus – OEM 1377 Patterson Plank Road				
	A.	B.	C.		
1.	X			Change lubricating oil	
2.	X			Change lube oil filters	
3.	X			Change fuel oil filters	
4.	X	X		Inspect air filter	
5.	X			Change air filter, if required	
6.	X			Adjust valves, as required by manufacturer.	
7.	X	X		Check coolant level and degree of protection and PH	
8.				Drain and flush cooling system and refill with 50% antifreeze solution	
9.	X	X		Inspect and adjust engine belts	
10.	X	X		Check flex connections and mountings	
11.	X	X		Check operation of jacket water heater	
12.	X			Change jacket water heater hoses, as required	
13.	X	X		Check battery level and maintain	
14.	X	X		Check operation of battery charging equipment	
15.	X	X		Lubricate necessary fittings	
16.	X			Inspect governor linkage, oil level and control	
17.	X			Inspect electronic governor connections	
18.	X	X		Repair minor coolant, lube and fuel leaks	
19.	X	X		Inspect day tank and pump control	
20.				Inspect spark plugs, magneto and coils; replace plugs as required	
21.	X	X		Drain condensate from day tank, if accessible	
22.	X			Check operation of remote fans, pumps and louvers	
23.	X			Inspect generator; clean, if necessary	
24.	X	X		Check auto start/stop mode	
25.	X	X		Check safety shutdown	
26.	X	X		Test fault lamps and replace bad bulbs	
27.	X	X		Operate electric set and check or reset for correct voltage and frequency	
28.				Inspect and clean automatic transfer switch (ATS) without removing power from ATS and without transferring sources	
29.	X			Load test machine through operation of transfer switch and using building load. (*This will be done only with permission of the engineer on duty.)	
30.		X		Load test machine with onsite load bank (if available).	
31.				Load test machine with load bank(s) supplied by ENER-G Rudox	
32.	X	X		Dispose of all used material in accordance with applicable regulations	
33.	X			Sample used lube oil and spectrographically analyze for wear particles and contamination	
34.	X	X		Inspect fuel supply lines	
35.	X	X		Clean up work area and wipe down equipment	

EXHIBIT A – WORK TO BE PERFORMED					
	MACHINE DATA			SCHEDULED MAINTENANCE PER YEAR	PRICE PER VISIT
Make:	John Deere			A. FULL PM	1 \$609.00
Model:	4045HF285			B. SYSTEM CHECK	1 \$92.00
Serial No.:	PE4045L230940			C.	
Ref. No					
Owner:	Town of Secaucus – OEM 1377 Patterson Plank Road				
	A.	B.	C.		
1.	X			Change lubricating oil	
2.	X			Change lube oil filters	
3.	X			Change fuel oil filters	
4.	X	X		Inspect air filter	
5.	X			Change air filter, if required	
6.	X			Adjust valves, as required by manufacturer.	
7.	X	X		Check coolant level and degree of protection and PH	
8.				Drain and flush cooling system and refill with 50% antifreeze solution	
9.	X	X		inspect and adjust engine belts	
10.	X	X		Check flex connections and mountings	
11.	X	X		Check operation of jacket water heater	
12.	X			Change jacket water heater hoses, as required	
13.	X	X		Check battery level and maintain	
14.	X	X		Check operation of battery charging equipment	
15.	X	X		Lubricate necessary fittings	
16.	X			Inspect governor linkage, oil level and control	
17.	X			Inspect electronic governor connections	
18.	X	X		Repair minor coolant, lube and fuel leaks	
19.	X	X		Inspect day tank and pump control	
20.				Inspect spark plugs, magneto and coils; replace plugs as required	
21.	X	X		Drain condensate from day tank, if accessible	
22.	X			Check operation of remote fans, pumps and louvers	
23.	X			Inspect generator; clean, if necessary	
24.	X	X		Check auto start/stop mode	
25.	X	X		Check safety shutdown	
26.	X	X		Test fault lamps and replace bad bulbs	
27.	X	X		Operate electric set and check or reset for correct voltage and frequency	
28.				Inspect and clean automatic transfer switch (ATS) without removing power from ATS and without transferring sources	
29.	X			Load test machine through operation of transfer switch and using building load. (*This will be done only with permission of the engineer on duty.)	
30.		X		Load test machine with onsite load bank (if available).	
31.				Load test machine with load bank(s) supplied by ENER-G Rudox	
32.	X	X		Dispose of all used material in accordance with applicable regulations	
33.	X			Sample used lube oil and spectrographically analyze for wear particles and contamination	
34.	X	X		Inspect fuel supply lines	
35.	X	X		Clean up work area and wipe down equipment	

EXHIBIT A – WORK TO BE PERFORMED					
	MACHINE DATA			SCHEDULED MAINTENANCE PER YEAR	PRICE PER VISIT
Make:	Cummins			A. FULL PM	1 \$1,592.00
Model:	QSK23			B. SYSTEM CHECK	1 \$163.00
Serial No.:	00313326			C.	
Ref. No					
Owner:	Town of Secaucus – Golden Avenue Pump Station				
	A.	B.	C.		
1.	X			Change lubricating oil	
2.	X			Change lube oil filters	
3.	X			Change fuel oil filters	
4.	X	X		Inspect air filter	
5.	X			Change air filter, if required	
6.	X			Adjust valves, as required by manufacturer.	
7.	X	X		Check coolant level and degree of protection and PH	
8.				Drain and flush cooling system and refill with 50% antifreeze solution	
9.	X	X		Inspect and adjust engine belts	
10.	X	X		Check flex connections and mountings	
11.	X	X		Check operation of jacket water heater	
12.	X			Change jacket water heater hoses, as required	
13.	X	X		Check battery level and maintain	
14.	X	X		Check operation of battery charging equipment	
15.	X	X		Lubricate necessary fittings	
16.	X			Inspect governor linkage, oil level and control	
17.	X			Inspect electronic governor connections	
18.	X	X		Repair minor coolant, lube and fuel leaks	
19.	X	X		Inspect day tank and pump control	
20.				Inspect spark plugs, magneto and coils; replace plugs as required	
21.	X	X		Drain condensate from day tank, if accessible	
22.	X			Check operation of remote fans, pumps and louvers	
23.	X			Inspect generator; clean, if necessary	
24.	X	X		Check auto start/stop mode	
25.	X	X		Check safety shutdown	
26.	X	X		Test fault lamps and replace bad bulbs	
27.	X	X		Operate electric set and check or reset for correct voltage and frequency	
28.				Inspect and clean automatic transfer switch (ATS) without removing power from ATS and without transferring sources	
29.	X			Load test machine through operation of transfer switch and using building load. (*This will be done only with permission of the engineer on duty.)	
30.		X		Load test machine with onsite load bank (if available).	
31.				Load test machine with load bank(s) supplied by ENER-G Rudox	
32.	X	X		Dispose of all used material in accordance with applicable regulations	
33.	X			Sample used lube oil and spectrographically analyze for wear particles and contamination	
34.	X	X		Inspect fuel supply lines	
35.	X	X		Clean up work area and wipe down equipment	

EXHIBIT A – WORK TO BE PERFORMED (NATURAL GAS)					
	MACHINE DATA			SCHEDULED MAINTENANCE PER YEAR	PRICE PER VISIT
Make:	GM Vortec			A. FULL PM	1 \$481.00
Model:	4.3			B. SYSTEM CHECK	1 \$90.00
Serial No.:	39001045			C.	
Ref. No					
Owner:	Town of Secaucus – WH&L Firehouse - 2725 County Ave				
	A.	B.	C.		
1	X	X		Check cylinder temperatures at available load.	
2	X	X		Inspect air cleaner indicator.	
3	X	X		Check coolant level systems.	
4	X	X		Check battery level and maintain.	
5	X	X		Check operation of battery charging equipment.	
6	X	X		Inspect Altronic display for alarms and check spark energy level	
7				Check engine oil level add as needed.	
8		X		Check overall appearance for any unusual: Noise, Vibration, Loose Bolts or Nuts, and Coolant, Oil Leaks, and Gas Leaks	
9		X		Check crankcase pressure gauge and adjust valve accordingly, if needed.	
10		X		Check for the presence of any alarms on the computer and on GENCON.	
11		X		Check that all display data readings are in their normal ranges.	
12	X			Change lubricating oil As required	
13	X			Change lube oil filters and bypass oil filter.	
14	X			Analyze oil reports for wear particles and contamination.	
15	X	X		Inspect gas train pressure gauges for proper supply pressures.	
16		X		Change air filter as needed.	
17	X			Check intercooler drain for coolant leaks.	
18	X	X		Check and adjust pre-chamber valve lash; record changes. As required	
19		X		Check degree of protection and PH.	
20		X		Check exhaust flex connections for leaks or loose fittings.	
21		X		Check operation of jacket water heater.	
22		X		Lubricate necessary fittings.	
23	X			Inspect governor linkage operation.	
24		X		Inspect electronic governor connections, actuator, and coupling.	
25	X			Repair minor coolant, lube oil, and gas leaks, engine related.	
26	X			Check spark plug ignition wires, mag pickup wires, and hall effect pickup wires. Inspect the spark plugs.	
27	X			Check operation of remote fans, louvers, and radiators.	
28	X			Inspect generator and AVR.	
29				Inspect generator bearing and stator RTD readings.	
30		X		Check auto start/stop controls.	
31		X		Check safety shutdowns.	
32	X			Dispose of all used material in accordance with applicable regulations.	
33	X			Check the starting motors.	
34	X			Visually inspect the pre-chamber holders. As required	

EXHIBIT A (CONTINUED) – WORK TO BE PERFORMED (NATURAL GAS)				
	A.	B.		
35	X			Check air/fuel ratio controller for proper operation.
36	X			Check Delta P controller for proper operation.
37	X			Inspection of gas regulator and solenoid valve.
38	X			Inspect radiator cleanliness and proper operation.
39	X			Inspect radiator belts, grease fittings, if needed.
40	X	X		Operate generator set and verify correct voltage and frequency.
41	X			Load test machine through operation of transfer switch and using building load. (*This will be done only with permission of the engineer on duty.)
42				Load test machine with onsite load bank
43		X		Check for proper operation of computer hardware and software.
44		X		Review service log for completeness and any follow-up required.
45	X	X		Clean up work area and wipe down equipment

EXHIBIT A – WORK TO BE PERFORMED					
	MACHINE DATA		SCHEDULED MAINTENANCE PER YEAR		PRICE PER VISIT
Make:	Kubota		A. FULL PM	1	\$500.00
Model:	V2203-BG-ES		B. SYSTEM CHECK	1	\$90.00
Serial No.:	OSG1209				
Ref. No					
Owner:	Town of Secaucus – Secaucus Road Gate 11 Secaucus rd				
	A.	B.	C.		
1.	X			Change lubricating oil	
2.	X			Change lube oil filters	
3.	X			Change fuel oil filters	
4.	X	X		Inspect air filter	
5.	X			Change air filter, if required	
6.	X			Adjust valves, as required by manufacturer.	
7.	X	X		Check coolant level and degree of protection and PH	
8.				Drain and flush cooling system and refill with 50% antifreeze solution	
9.	X	X		Inspect and adjust engine belts	
10.	X	X		Check flex connections and mountings	
11.	X	X		Check operation of jacket water heater	
12.	X			Change jacket water heater hoses, as required	
13.	X	X		Check battery level and maintain	
14.	X	X		Check operation of battery charging equipment	
15.	X	X		Lubricate necessary fittings	
16.	X			Inspect governor linkage, oil level and control	
17.	X			Inspect electronic governor connections	
18.	X	X		Repair minor coolant, lube and fuel leaks	
19.	X	X		Inspect day tank and pump control	
20.				Inspect spark plugs, magneto and coils; replace plugs as required	
21.	X	X		Drain condensate from day tank, if accessible	
22.	X			Check operation of remote fans, pumps and louvers	
23.	X			Inspect generator; clean, if necessary	
24.	X	X		Check auto start/stop mode	
25.	X	X		Check safety shutdown	
26.	X	X		Test fault lamps and replace bad bulbs	
27.	X	X		Operate electric set and check or reset for correct voltage and frequency	
28.				Inspect and clean automatic transfer switch (ATS) without removing power from ATS and without transferring sources	
29.	X			Load test machine through operation of transfer switch and using building load. (*This will be done only with permission of the engineer on duty.)	
30.		X		Load test machine with onsite load bank (if available).	
31.				Load test machine with load bank(s) supplied by ENER-G Rudox	
32.	X	X		Dispose of all used material in accordance with applicable regulations	
33.	X			Sample used lube oil and spectrographically analyze for wear particles and contamination	
34.	X	X		Inspect fuel supply lines	
35.	X	X		Clean up work area and wipe down equipment	

EXHIBIT A – WORK TO BE PERFORMED					
	MACHINE DATA		SCHEDULED MAINTENANCE PER YEAR		PRICE PER VISIT
Make:	GENERAC		A. FULL PM	1	\$300.00
Model:	30KW		B. SYSTEM CHECK	1	\$180.00
Serial No.:	3001489637				
Ref. No					
Owner:	Town of Secaucus -- ENGINE # 3 146 CENTRE AVE				
	A.	B.	C.		
1.	X			Change lubricating oil	
2.	X			Change lube oil filters	
3.	X			Change fuel oil filters	
4.	X	X		Inspect air filter	
5.	X			Change air filter, if required	
6.	X			Adjust valves, as required by manufacturer.	
7.	X	X		Check coolant level and degree of protection and PH	
8.				Drain and flush cooling system and refill with 50% antifreeze solution	
9.	X	X		Inspect and adjust engine belts	
10.	X	X		Check flex connections and mountings	
11.	X	X		Check operation of jacket water heater	
12.	X			Change jacket water heater hoses, as required	
13.	X	X		Check battery level and maintain	
14.	X	X		Check operation of battery charging equipment	
15.	X	X		Lubricate necessary fittings	
16.	X			Inspect governor linkage, oil level and control	
17.	X			Inspect electronic governor connections	
18.	X	X		Repair minor coolant, lube and fuel leaks	
19.	X	X		Inspect day tank and pump control	
20.				Inspect spark plugs, magneto and coils; replace plugs as required	
21.	X	X		Drain condensate from day tank, if accessible	
22.	X			Check operation of remote fans, pumps and louvers	
23.	X			Inspect generator; clean, if necessary	
24.	X	X		Check auto start/stop mode	
25.	X	X		Check safety shutdown	
26.	X	X		Test fault lamps and replace bad bulbs	
27.	X	X		Operate electric set and check or reset for correct voltage and frequency	
28.				Inspect and clean automatic transfer switch (ATS) without removing power from ATS and without transferring sources	
29.	X			Load test machine through operation of transfer switch and using building load. (*This will be done only with permission of the engineer on duty.)	
30.		X		Load test machine with onsite load bank (if available).	
31.				Load test machine with load bank(s) supplied by ENER-G Rudox	
32.	X	X		Dispose of all used material in accordance with applicable regulations	
33.	X			Sample used lube oil and spectrographically analyze for wear particles and contamination	
34.	X	X		Inspect fuel supply lines	
35.	X	X		Clean up work area and wipe down equipment	

EXHIBIT A – WORK TO BE PERFORMED (NATURAL GAS)					
	MACHINE DATA			SCHEDULED MAINTENANCE PER YEAR	PRICE PER VISIT
Make:	MITSUBISHI			A. FULL PM	1 \$869.00
Model:	6D22C			B. SYSTEM CHECK	1 \$163.00
Serial No.:	99381154			C.	
Ref. No					
Owner:	Town of Secaucus Library- 1379 Patterson Plank Road				
	A.	B.	C.		
1	X	X		Check cylinder temperatures at available load.	
2	X	X		Inspect air cleaner indicator.	
3	X	X		Check coolant level systems.	
4	X	X		Check battery level and maintain.	
5	X	X		Check operation of battery charging equipment.	
6	X	X		Inspect Altronic display for alarms and check spark energy level	
7				Check engine oil level add as needed.	
8		X		Check overall appearance for any unusual: Noise, Vibration, Loose Bolts or Nuts, and Coolant, Oil Leaks, and Gas Leaks	
9		X		Check crankcase pressure gauge and adjust valve accordingly, if needed.	
10		X		Check for the presence of any alarms on the computer and on GENCON.	
11		X		Check that all display data readings are in their normal ranges.	
12	X			Change lubricating oil As required	
13	X			Change lube oil filters and bypass oil filter.	
14	X			Analyze oil reports for wear particles and contamination.	
15	X	X		Inspect gas train pressure gauges for proper supply pressures.	
16		X		Change air filter as needed.	
17	X			Check intercooler drain for coolant leaks.	
18	X	X		Check and adjust pre-chamber valve lash; record changes. As required	
19		X		Check degree of protection and PH.	
20		X		Check exhaust flex connections for leaks or loose fittings.	
21		X		Check operation of jacket water heater.	
22		X		Lubricate necessary fittings.	
23	X			Inspect governor linkage operation.	
24		X		Inspect electronic governor connections, actuator, and coupling.	
25	X			Repair minor coolant, lube oil, and gas leaks, engine related.	
26	X			Check spark plug ignition wires, mag pickup wires, and hall effect pickup wires. Inspect the spark plugs.	
27	X			Check operation of remote fans, louvers, and radiators.	
28	X			Inspect generator and AVR.	
29				Inspect generator bearing and stator RTD readings.	
30		X		Check auto start/stop controls.	
31		X		Check safety shutdowns.	
32	X			Dispose of all used material in accordance with applicable regulations.	
33	X			Check the starting motors.	
34	X			Visually inspect the pre-chamber holders. As required	

EXHIBIT A (CONTINUED) – WORK TO BE PERFORMED (NATURAL GAS)				
	A.	B.		
35	X			Check air/fuel ratio controller for proper operation.
36	X			Check Delta P controller for proper operation.
37	X			Inspection of gas regulator and solenoid valve.
38	X			Inspect radiator cleanliness and proper operation.
39	X			Inspect radiator belts, grease fittings, if needed.
40	X	X		Operate generator set and verify correct voltage and frequency.
41	X			Load test machine through operation of transfer switch and using building load. (*This will be done only with permission of the engineer on duty.)
42				Load test machine with onsite load bank
43		X		Check for proper operation of computer hardware and software.
44		X		Review service log for completeness and any follow-up required.
45	X	X		Clean up work area and wipe down equipment

EXHIBIT B – BILLING PROCEDURE

Preventative maintenance shall be prepaid to ENER-G Rudox by OWNER on the commencement date of this agreement annually in accordance with the rates enclosed herein. .

Additional work will be billed on a time and material basis using standard labor and parts prices in effect at the time the service is performed.

Labor rate at the time of this proposal will be \$125.00 per hour and mileage rate will be \$2.50 per mile.

Any work performed other than that listed on Exhibit A will be billed on the following schedule.

1. Parts and supplies – standard parts prices at the time service is performed plus special handling and air freight, if required.
2. Labor time is portal to portal and based on:
 - Standard rate between 7:00 AM and 4:00 PM weekdays (normal work days)
 - Sundays – double the standard rate
 - Holidays – two and a half times the standard rate
 - All other time is one and a half times the standard rate

3. For serviceman called to the job at times other than normal hours there is a minimum charge of four (4) hours. If call is between 7:00 AM and 12:00 PM on Saturday when ENER-G Rudox is open there will be no minimum charge.
4. Mileage to and from jobsite and tolls.
5. Extra parts required at 10% discount.
6. Extra service labor required at 10% discount.
7. Generator rental required at 10% discount.



Modern Group Power Systems
2501 Durham Rd
Bristol, PA 19007
Phone: 800-404-7291
Fax: 866-209-7154

Town of Secaucus
1203 Paterson Plank Road
Secaucus, NJ 07094
Attn: Generator PM Agreement - Randy Morris

Date: January 10, 2020
Type: New PM Agreement
Branch: 420
Cust. #
Next PM Due:
Coverage Period: 2/1/20 - 1/31/21
Aftermarket Sales Rep: Michael Camacho (201) 390-6623

This planned maintenance agreement is between:

Town of Secaucus

and MODERN GROUP POWER SYSTEMS for the equipment listed below at the location(s) that follow(s):

Billing Address:
1203 Paterson Plank Road

Address 1:

Address 2:

Secaucus, NJ 07094

City, State, Zip:

Attn: Generator PM Agreement - Randy Morris

Attn:

Equipment Location:

See Below "Equipment Specs"

Address 1:

Address 2:

City, State, Zip:

Attn:

Billing Contact Info:

Name: Randy Morris

Phone #:

Cell: 201-401-1942

Email: rmorris@secaucus.net

On-Site Contact Info:

Name: Same

Phone #:

Fax #:

Email:

Equipment Specs :

Unit 1 Kato 125KW / Serial # 76492 - Town Hall

Unit 2 Cummins 125KW / Serial # A130449684 - Epos

Unit 3 Generac 100KW / Serial # 3002666019 - Engine One

Unit 4 Cummins 800KW / Serial # 0201716/001 - Golden Ave PS

Unit 5 Kohler 125KW / Serial # SGM324JMR - High School PS

Unit 6 MTU 30KW / Serial # 95090602014 - River Road PS

Unit 7 Triton 110KW / Serial # L050507 - OEM2

Unit 8 Magnum 105KW / Serial # MX188629-1212 OEM1

Unit 9 Magnum 65KW / Serial # 10861-0310 - OEM2

Unit 10 Kohler 40KW / Serial # SGM32CG9T - Washington H&L

Unit 11 Cummins 20KW / Serial # 9938154 - Secaucus Road Gate

Unit 12 Generac 275KW / Serial # 99381154 - Library

Unit 13 Rudox 220KW / Serial # D990905777 - Born Street PS

Unit 14 Generac 30KW / Serial # RG048 - Engine 3

1 Major & 1 Minor PM Service Per Unit

Page 1 of 3

The duration of this Agreement is for 1 year upon acceptance by both parties. Cancellation of this Agreement will require 30 days written notice by either party. A signed copy of your Agreement will be provided to you.

Terms available pending credit approval; otherwise payment due at time of signing agreement.

This Agreement consists of, and is limited to performing the services listed on Modern Group Power Systems Planned Maintenance Scope of Work.

All Planned Maintenance work is based on rates for normal working hours of 8:00 am to 4:30 pm, Monday through Friday. Labor or parts not covered under this agreement will be subject to our regular existing rates unless otherwise specified.

The charges for our service **INCLUDE ENGINE OIL & OIL FILTER** as required and/or per manufacturers recommendations.

TOTAL NUMBER OF PLANNED MAINTENANCE INSPECTIONS PER YEAR
MAJOR: 1 MINOR: 1
Total Visits 2

TOTAL FOR ALL SCHEDULED VISITS.....(Tax Not Included-See Page 3).....\$

\$10,500.00

Modern Group Power Systems will not be held liable for damages to the equipment or property as a result of equipment failure caused by any but not limited to the following circumstances.

- Improper or unauthorized operation.
- Normal wear and tear or damage due to overloading.
- Vandalism, theft or acts of a third party.
- Act of nature.
- Failure to perform services due to labor disputes, material shortages or for any other cause beyond the control of Modern Group Power Systems.

All items in this Maintenance Agreement have been approved and accepted by:

Signature of Modern Group Representative

Customer Signature

Print Name

Customer Print Name

Date

Date

Please sign, complete method of payment and email to PMSALES@MODERNGROUP.COM or Mail to:
Modern Group Power Systems
Attn: PM Sales

2501 Durham Road
Bristol, Pa. 19007

Page 2 of 3



2501 Durham Rd
Bristol PA, 19007
Phone: 800-404-7291
Fax: 866-209-7154

Date: January 10, 2020
Cust #:

Town of Secaucus
1203 Paterson Plank Road
Secaucus, NJ 07094
Attn: Generator PM Agreement - Randy Morris

Description		AMOUNT
Planned Maintenance Agreement		\$10,500.00
Tax	EXEMPT	EXEMPT
TOTAL		\$10,500.00

Payment Information (Must be filled out)

Accounts with Established Terms	
Purchase Order# _____	Pay as you go (Invoice)
PO's must accompany agreement	Bill Full Contract

**** Paying by check or credit card fill out section below. (Bill Full Contract)**

Check: Check # _____ (All checks must have Cust. #)

Credit Card: Visa Discover MasterCard American Express

Card Holder Name: _____

Billing Address: _____

City, State, Zip: _____

Credit Card Number: _____

Exp. Date: _____ Security Code: _____

***Upon signing of the maintenance agreement, please remit payment information for the services above
and return with your contract.***



Major PM Scheduled Maintenance Program Services

1. ***Engine Lubrication System*** - A complete check of the engine lubrication system. Change engine oil fluid and filter.
2. ***Cooling System*** – Check of the complete cooling system. Will recommend changing coolant & filters when applicable per Generac specifications. Additive levels checked and maintained in Diesel engines.
3. ***Fuel System*** – Complete fuel system check with fuel filter replacement.
4. ***Starting System*** – Complete check of starting system including engine battery, starter, cables, and charger outputs.
5. ***Air System*** – Complete check of air intake and exhaust system including associated louvers. Air cleaner inspected and cleaned. Will recommend changing filter as per Generac specifications.
6. ***Exhaust System*** – Complete exhaust and muffler system check for leaks and proper operation.
7. ***Auxiliary Engine Components*** – Check all engine systems such as turbochargers, governors, and heaters.
8. ***Generator Components & Operation*** – Complete check of all generator components for proper operation including controls, circuit breakers, as well as fuel, coolant, and oil systems. Check all control panel operations and shutdown systems. Load test system during annual visit upon request (additional charges apply).
9. ***Automatic Transfer Switch (ATS)*** – Complete check of the automatic transfer switch in terms of connections, sequencing, timing, charging, exercising, and positive start/stop.
10. ***Disposal*** – Proper disposal of all waste products used during the SM service in accordance with EPA/DEF guidelines.
11. ***SM Checklist*** – Provide completed written checklist for services performed and recommended.

TOWN OF SECAUCUS
SOLICITATION OF QUOTATION RECORD FORM

DEPARTMENT B & G
ITEM OR SERVICE GENERATOR MAINTENANCE

Verbal Quotes for Less Than \$6,000.00
Written/Formal Quotes \$6,000.00 but less than \$40,000.00 - Quotes Attached
(Quotes over \$17,500.00 must contact the QPA)

DATE CALLED: 1/9/2020
VENDOR: Centrica (Ener G Rudox)
ADDRESS/PHONE: 180 E Union Ave. P: 201-438-0111
E. Rutherford, NJ 07073
PRICE: \$10,428⁰⁰

DATE CALLED: 1/10/2020
VENDOR: Modern Group Power Systems
ADDRESS/PHONE: 2501 Durham Rd. P: 800-404-7291
Bristol, PA 19007
PRICE: \$10,500⁰⁰

DATE CALLED: 1/7/2020
VENDOR: Stewart & Stevenson Power Product
ADDRESS/PHONE: 180 Rte. 17 South. P: 201-489-5800
Codi, N.J.
PRICE: \$16,869⁰⁰

Recommended Vendor Centrica (Ener G Rudox) Cost: \$10,428⁰⁰

Comments: _____

I certify that competition has been solicited and quotations obtained in accordance with the current Procurement Bureau regulations governing Direct Purchase Authorization

Royce Cecire
(Signature of department head)

Date: 1/24/2020

Please ensure to attach all appropriate written quotes and corresponding paperwork.
Thank you for your anticipated cooperation.

Town of Secaucus Generators 2020

1. Town Hall 1203 Patterson Plank Road Kato **125KW** NG Serial # 76492 CAT
3306 Serial # 66D28213
2. Epos 150 Plaza Center Road Cummins Diesel **125KW** 3 phase DSGAB 1220375
Serial # A130449684 Cummins QS87 **(disconnected)**
3. Engine One 150 Plaza Center Road Generac **100KW** NG Serial # 3002666019
Ford 10 Cylinder
4. Golden Avenue Pump Station End of Golden Avenue Cummins **800 KW** D Serial #
0201716/001 Model #: SAA6D170E3 Serial # 313326
5. High School Pump Station 11 Mill Ridge Road Kohler **125KW** NG Serial # SGM324JMR
John Deere 4045HF285 Serial # 2654F
6. River Road Pump Station End of river Road MTU **30KW** NG Serial # 95090602014
John Deere 3029TF150 Serial # CD3029L298952
7. OEM 2 (mobile) 325 Centre Avenue Triton **110KW** D Serial # L050507 John Deere
6068HF285KL
8. OEM #1 (mobile) 1377 Patterson Plank Road Magnum 100 - **105KW** D Serial # MX
188629-1212 John Deere 4024HF285 Serial # PE4045L230940
9. OEM #2 (Mobile) 1377 Patterson Plank Road Magnum 75 - **65KW** D Serial # 10861-
0310 John Deere 4024HF285 Serial # PE4045L119304 Battery Date: 8/17
10. Washington Hook and Ladder 2725 County Avenue Kohler **40KW** NG Serial
SGM32CG9T GM Vortec
11. Secaucus Road Gate Secaucus Rd. near Meadowlands Pkwy. Cummins **20KW** NG
Serial # 9938154 Kubota V2203 Serial # OSG1209 Battery Date: 6/17
12. Library 1379 Patterson Plank Road Generac **275KW** NG Serial # 99381154
Mitsubishi (2017)
13. Born Street Pump Station End of Born St. Rudox **220KW** NG Serial # D990905777
Mitsubishi 6D22TC
14. Engine 3 146 Centre Avenue Generac **30KW** NG Protector QS Series Model RG048
(2017)

Resolution No. _____

**TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY**

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS AUTHORIZING
THE AWARD OF A CONTRACT FOR NFPA TESTING OF THE APPARATUS
AND EQUIPMENT OF THE SECAUCUS VOLUNTEER FIRE DEPARTMENT
TO FAIL SAFE TESTING**

WHEREAS, the Town of Secaucus Volunteer Fire Department has a need for annual NFPA testing for various fire apparatus and equipment including fire hose, aerial ladder, fire pump and ladder performance testing in the interest of safety; and

WHEREAS, the Town of Secaucus Fire Department has obtained three (3) quotes for these services; and

WHEREAS, Fail Safe Testing of 300 Craig Road, Suite 209, Manalapan, New Jersey has submitted a quote, that was presented to the Qualified Purchasing Agent, providing for the above-named services for a contract price of Eight Thousand Four Hundred Seventeen Dollars and 67/100 (\$8,417.67); and

WHEREAS, Fail Safe Testing was the lowest responsible quote; and

WHEREAS, the Chief Financial Officer has determined that sufficient funds to award this contract are available under line item 01-2010-00-21302-~~27~~ 0 69

NOW THEREFORE, BE IT RESOLVED, that the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey award the contract for NFPA Testing of the Apparatus and Equipment of the Secaucus Volunteer Fire Department to Fail Safe Testing at an amount not to exceed Eight Thousand Four Hundred Seventeen Dollars and 67/100 (\$8,417.67) for a one (1) year term, beginning on February 10, 2020; and

BE IT FURTHER RESOLVED, that Fail Safe Testing shall provide any and all compliance information requested by the Town of Secaucus Office of Purchasing; and

BE IT FURTHER RESOLVED, that the Mayor, Town Administrator, or their designee are hereby authorized to execute any documents regarding the awarding of the contract with Fail Safe Testing for NFPA Testing of the Apparatus and Equipment of the Secaucus Volunteer Fire Department as described herein; and

BE IT FURTHER RESOLVED, that the Mayor, Town Administrator, or their designee are hereby authorized to take any action necessary to effectuate the spirit and purpose of this resolution.

Adopted: February 11, 2020

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on February 11, 2020.

Town Clerk	Mayor			
Motion:	Yes	No	Abstain	Absent
Second:				
Councilman Costantino				
Councilman McKeever				
Councilman Clancy				
Councilman Dehnert				
Councilman Gerbasio				
Councilwoman Tringali				
Mayor Gennelli				

I, Sheetal Nagpal, Treasurer of the Town of Secaucus, do hereby certify that funds are available in accordance with the Local Budget Law NISA 40A:4-1 in Account Number: 01-2010-00-21302-069
Amount \$ 8417.67 Date 2/7/2020
Sheetal Nagpal
Sheetal Nagpal

Fail Safe Testing
300 Craig Road
Suite 209
Manalapan, NJ 07726 US

Phone: (888) 319-3252
Fax: (732) 656-0110
billing@failsafeusa.com

Bill To:
Secaucus Fire Department
1203 Paterson Plank Rd.
Secaucus, New Jersey 07094
Chief Carl Leppin

Ship To:
Secaucus Fire Department
1203 Paterson Plank Rd.
Secaucus, New Jersey 07094



Quote Number: 00014759
Quote Date: 01/01/2020
Expiration Date: 12/31/2020
P.O. Number:

Contact:
Joe Schoendorf
Deputy Chief
Phone: (201) 681-8312
Mobile: (551) 655-4857
Email: jschoendorf@secaucus.net

QUOTE

Customer will be charged, and final price adjusted based upon the actual equipment quantity/lengths being tested

Description	Quantity	Rate	Total Amount
Fire Pump Test <= 1500 GPM Annual fire pump performance testing as per NFPA 1911 (less than or equal to 1500 GPM)	2	\$225.00	\$450.00
Fire Pump Test > 1500 GPM Annual fire pump performance testing as per NFPA 1911 (greater than 1500 GPM)	5	\$250.00	\$1,250.00
Heat Sensor Label Heat sensor for ground/aerial ladder	50	\$2.50	\$125.00
Aerial Ladder Test Annual aerial ladder testing as per NFPA 1911 (Non NDT) (Heat Sensors separate line item if required)	1	\$600.00	\$600.00
Ladder Test Annual ground ladder testing as per NFPA 1932-2015 (Heat Sensors are a separate line item if required)	31	\$38.00	\$1,178.00

It is expressly understood that Fail Safe Testing (FST) shall not be liable or accountable under any guarantees or warranties, either express or implied, statutory by operation of law, or otherwise relative to the use of any testing equipment after date of inspection. Furthermore, FST will not be held liable or accountable for any piece of equipment that falls during testing. By signing you acknowledge all terms and conditions.

Description	Quantity	Rate	Total Amount
Fire Hose Test Annual fire hose testing as per NFPA 1962	22,927	\$0.21	\$4,814.67
	TOTAL		\$8,417.67

To Schedule Service, Sign Below and Return to Fail Safe Promptly via Fax, Mail, or Email		
Signature:	Title:	Date:

It is expressly understood that Fail Safe Testing (FST) shall not be liable or accountable under any guarantees or warranties, either express or implied, statutory by operation of law, or otherwise relative to the use of any testing equipment after date of inspection. Furthermore, FST will not be held liable or accountable for any piece of equipment that fails during testing. By signing you acknowledge all terms and conditions.



300 Craig Road, Suite 209, Manalapan NJ, 07726
Phone: (888) 319-3252 Fax: (732) 656-0110
info@failsafeusa.com www.failsafeusa.com

Fire Hose & Appliance/Nozzle Testing

Customer will be responsible to secure water supply and will bear any associated cost.

Customer will be responsible to have a driver available on day of testing.

Customer will be responsible to provide a flat, clean, paved testing area ~300ft x 40ft.

Customer will be responsible to provide a pump and operator for nozzle testing.

Job Description:

- Test all hose, appliance, and nozzles (charged separately) to NFPA 1962 (hose 1987 and older and LDH hose without locks will be tested unless otherwise requested by the customer. Not responsible for general maintenance such as coupling tightening)
- Provide complete computerized report
- Unpack and repack all hose beds/racks
- Ink stenciled number system on each length or item
- Replace gaskets as needed
- Yearly color code provided one each length or item
- Apparatus inventory report
- Tag all failures out of service

Ground Ladder & Aerial Testing

Customer will be responsible to secure water supply for horizontal bend test and bear any cost.

Customer will be responsible to have a driver available on day of testing.

Job Description:

- Test all ground ladders to NFPA 1932. Test all aerials to NFPA 1911
- Provide complete computerized report
- Return all ground ladders to apparatus or firehouse
- Place identification number/inspection sticker on each ground ladder/aerial tested
- Yearly color code provided on each ground ladder tested
- Tag all failures out of service
- Apply customer or Fail Safe supplied heat sensor labels. Heat sensor labels provided by Fail Safe will be charged to customer at \$2.50 each

Pump Testing

Customer will be responsible to provide a flat level surface and a means to fill a drafting tank.

Customer will be responsible to have a driver available on day of testing.

Job Description:

- Test all fire pumps to NFPA 1911
- Provide complete computerized report
- Place inspection sticker on each pump tested

****All job are subject to additional cancellation fee without 48hrs advance notice****

****All retest requests due to failure or out of service equipment will incur additional costs****

It is expressly understood that Fail Safe Testing (FST) shall not be liable or accountable under any guarantees or warranties, either express or implied, statutory by operation of law, or otherwise relative to the use of any testing equipment after date of inspection. Furthermore, FST will not be held liable or accountable for any piece of equipment that fails during testing. By signing you acknowledge all terms and conditions.



Customer Information Form

Please scan back to info@failsafeusa.com or fax back to 732-656-0110
If you would like to complete this form online, please click on the following link:
[Click here to update information](#)

Fire Department

Fire Department: Secaucus Fire Department

FH Physical Address:

FH Phone: (201) 330-2060

FH Fax:

FH Door Code:

Main Contact

Name: Joe Schoendorf

Title: Deputy Chief

Cell: (551) 655-4857

Home:

Work:

Email: jschoendorf@secaucus.net

Invoicing and Mailing

Attention report to: Carl Leppin

Title: Chief

Yes, please email the report to: cleppin@secaucus.net

Yes, please mail the report to: 1203 Paterson Plank Rd., Secaucus, New Jersey 07094

Attention invoice to: Chief Carl Leppin

Title: cleppin@secaucus.net

Yes, please email the invoice to: cleppin@secaucus.net

Yes, please mail the invoice to: 1203 Paterson Plank Rd., Secaucus, New Jersey 07094

Purchase Order # (if available):

Will you have new hose this year?

What is the estimated footage?

Will you have any new apparatus this year?

How many?

Will you be interested in testing the following?

Ground Ladders?

Hard Suction Hoses?

Appliances?

Nozzles?

Pumps (available in select areas)

Comments/Special Requests:

It is expressly understood that Fail Safe Testing (FST) shall not be liable or accountable under any guarantees or warranties, either express or implied, statutory by operation of law, or otherwise relative to the use of any testing equipment after date of inspection. Furthermore, FST will not be held liable or accountable for any piece of equipment that fails during testing.



MISTRAS
Asset Protection Solutions

Services
Division



P: (740) 788-9188 • F: (740) 788-9189 | 1480 James Parkway • Heath, OH 43056 | www.mistrasgroup.com

Quote#580-2020-1-9-6

January 9, 2020

Deputy Chief Joe Schoendorf
Secaucus Fire Department
Secaucus, NJ 07094

Subject: 2020 Quotation for Apparatus and Testing

Dear Chief:

Thank you for contacting FireOne regarding your 2020 fire hose, aerial device, ground ladder and apparatus fire pump testing. We are pleased to inform you that FireOne has recently joined the Mistras Group and the Mistras Group appreciates the opportunity to submit this quotation to you. Mistras Group is an ISO 17020 accredited organization for apparatus and equipment testing as called for in NFPA 1911.

For 2020, aerial devices are tested for \$800 per device, including non-destructive testing and hydraulic oil analysis. Aerial device testing follows NFPA Standard 1911, *Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus*, 2017 Edition, Chapter 22. All welds on aerials must be free of dirt, grease, oil, paint, lint, rust or other extraneous matter that would interfere with the examination.

Ground ladders are tested with the aerial devices for \$2.20 per foot and includes inspecting and testing per the manufacturer's instructions and NFPA 1932, *Standard on Use, Maintenance, and Service Testing of In-Service Fire Department Ground Ladders*, 2015 Edition. Our price includes heat sensor and hazard labels applied as needed.

Fire hose is tested for 23 cents per foot regardless of diameter, and includes all hose removed, tested using our hydrostatic test machines, labeled and re-packed on your apparatus. A detailed report is then prepared. All work follows NFPA hose standards including NFPA 1962, *Standard for the Care, Use, Inspection, Service Testing, and Replacement of Fire Hose, Couplings, Nozzles, and Fire Hose Appliances*, 2018 Edition. FireOne technicians do all of the work.

Apparatus fire pumps are tested in your fire station parking lot using our portable pump test system for \$300 per pump test. Testing follows NFPA Standard 1911, *Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Emergency Vehicles*, 2017 Edition, Chapter 21. Detailed reports are prepared with the results of all testing.

Delays and/or stand-by time which causes time over and above the originally quoted job after personnel and equipment has arrived on site, not attributed to Mistras Group, will be invoiced at \$95.00/hr. Partial inspections will also be billed at \$95.00/hr.



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Deputy Chief Joe Schoendorf
Secaucus Fire Department
January 9, 2020
Page 2

Upon acceptance of this quote please supply a purchase order with an invoice address. This will allow Mistras to complete the necessary paperwork for completing your work.

Thank you for giving the Mistras Group the opportunity to be of service to your fire department
Sincerely,

Jim Kelker

Operations Manager
Transportation Services Division
Mistras Group, Inc.

Customer Name: _____

Acceptance Signature: _____

Signature Date: _____



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TERMS and CONDITIONS

1. Purchase orders, change orders, verbal orders, letters of intent, verbal or written instructions to proceed etc., pertaining to written quotations or verbal offers for the supply of technical personnel, equipment, materials, and associated services are accepted by Mistras Inspection & Engineering Services, Inc. ("MG"), its officers, qualified representatives and employees, subject to MG's standard conditions as set forth herein. Any interim good-faith action by MG in support of any request by a purchaser must not be construed to imply MG's intention to accept or acceptance of any purchaser's standard terms and conditions of order/contract, or their modifications and revisions, where these depart from or exceed MG's standard conditions.

2. Purchaser must indicate the scope of work, including:

(i) As to inspection services, the method(s) of inspection (i.e., radiography, ultrasonic examination, magnetic particle examination, visible and fluorescent liquid examination, tank inspection and engineering services). However, MG will use reasonable efforts to assist in the selection of such method(s) and to locate or measure discontinuities or characteristics of the type, which normally can be located or measured. MG equipment is fitted with standard electrical plugs or hose and pipe fittings. In the event MG standard utility fittings do not comply with local requirements or special customer regulations, it will be the responsibility of the customer to pipe, plumb, wire, or otherwise modify any installation or equipment. In addition, when this has been completed MG reserves the right to accept or reject the safety of such modifications and will accept no responsibility for any piping, wiring, or other utility connections performed by others.

MG will use its best efforts to provide efficient equipment, suitably tested and precommissioned prior to each operation period, together with a competent operations staff. MG will use its best efforts to conduct each service within the time limits set by the purchaser.

Purchaser shall, before commencement of any work, and without cost to MG remove or make safe any conditions at the job site or on the workplace which present a safety hazard to workers or equipment, including, but not limited to, electric wires, flames, smoke, flammable liquids or gases, fumes, steam, poisons, asbestos, hazardous or toxic chemicals, and hazards from other contractors working above, below, or adjacent to the MG work area.

Purchaser shall supply adequate scaffolding, lighting, and handling facilities at each work area.

Upon completion of the work, purchaser shall insure that lines or vessels are free of foreign materials to its own satisfaction.

If purchaser fails to perform any of the foregoing, it shall indemnify, defend, and hold MG harmless for any damages of any type whatsoever which result. MG will endeavor to use its best reasonable efforts to avoid damage to the item(s) to be inspected and/or heated, but MG shall not be responsible for any damages of any type whatsoever, direct or indirect, consequential or otherwise, resulting from such inspection or heat application.

3. MG neither accepts nor assumes any responsibility or liability for damages or delays resulting from any purchaser provided component malfunction; failure of purchaser provided equipment, interruptions or irregularities in purchaser provided electrical current, or other irregularities or failures occurring as a result of purchaser provided services; the failure or default of purchaser or any purchaser or any contractor or supplier thereto to furnish equipment or material or to do work as agreed upon with MG; action or inaction of any government agency having or claiming jurisdictions; strikes or lockout of workers; accident; war; action of mobs or public enemy; any act of lawlessness interrupting work or destroying or injuring the material therefore; act of God; or inclement weather.

All costs including overheads and profit thereon incurred by MG on account of delay or interruption of its work by act or omission on part of purchaser, or any party acting for or on behalf of purchaser, or by act or inaction of governmental or regulatory agency will be for the account of purchaser.

4. MG MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER, INCLUDING REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, OTHER THAN SET FORTH HEREIN.

5. If a Warranty of Performance is offered by MG for any service the details of such Warranty of Performance shall be found in Attachment A titled, "Warranty of Performance."

6. The following takes precedent over and supercedes any other provision, agreement or understanding to the contrary, in that, notwithstanding any other provision, agreement or understanding between purchaser and MG to the contrary:

(i) Consequential Damages: under no circumstance and under no theory of law, whether contract, quasi-contract, strict liability, warranty, indemnity, tort (including the sole or concurrent negligence), fault or any other theory of law or cause of action, shall MG or its insurers, guarantors, officers, or employees (collectively MG) be liable to purchaser or its customers for consequential damages, loss of revenue, loss of profit, loss of use of capital, production delays, loss of product, delays in delivery, removal and reinstallation costs, reservoir loss or damage, downtime of facilities or other downtime, or damage, or loss resulting from any damage or loss, or indirect or consequential loss or damage, however and whenever arising under any agreement or understanding with purchaser or as a result of or in connection with the work undertaken by MG for purchaser or on its behalf, and whether based on negligence, whether sole or concurrent or active or passive, or breach of warranty, breach of contract or otherwise, and regardless whether such claim, or the basis thereof, is considered as a consequential damage or otherwise; and

(ii) Cap: the only exposures, losses, risks, claims, counterclaims, obligations and liabilities, of any kind or nature whatsoever, to which MG can be and is herein subject to under, arising from or in connection with any and all services or work performed by MG for purchaser or on purchaser's behalf, including but not limited to, any and all related damages, losses, illnesses or injuries or deaths sustained or incurred by purchaser, its customers or other Contractors, or the officers, directors, employees and insurers of any of them, shall be and shall only be those directly and solely caused by MG and only to the extent so caused, and in any event, in the aggregate shall not, under any circumstances, exceed, one and one-half times all moneys paid to MG as a result of such work; to the extent of any and all other exposures, losses, claims, counterclaims, risks and liabilities, and any and all related third party damages, losses, illnesses or injuries or deaths, purchaser, by awarding such work to MG., does hereby agree to defend, indemnify and hold harmless MG.

7. Payment shall be made in funds current at par, as specified in MG's proposal without cost to MG for collection. Purchaser agrees to pay reasonable attorney's fees and costs incurred by MG in the collection of any funds due MG after the date upon which payment is due.

8. Unless otherwise stated in MG's proposal all sales taxes, use taxes, gross receipts taxes, value added taxes, and other taxes imposed on MG or purchaser with respect to the equipment, materials, or services furnished under these contractual conditions will be for the account of purchaser and will be invoiced as additions to the price quoted in MG's proposal.

9. Title to reports, film and other items does not transfer until full payment by Purchaser is received by MG. Nothing set forth herein shall be construed as conferring by implication, estoppels or otherwise any license under any existing or later issued copyright, trademark and/or patent.

10. No term, condition or provision set forth herein shall be deemed waived by MG or any breach hereof excused by MG unless such waiver or excuse be in writing signed by an authorized representative of MG. No consent by MG or waiver of any breach of purchaser shall constitute a consent to, waiver of, or excuse for any other subsequent breach of any type whatsoever by purchaser.

11. The construction and performance of conditions set forth herein, as well as any other agreement between purchaser and MG, shall be governed by the laws of the state in which such work is performed without regard to principles of conflicts of law.



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12. Through and including a period of six (6) months following completion of any work by any employee of MG at any of Purchaser's facilities, without the written consent of MG, Purchaser agrees to not, and shall not permit any subsidiary, affiliate, contractor or subcontractor to, directly nor indirectly hire or offer employment to any such employee of MG.

13. MG is responsible for the confidentiality of all information obtained or created during the performance of inspection activities. MG shall inform the client, in advance, of the information it intends to place in the public domain. Except for information that the client makes publicly available, or when agreed between the inspection body and the client (e.g. for the purpose of responding to complaints), all other information is considered proprietary information and shall be regarded as confidential.

H. WARRANTY OF PERFORMANCE

MG warrants that if any of its completed services are defective in that they either fail to conform to the requirements defined in the scope of work document or are not in accordance with sound and consistently applied industry standards, or both, MG will perform (at cost, with no mark up to the purchaser) such corrective services as may be necessary to reinspect any such defective services. The purchaser must bring claims for service under this Warranty to MG's attention in writing within ___ (no greater than 12) months from completion of the services; or, from completion of the discreet segment, which includes the services in question. MG shall not be responsible for corrective construction or repair work.

MG makes no other warranty of any kind expressed or implied; and MG shall have no other liability to the purchaser for defective services, whether caused by error, omission, negligence or otherwise.

THE ABOVE UNDERTAKING IS IN LIEU OF ANY OTHER WARRANTY OF MATERIALS OR WORKMANSHIP BY MG AND ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING ANY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE ARE EXCLUDED. ALL FAILINGS IN THE INSPECTION OR HEAT TREATING WORK WHETHER OR NOT DUE TO MG'S NEGLIGENCE, AND ALL CLAIMS AGAINST MG RELATING TO FAILINGS IN SUCH WORK WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, EXCEPT AS PERMITTED ABOVE, IN THIS ATTACHMENT A, ARE SPECIFICALLY WAIVED AND RELEASED BY PURCHASER.

By virtue of awarding this job or any future jobs to MG it is understood that the conditions stated above are accepted.

I. PERIOD OF PERFORMANCE

This quote shall remain in effect for (1) year from the date of both parties acceptance below.

ACCEPTANCE AGREEMENT

Acceptance of this proposal can be initiated in one of the following manners:

- Returning a signed copy of this quote.
- A purchase order referencing this quote number.
- Any written document or notice to proceed referencing this quote number.

FireFlow Services Inc.
500 Campus Drive Suite C
Mount Holly, NJ 08060
(609)-978-6472



ADDRESS
Secaucus Fire Department
1377 Paterson Plank Road
Secaucus, NJ 07094

DATE	ACTIVITY	QTY	RATE	AMOUNT
01/07/2020	Aerial Ladder Testing Annually Aerial Test Aerial test will consist of: Visual Inspection of Aerial Device Operational Test of Aerial Device Functional Test of Aerial Device	2	1,000.00	2,000.00
01/07/2020	Test will be performed by Aerial Test Company Fire Pump Testing Annually Fire Pump Testing Perform on site pump testing per NFPA 1911	7	250.00	1,750.00
01/07/2020	Ground Ladder Testing Annually Ground Testing per Perform NFPA 1932	31	45.00	1,395.00
01/07/2020	Ground Ladder Test-Price is PER LADDER Special Note *** IF NEED TO BE REPLACE *** PRICE: \$ 3.00 per sticker Heat sensor stickers for Ground Ladder per NFPA Required: * 4 Heat Sensor stickers for Main Section and Fly Section.	1	0.00	0.00
01/07/2020	Hose Testing Annually Fire Hose Testing Perform fire hose testing per NFPA 1962 standards	22,927	0.21	4,814.67

If you need an Aerial Test please contact our Sub-Contractor
Aerial Testing Company to receive FireFlow customer pricing.
ATC - (800) 297-1197

Accepted By

Accepted Date



Stewart & Stevenson
Power Products LLC

ATLANTIC POWER SYSTEMS



onsite
energy

January 7, 2020

Mr. Randy Morris
Town of Secaucus
1203 Paterson Plank Road
Secaucus, NJ 07094

Ref: LG21893
Acct#

Caterpillar	S/N 66D28213
(3)Cummins	S/N A130449684
	S/N E050784996
	S/N 0201716/001
(3)Generac	S/N 3002666019
	S/N 3001489637
	S/N 9938154
(2)Kohler	S/N SGM324JMR
	S/N SGM32CG9T
MTU Onsite	S/N 95090602014
(2)Magna	S/N MX188629-1212
	S/N 710861-0310
RUDOX	S/N D990905777
Triton	S/N L05007

Dear Mr. Morris:

We are pleased to offer this proposal for a (1) year service agreement for the above referenced power systems.

The service will be performed in accordance with the enclosed procedures and will include:

- (1) Level 2 Inspection with an oil, filter change and lab analysis of oil, coolant and fuel samples. To be performed during regular hours.
- (1) Level 3 Inspection. To be performed during regular hours.

Your cost for these services will be:

(1) Level 2 PM	\$12,807.00
(1) Level 3 PM	<u>4,060.00</u>
	\$16,867.00

Above prices are based on work performed during normal business hours, unless otherwise specified, and do not include any applicable sales taxes.

All waste fluids and filters will be removed and disposed of according to EPA regulations.

Stewart & Stevenson Power Products LLC – Atlantic Division

Atlantic Power Systems

180 Route 17 South, P.O. Box 950, Lodi, New Jersey 07644 Phone: (201) 489-5800 Fax: (201) 368-1071
www.atlanticdda.com

Mr. Randy Morris
Town of Secaucus
January 7, 2020

Page 2

As a Stewart & Stevenson maintenance customer, you will be given priority in responding to emergency calls 24 hours a day, 7 days per week on a time and material basis.

Should this proposal meet with your approval, please issue a purchase order referencing LG21893 and return it to my attention along with the signed agreement. Upon receipt of these documents we will schedule your services. *Please note that any Purchase Orders must be made out to Stewart & Stevenson Power Products LLC.*

If you have any questions feel free to call me at 201-359-6891 or email me at d.scalia@ssss.com

Sincerely,

A handwritten signature in black ink, appearing to read "D. Scalia", with a long horizontal flourish extending to the right.

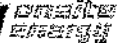
Domenic Scalia
Industrial Service Sales Manager

DS/dh



Stewart & Stevenson
Power Products LLC

ATLANTIC POWER SYSTEMS



Stewart & Stevenson Power Products LLC

SERVICE AGREEMENT

This Service Agreement (this "Agreement") is entered into on _____, Effective _____, 2020 (the "Effective Date"), by and between Stewart & Stevenson Power Products LLC, a Delaware limited liability company with principal offices at 180 Route 17 South, Lodi, New Jersey ("S&S-APS") and Town of Secaucus, with principal offices at 1203 Paterson Plank Road, Secaucus, NJ 07094. (Customer)

Whereas, S&S-APS agrees to provide the services in accordance with the schedules attached hereto on Customer's equipment listed on Schedule A ("Equipment"); and proposal LG21893.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained in this Agreement, the parties agree as follows.

1. **Term.** This Agreement shall commence on the Effective Date and shall remain in effect for a period of one (1) year. The Agreement shall automatically renew for an additional (12) months, unless either party provides thirty (30) days advance written notice of its intention not to renew for an additional term.

2. **Description of Work.** S&S-APS will service and inspect Customer's Equipment Semi-Annually.

The inspection of the Equipment shall be in accordance with the specifications set forth in the Preventive Maintenance Service Procedures attached hereto as Schedule B.

3. **Payment Terms.** Customer agrees to pay S&S-APS in accordance with the terms set forth below.

- a. All invoices shall be due and payable, net 30 days, from the date of invoice. S&S-APS shall deliver an invoice to Customer upon completion of each periodic inspection as set forth herein.
- b. Upon Customer's request and authorization, S&S-APS will perform additional work, outside the scope of this Agreement. Customer shall provide S&S-APS with a written purchase order authorizing the requested work. Such work will be invoiced at the current rates for field service work on a straight time, per hour, plus expenses basis. Any work requested to be performed outside the normal business day or on weekends or holidays shall be invoiced at the applicable rate plus expenses. Any parts, materials and supplies shall be billed at "Fleet Prices". Current labor rates are set forth on Schedule C.
- c. S&S-APS may adjust its labor rates and "Fleet Prices" due to increases in labor and materials. All changes will be promptly communicated to Customer.

4. **Insurance.** S&S-APS shall carry general public liability insurance in the amount of \$1,000,000 and comply with worker's compensation insurance requirements in accordance with applicable state law.

5. **Reporting.** S&S-APS will report promptly its findings, any trouble conditions and recommendations to Customer following the provision of services under this Agreement.

6. **Limited Warranty.** S&S-APS warrants that all work performed, and all parts supplied by S&S-APS in connection with this Agreement shall be free from defects in materials and workmanship for six (6) months from the date of completion. **THE WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO THE PRODUCTS, PARTS AND/OR SERVICES PROVIDED BY S&S-APS. S&S-APS MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

7. **Limitation of Liability.** Other than as provided for in this Agreement, S&S-APS shall have no liability for any repair findings, trouble conditions, and recommendations or for any failure to recommend repairs or modifications to the Equipment. Customer shall not be entitled to receive from S&S-APS any reimbursement or payment whatsoever for loss of time, loss of convenience, loss of anticipated profits, loss of the use of the Equipment purchased or for rental reinstallation costs incurred in connection with the repair or replacement of defective Equipment, or for any other incidental or consequential damages. S&S-APS maximum liability for any claim by Customer shall not exceed the purchase price of the work on which the claim is based.

8. **Remedy.** The sole remedy to Customer under this Agreement for defects in materials and workmanship shall be limited to providing, without charge, replacement materials and labor necessary to correct any defects as a result of the materials and/or S&S-APS's workmanship. Customer shall not be entitled to any replacement materials or labor for conditions or damage resulting from: (i) misuse of the Equipment; (ii) normal wear and tear; (iii) Customer or third party negligence; (iv) alteration of the Equipment; (v) operation of the Equipment in excess of the Equipment manufacturer's rated capacities or outputs; (vi) impurities, fluctuations or foreign objects resulting from Customer or a third party connections to the Equipment; (vii) Customer accidents or lack of performance of normal standard maintenance services by the Customer; (viii) and damage due to repairs performed by Customer or third party other than S&S-APS where, in the reasonable judgment of S&S-APS, adversely affected the Equipment's performance and reliability.

9. **Indemnification, Hold Harmless.** Customer hereby agrees to indemnify and hold harmless S&S-APS, other than for S&S-APS's gross negligence, from any and all claims, demands, liability, loss, damage or expense, including attorney's fees, whether relating to injury to the Equipment, other property or persons, which are as a direct or indirect result of S&S-APS's performance of its obligations hereunder.

10. **Termination.** Either party has the right to terminate this Agreement if the other party breaches or is in default of any material obligation of this Agreement. After the first inspection, either party may cancel this Agreement, without penalty, by providing to the other party (30) days advance written notice of its intention to cancel.

11. **Miscellaneous Provisions.**

- a. **Force Majeure.** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, governmental regulations superimposed after the fact, fire, communication line failures, power failures, earthquakes, or other disasters.
- b. **Entire Agreement.** This Agreement and all Schedules attached hereto constitute the entire Agreement between S&S-APS and Customer and supersede all other prior Agreements, representations, or discussions, whether oral or written.

- c. **Headings.** All headings appearing in this Agreement are for convenience only and shall not be construed as interpretations of the text of this Agreement.
- d. **Notices.** Any notices or other communications between the parties shall be sent to the addresses given above by U.S. registered mail, return receipt requested. Such notices shall be deemed received by the recipient if delivered to the recipient in person or by the U.S. mail service.
- e. **Severability.** If any provisions of this Agreement are held to be invalid, such invalidity shall not affect the other provisions of this Agreement.
- f. **No Waiver.** No delay or failure of either party in exercising, in whole or part, a right under this Agreement shall constitute a waiver of such right. All waivers must be in writing and signed by the party waiving the right. Any waiver by either party shall be a specific, limited waiver and shall not constitute a continuing waiver.
- g. **Governing Law.** This Agreement shall be governed and construed under the laws of the State of New Jersey. Each party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in New Jersey.
- h. **Assignment.** Customer may not assign its rights hereunder without S&S-APS's prior written consent.

IN WITNESS WHEREOF, the parties hereto executed this Agreement as of _____.

Stewart & Stevenson Power Products LLC

Town of Secaucus
LG21893

By:
Name: Domenic Scalia
Title: Industrial Service Sales Manager

By:
Name:
Title:

**Schedule A
(Equipment)**

Caterpillar	S/N 66D28213
(3)Cummins	S/N A130449684
	S/N E050784996
	S/N 0201716/001
(3)Generac	S/N 3002666019
	S/N 3001489637
	S/N 9938154
(2)Kohler	S/N SGM324JMR
	S/N SGM32CG9T
MTU Onsite	S/N 95090602014
(2)Magna	S/N MX188629-1212
	S/N 710861-0310
RUDOX	S/N D990905777
Triton	S/N L05007

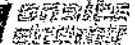
Schedule B
(Preventive Maintenance Service Procedures)

Schedule C
(Labor Rates)



**Stewart & Stevenson
Power Products LLC**

ATLANTIC POWER SYSTEMS



PREVENTIVE MAINTENANCE SERVICE PROCEDURES - LEVEL 2

DIESEL ENGINE POWERED EMERGENCY GENERATOR SETS

I. ENGINE

a. Lubrication System

1. Check oil level
 - a. Inspect for evidence of dilution or contamination
 - b. Top off as required **.
2. Visual inspection of front and rear crankshaft seals and lubrication system gaskets for leaks.
3. Visual inspection of pipes and hoses for leaks and condition.
4. Check and record oil pressure at operating temperature.
5. Draw lube oil sample for lab analysis.
6. Check for evidence of excessive crankcase pressure.
7. Oil and lube oil filter change (annual basis).

b. Fuel System

1. Visually inspect flexible fuel lines for condition and leaks.
2. Check fuel for
 - a. Quantity.
 - b. Evidence of water or foreign substances.
3. Inspect fuel supply from engine to day tank for condition and security.
4. Drain water separator if applicable / necessary.
5. Inspect engine fuel lines, pump, and filters for leaks, condition and security.
6. Inspect and lubricate governor actuator to rack and ball joints.
7. Primary and secondary filter change (annual basis).

c. Air System

1. Inspect air filters for condition and security, tighten clamps and brackets as required.*
2. Inspect turbo outlet hoses and pipes for condition and security, tighten clamps and brackets as required.*
3. Inspect and lubricate blower by-pass actuators and turbocharger waste-gate linkage.
4. Inspect and lubricate air box damper operating mechanism.

5. Service crankcase breathers and air box drains as required.*

d. Cooling System

1. Check coolant level, top off as required.**
2. Check and record freeze protection.
3. Chemical test corrosion protection, add inhibitor as required.**
4. Pressure test to 15 psi and inspect for leaks.
5. Inspect fan shrouds, guards and brackets for condition and security.
6. Inspect and lubricate idler and fan drive bearings. Check condition and security of mounts, brackets and adjusters, tighten fasteners as required.*
7. Inspect radiator core for cleanliness, condition and security.
8. Inspect fan drive belt for condition and proper tension.
9. Inspect coolant hoses and pipes for condition and security.
10. Check operation of intake and exhaust louvers if applicable.
11. Check operation of jacket water heater, control thermostats and oil pressure disconnect contactor.
12. Check and record coolant temperature under operating conditions.
13. Draw a coolant sample for lab analysis.

e. Exhaust System

1. Inspect exhaust pipes and flexes where accessible for security and evidence of leaks.
2. Inspect turbocharger clamps and brackets, tighten as required.*
3. Inspect muffler supports for condition and security.
4. Operate condensate drains as applicable.

f. Electrical System (Engine)

1. Inspect starter cables, wire and connectors for condition and security.
2. Check and record starting battery float voltage.
3. Check electrolyte level (lead acid batteries).
4. Load test starting batteries for 15 seconds and record voltage.
5. Check charger for proper operation and output.
6. Check battery charging alternator connections if applicable.
7. Visually inspect on engine wiring connections for condition and security.
8. Test / prove all engine protective devices.

II. GENERATOR

a. Mechanical

1. Visually inspect mounting bolts for security and condition.
2. Inspect fastening bolts for drive flex.
3. Inspect fan guard for condition and security.
4. Inspect air inlet screen for cleanliness, condition and security.
5. Inspect and lubricate bearing as required.*
6. Inspect mechanical connections for tightness, condition and security as required.*

b. Electrical

1. Check and record no load and full load voltage.
2. Inspect exciter assembly, stator and field for cleanliness and physical integrity.
3. Inspect cable and wire termination at generator for condition and security.
4. Inspect rotating rectifier and surge suppressor for condition, connection and mounting integrity.
5. Inspect end bell enclosure for cleanliness and device interference with rotating assemblies.
6. Prove generator protective devices.

III. CONTROLS

1. Check operation of auto start and remote controls.
2. Check operation and AC and engine instruments.
3. Check operation of generator set associated indicators and lights.
4. Check and adjust system frequency and voltages as required.*
5. Check and adjust synchronized kilowatt and reactive load sharing as required.*

IV. RUNNING CHECKS

1. Start and run unit at no load and make appropriate entries on Atlantic Power Systems log form.
2. Complete general walk around inspection.
3. Visually inspect for leaks.
4. Check for abnormal noise or vibration.

V. DEPARTURE CHECKS

1. Reset all controls to automatic.
2. Confirm circuit breaker in correct position.
3. Confirm fuel valves are in the correct position.
4. Confirm battery charger is on.
5. Confirm day tank controls are on.
6. Confirm that louver controls are on.
7. Confirm that jacket water heater is on.

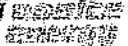
* As required - 1. According to published manufactures' specification or recommendation.
- 2. Where not published according to sound practices.

** Top off fluids up to 1 gallon. Additional quantities at additional charge.



**Stewart & Stevenson
Power Products LLC**

ATLANTIC POWER SYSTEMS



PREVENTIVE MAINTENANCE SERVICE PROCEDURES - LEVEL 3

DIESEL ENGINE POWERED EMERGENCY GENERATOR SETS

I. ENGINE

a. Lubrication System

1. Check oil level
 - a. Inspect for evidence of dilution or contamination.
2. Visual inspection of front and rear crankshaft seals and lubrication system gaskets for leaks.
3. Visual inspection of pipes and hoses for leaks and condition.
4. Check for evidence of excessive crankcase pressure.

b. Fuel System

1. Visually inspect flexible fuel lines for condition and leaks.
2. Inspect fuel supply from engine to day tank for condition and security.
3. Drain water separator if applicable / necessary.
4. Inspect engine fuel lines, pump, and filters for leaks, condition and security.
5. Inspect and lubricate governor actuator to rack and ball joints.

c. Air System

1. Inspect air filters for condition and security, tighten clamps and brackets as required.*
2. Inspect turbo outlet hoses and pipes for condition and security, tighten clamps and brackets as required.*

d. Cooling System

1. Check coolant level.
2. Check and record freeze protection.
3. Chemical test corrosion protection.
4. Inspect fan shrouds, guards and brackets for condition and security.
5. Inspect radiator core for cleanliness, condition and security.
6. Inspect fan drive belt for condition and proper tension.
7. Inspect coolant hoses and pipes for condition and security.
8. Check operation of intake and exhaust louvers if applicable.
9. Check operation of jacket water heater.

e. Exhaust System

1. Inspect exhaust pipes and flexes where accessible for security and evidence of leaks. Check for evidence of wet stacking
2. Inspect muffler supports for condition and security.
3. Operate condensate drains as applicable.

f. Electrical System (Engine)

1. Inspect starter cables, wire and connectors for condition and security.
2. Check and record starting battery float voltage.
3. Check electrolyte level (lead acid batteries).
4. Check charger for proper operation and output.
5. Check battery charging alternator connections if applicable.
6. Visually inspect on engine wiring connections for condition and security..

II. GENERATOR

a. Mechanical

1. Visually inspect mounting bolts for security and condition.
2. Inspect fan guard for condition and security.
3. Inspect air inlet screen for cleanliness, condition and security..

III. CONTROLS

1. Check operation of auto start and remote controls.
2. Check operation and AC and engine instruments.
3. Check operation of generator set associated indicators and lights.
4. Check and adjust as required* system frequency and voltages.

IV. RUNNING CHECKS

1. Start and run unit at no load and make appropriate entries on Atlantic Power Systems log form.
2. Complete general walk around inspection.
3. Visually inspect for leaks.
4. Check for abnormal noise or vibration.

V. DEPARTURE CHECKS

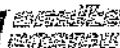
1. Reset all controls to automatic.
2. Confirm circuit breaker in correct position.
3. Confirm fuel valves are in the correct position.
4. Confirm battery charger is on.
5. Confirm day tank controls are on.
6. Confirm that louver controls are on.
7. Confirm that jacket water heater is on.

* As required - 1. According to published manufactures' specification or recommendation.
- 2. Where not published according to sound practices.



**Stewart & Stevenson
Power Products LLC**

ATLANTIC POWER SYSTEMS



GENERATOR FIELD SERVICE RATES

EFFECTIVE 9/1/19

***LABOR:**

MONDAY – FRIDAY - 7:00 AM - 3:30 PM	\$195.00 / Hour
BEFORE 7:00 AM AND AFTER 3:30 PM	\$292.50 / Hour

SATURDAY - 7:00 AM - 3:30 PM	\$292.50 / Hour
BEFORE 7:00 AM AND AFTER 3:30 PM	\$390.00 / Hour

SUNDAY AND HOLIDAYS - ALL DAY	\$390.00 / Hour
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TRAVEL:

\$3.00 Per mile plus tolls.

*Labor is charged portal to portal.

Resolution No. _____

**TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY**

**A RESOLUTION ON BEHALF OF THE TOWN OF SECAUCUS EXTENDING THE
CONTRACT FOR HEAVY EQUIPMENT LEASING SERVICES TO HUGERICH
CONSTRUCTION, INC.**

WHEREAS, the Secaucus Department of Public Works has a continuing need for the provision of Heavy Equipment Leasing Services; and

WHEREAS, Hugerich Construction, Inc. was awarded a contract for Heavy Equipment Leasing Services on February 13, 2018 per Resolution 2018-58 for a one (1) year period with two (2) one (1) year options to renew; and

WHEREAS, Hugerich Construction, Inc. was awarded a contract extension for a one (1) year period under Resolution 2019-30; and

WHEREAS, the Town of Secaucus wishes to extend the contract for an additional one (1) year term, in accordance with Year 3 pricing of their original proposal; Said extension is the second of two (2) one (1) year optional renewals for this contract.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council for the Town of Secaucus, County of Hudson, State of New Jersey, to award a contract extension to Hugerich Construction, Inc., to provide Heavy Equipment Leasing Services for a one (1) year period for an amount not to exceed Seventy-Five Thousand Dollars (\$75,000.00); and

BE IT FURTHER RESOLVED, that the attached Bid Proposal and Resolution shall constitute the requisite contract in this matter for pricing per item, and will be kept on file with the Town Clerk; and

BE IT FURTHER RESOLVED, that Hugerich Construction Inc. shall provide any and all updated compliance information requested by the Town of Secaucus' Office of Purchasing, which may include but is not limited to, proof of continued insurance coverage; and

BE IT FURTHER RESOLVED, that the Mayor and/or Town Administrator is hereby authorized to execute any other documents or take any other necessary action to effectuate the spirit and intent of this Resolution.

Adopted: February 11, 2020

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on February 11, 2020.

Town Clerk		Mayor		
Motion:	Yes	No	Abstain	Absent
Second:				
Councilman Costantino				
Councilman McKeever				
Councilman Clancy				
Councilman Dehnert				
Councilman Gerbasio				
Councilwoman Tringali				
Mayor Gonnelli				

I, Sheetal Nagpal, Treasurer of the Town of Secaucus, do hereby certify that funds are available in accordance with the Local Budget Law NJSA 40A:4-1 in Account Number: 01-2010-00-31502-069
Amount \$ 75,000/- Date 2/7/2020
Sheetal Nagpal
Sheetal Nagpal

RESOLUTION: _____

**TOWN OF SECAUCUS
COUNTY OF HUDSON
STATE OF NEW JERSEY**

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, Secaucus, County of Hudson, State of New Jersey, that pending the successfully completion of background checks and physical examinations, the below persons are hereby appointed as replacement regular part time Counselor positions for the remainder of the 2019 / 2020 school year in the After-Care Programs Department #81082 effective February 11th, 2020 as follows:

<u>Counselors</u>	<u>Rate</u>
Suarez, Mia #5551rehire (start 2/5/20)	\$11.00 / Hour
Abdullah, Mohammad (start 2/3/20)	\$11.00 / Hour

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on February 11, 2020.

Town Clerk Mayor

Motion:	Yes	No	Abstain	Absent
Second:				
Councilman Costantino				
Councilman McKeever				
Councilman Clancy				
Councilman Dehnert				
Councilman Gerbasio				
Councilwoman Tringali				
Mayor Gonnelli				

RESOLUTION: _____

**TOWN OF SECAUCUS
COUNTY OF HUDSON
STATE OF NEW JERSEY**

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus, County of Hudson, State of New Jersey, pursuant to the recommendation of Lisa Snedeker, Director Senior and Social Services, the below persons are hereby appointed to the replacement part time positions in the Social Services Department (#74000) effective February 11, 2020 as follows:

Tabasco, Janice (Cook) #5409 – start 2/18/20	\$17.00 / Hour
Logan, James (Asst. Cook) - start 2/3/20	\$12.00 / Hour
Phemsint, Nattirat (Clerk) – start 2/3/20	\$11.00 / Hour
Logan, Sean (Clerk) rehire #5619 - start 2/3/20	\$11.00 / Hour

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on February 11, 2020.

Town Clerk Mayor

Motion:	Yes	No	Abstain	Absent
Second:				
Councilman Costantino				
Councilman McKeever				
Councilman Clancy				
Councilman Dehnert				
Councilman Gerbasio				
Councilwoman Tringali				
Mayor Gonnelli				

Resolution No. _____

**TOWN OF SECAUCUS
COUNTY OF HUDSON, STATE OF NEW JERSEY**

**A RESOLUTION APPOINTING THE
PUBLIC AGENCY COMPLIANCE OFFICER (P.A.C.O.)**

BE IT RESOLVED, by the Mayor and Council of the Town of Secaucus that Gary Jeffas, Esq. is hereby designated as the Public Agency Compliance Officer (P.A.C.O.) for the Town of Secaucus.

February 11, 2020

I, Michael Marra, Town Clerk of the Town of Secaucus, County of Hudson, do hereby certify that the above is a true copy of a resolution approved by the Mayor and Council on February 11, 2020.

Town Clerk

Mayor

Motion:	Yes	No	Abstain	Absent
Second:				
Councilman Costantino				
Councilman McKeever				
Councilman Clancy				
Councilman Dehnert				
Councilman Gerbasio				
Councilwoman Tringali				
Mayor Gonnelli				