

OLD BRIDGE MUNICIPAL UTILITIES AUTHORITY

RESOLUTION NO. M-90-14

ADMINISTRATIVE DIVISION

RESOLUTION

WHEREAS, by previous resolution the Authority authorized the appointment and employment of Michelle Smith as Comptroller for the Old Bridge Municipal Utilities Authority starting January 31, 2015 and ending January 31, 2020; and

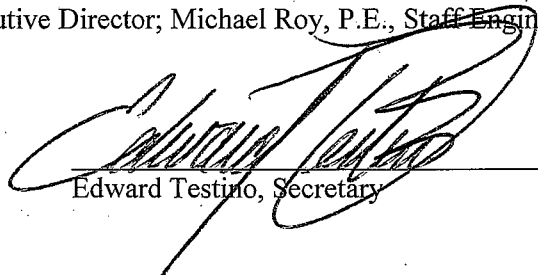
WHEREAS, the Authority further authorized an increase of salary effective November 17, 2014; and

WHEREAS, the Authority Attorney has prepared a contract between Michelle Smith and the Authority; and

WHEREAS, said contract has been reviewed and approved by the Executive Director;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Old Bridge Municipal Authority that the Chairman and/or Executive Director be and the same are hereby authorized to execute the employment contract between Michelle Smith and the Authority in accordance with its terms;

BE IT FURTHER RESOLVED that certified true copies of this resolution be forwarded to Guy Donatelli, Executive Director; Michael Roy, P.E., Staff Engineer; and Michelle Smith, Comptroller;


Edward Testino, Secretary

Motion by: Edward Testino

Second by: Arthur M. Haney

Ayes: Donatelli, Greenberg, Greene, Testino, Haney

Nays: None

Absent: None

Dated: November 17, 2014

OBMUA0127.RES

EMPLOYMENT CONTRACT

COMPTROLLER

THIS AGREEMENT, made on this 21st day of November 2014, by and between MICHELLE SMITH, residing at 2 Margaret Lane Howell, County of Monmouth and State of New Jersey, 07731 (hereinafter referred to as "EMPLOYEE"), at the OLD BRIDGE MUNICIPAL UTILITIES AUTHORITY, with administrative offices at 71 Boulevard West, Cliffwood Beach, New Jersey 07735, and a mailing address of P.O. Box 1006, Laurence Harbor, New Jersey 08879 (hereinafter referred to as "EMPLOYER" and/or OBMUA):

WITNESSETH:

WHEREAS, EMPLOYER AND EMPLOYEE enter into this Employment Contract commencing November 17, 2014 and terminating on January 31, 2020; and

WHEREAS, the current Comptroller of the OBMUA will retire on January 31, 2015; and

WHEREAS, the EMPLOYEE has been the Internal Auditor and Benefits Administrator for the OBMUA for a number of years it has been determined that it is necessary and desirable for the efficient operations of the OBMUA to promote the EMPLOYEE to the position of Comptroller, effective upon the retirement of the current Comptroller which is anticipated to be January 31, 2015

WHEREAS, EMPLOYEE and EMPLOYER desire to enter into a written Contract of Employment, to establish the terms of employment, duties, compensation and other employment matters pursuant to the provisions of N.J.S.A.40:14B-18

NOW THEREFORE, in consideration of the mutual promises and covenants herein Contained, and for other good and valuable consideration, it is hereby agreed by and between The EMPLOYER and EMPLOYEE as follows:

1. EMPLOYMENT: The Employer hereby employs the EMPLOYEE as the Comptroller of the OBMUA and the EMPLOYEE hereby accepts such employment, all in accordance with the subject to the terms, covenants and conditions hereinafter set forth.

2. TERM OF EMPLOYMENT: The term of this Contract and the employment provided for hereunder shall commence upon retirement of the current Comptroller, and terminate on January 31, 2019, and during such term, the EMPLOYEE shall serve as Comptroller of the OBMUA.

3. COMPENSATION: EMPLOYER shall pay and provide to the EMPLOYEE and EMPLOYEE shall accept from the EMPLOYER, as full and complete consideration and payment for all of the services to be rendered by EMPLOYEE under this Contract, the following compensation:

A. ANNUAL SALARY: The EMPLOYEE's base salary shall be an annual salary rate of the sum of \$103,000.00 per annum from November 17, 2014 to January 31, 2015, payable weekly on a pro-rata basis and \$125,000.00 per annum upon assuming the duties of Comptroller. Additionally the EMPLOYEE shall be provided an annual salary increase consistent with all other non-union employees.

EMPLOYEE'S base salary may not be decreased at any time without the written consent of the EMPLOYEE.

B. VACATION BENEFITS: EMPLOYEE shall, during the term of this Contract, be entitled to 30 paid vacation days each year of employment.

C. PERSONAL DAYS: EMPLOYEE shall be entitled to be absent from employment, but with full pay, for three (3) personal days per annum.

D. SICK LEAVE AND OTHER BENEFITS: EMPLOYEE shall be entitled to the same benefits as EMPLOYER provides to its permanent, full-time employees, including, but not limited to, EMPLOYER's sick leave policy, holidays, insurance (health, dental, vision and life), disability, retirement, bereavement and other benefit policies and plans. In lieu of any bridge days and after the exhaustion of any and all remaining sick days, EMPLOYEE shall be entitled, at a minimum, to short term disability benefits of full pay for the first six (6) months disability and long term disability benefits of at least two thirds (2/3) salary after six (6) months of disability.

E. REIMBURSEMENT OF EXPENSES: EMPLOYEE shall be reimbursed for necessary and usual out of pocket expenses incurred in performance of her duties on behalf of EMPLOYER. Without limitation, such expenses shall include mileage, (on any vehicles other than that Authority vehicles), tolls, meals, lodging and any other incidental expenses, as well as any other and all expenses that are approved by the EMPLOYER.

4. JOB DESCRIPTION AND DUTIES: As hereinabove set forth, EMPLOYER hereby employs, engages and hires EMPLOYEE as the COMPTROLLER of the OBMUA, and, as such, EMPLOYEE shall, subject the supervision of the Board of Commissioners of the OBMUA, assume such responsibilities and perform and discharge such duties as are customarily assumed and performed by one holding such position in the employ of the same or similar municipal agencies or instrumentalities. EMPLOYER agrees that, during the term of this Contract, it will not eliminate the position of the Comptroller for the OBMUA by creating an equivalent position or office and assigning to the holder thereof, any of the rights, responsibilities and/or duties of the EMPLOYEE herein, nor shall the EMPLOYER eliminate the position of Comptroller by assigning the rights, duties and responsibilities provided for hereunder to an existing employee or employees. Further, EMPLOYER agrees that, during the

term of this Contract, EMPLOYER shall not substantially change the duties, responsibilities and hours of employment provided for hereunder. Not by way of limitation, the responsibilities and duties of the Comptroller shall including the following:

a) Exercise full authority; management and control of the day to day operations of the Finances of the OBMUA.

b) Supervise the continuing maintenance of the Authority's financial records, the operation of payroll and accounts in such condition as to insure compliance with all the applicable Federal and State Statutory and Regulatory requirements.

c) Exercise the direct responsibility for the of all employees assigned to the Comptroller's Office, both salaried and hourly of the Authority.

d) Review and implement all legislation and regulations pertaining to the financial operation and maintenance of the Authority.

e) Maintain all financial records and personal records of all the employees.

f) EMPLOYEE shall represent the EMPLOYER in all the dealings with financial institutions, the general public regarding billing, developers and contractors in financial matters.

g) EMPLOYEE shall attend all agenda, workshop, committee, regular and special meetings of the Board as directed. EMPLOYEE shall prepare the monthly billing and financial resolutions, payroll checks, bank deposits, accounts payable and financial reports as required in such a manner that they are conducted efficiently and expeditiously.

h) EMPLOYEE shall receive and prepare all vouchers for payment, prior to submission to the Board of Commissioners.

5. PERFORMANCE AND DISCHARGE OF DUTIES: EMPLOYEE agrees that she shall, at all times, faithfully, diligently, and to the best of her ability, experience and

talents, perform all of the duties that may be required from her, in accordance with the express and implicit term of this Contract, to the reasonable satisfaction of the Employer. EMPLOYER shall provide EMPLOYEE with the use of an office, secretarial services and such of other facilities and services as are normally and customarily available and provided to persons holding a position or office similar to that of the EMPLOYEE and as shall be adequate for the performance of all of employee's duties. EMPLOYEE shall regularly perform her duties at the offices of the OBMUA, during regular business hours, as are or may be established by the EMPLOYER. The current business hours are from 8:30 a.m. to 4:30 p.m., Monday through Friday. The EMPLOYEE shall be allowed to modify these hours when deemed necessary by her for the efficient operation of the Authority. EMPLOYEE warrants and represents that, during the term of this contract, she shall devote her time, attention and best efforts to the affairs and activities of the EMPLOYER, except as directed by the OBMUA Board of Commissioners, or as otherwise required by law, EMPLOYEE shall not, directly or indirectly, use, disseminate, disclose, lecture upon, release or publish any confidential information concerning EMPLOYER. Upon Termination of EMPLOYEE's employment with the EMPLOYER, all documents, records, notebooks, memoranda and other similar repositories of or containing confidential information of the EMPLOYER, then in the EMPLOYEE's possession, whether prepared by her or others, shall be returned to the EMPLOYER. EMPLOYEE is entitled to retain, and disclose as necessary, copies of all documents relating to her employment and duties. EMPLOYEE shall retain possession of personal diaries, daily work diary, appointment books, and all other items of a personal nature, whether in hard copy or in the form of electronic data.

6. TERMINATION OF EMPLOYMENT: The within Contract of Employment may be terminated by the EMPLOYER or EMPLOYEE, as the case may be, upon the following conditions:

A. TERMINATION BY THE EMPLOYEE: EMPLOYEE shall be permitted and entitled to terminate this Contract at any time, without penalty, by way of resignation or retirement. The manner of termination, by way of resignation or retirement, shall be effected by EMPLOYEE serving upon the EMPLOYER written notice of the EMPLOYEE's resignation or retirement, or as may otherwise be mutually agreed upon between the EMPLOYER and EMPLOYEE.

A. TERMINATION BY EMPLOYER:

1. GOOD CAUSE: EMPLOYER shall have the right to terminate this Contract of Employment prior to the contracted for termination date for good cause, upon a majority vote of the Commissioners of the OBMUA. As herein, good cause shall mean: a. Failure of EMPLOYEE to discharge and perform her duties and responsibilities in a reasonable manner or otherwise violates the condition of this Contract of Employment, provided that EMPLOYEE has received from the EMPLOYER, written notice of any such failures or deficiencies in EMPLOYEE's performance or any such violations of conditions of this Contract and, after being afforded a reasonable opportunity, fails or refuses to correct any omissions, failures, deficiencies or violations; (b) official misconduct in the EMPLOYEE's duties; or (c) conviction of EMPLOYEE of an indictable offense, which the EMPLOYER reasonably believes will adversely affect EMPLOYEE's continued performance, honesty, integrity or effectiveness. In the event any of the aforementioned circumstances, constituting good cause, should eventuate, the EMPLOYER may terminate this Contract or take other disciplinary action against the EMPLOYEE in accordance with the following procedure:

a) EMPLOYER shall, by majority vote, adopt a resolution stating, with specificity, the reasons for EMPLOYEE's proposed removal or other disciplinary action.

- b) Within five (5) business days following the service aforementioned resolution

upon the EMPLOYEE, he may respond, in writing, to the matters set forth in such resolution and he may also request a public or private hearing with the respect to said matters.

c) If requested, said public or private hearing shall be held or conducted by the EMPLOYER, in the presence of the EMPLOYEE and, at her option, her legal representative, not earlier than twenty (20) days nor later than thirty (30) days after the filing of such request, unless otherwise mutually agreed to between and EMPLOYER and EMPLOYEE.

d) Upon the conclusion of the public or private meeting, as aforesaid, and after full consideration of the matters presented at said hearing, the EMPLOYER, by majority vote, may adopt another resolution providing for the immediate removal of the EMPLOYEE or such other disciplinary action as the EMPLOYER may determine.

2. DISSOLUTION OF OBMUA: In the event of dissolution of the OBMUA, the EMPLOYER or any successor agency to the EMPLOYER shall have the option of immediately terminating the Contract of Employment upon the effective date of any dissolution.

MUTUAL TERMINATION: The EMPLOYEE and EMPLOYER may, by mutual consent, evidenced by a writing signed by both parties, terminate the Contract of Employment for any reason whatsoever.

D. RETIREMENT: If the EMPLOYEE retires during the term of this Contract of Employment, the EMPLOYEE shall receive the retirement benefits and payments provided to all non-union management personal.

E. PAYMENTS UPON TERMINATION: In the event of any termination of this Contract for any reason the EMPLOYER shall pay the EMPLOYEE the amounts due together with all benefits provided to the non-union management employees.

7. INDEMNIFICATION: EMPLOYER shall indemnify and hold EMPLOYEE harmless from any and all liability which EMPLOYEE may incur arising out of the performance of her duties under this Contract. Further, EMPLOYER shall provide EMPLOYEE with the necessary means for the defense of any action or legal proceeding arising out of or incidental to the performance of EMPLOYEE's duties under this Contract, and to pay all counsel fees and expenses relating thereto, including costs of appeal, if any. The EMPLOYEE shall have sole discretion of choosing an attorney or other legal representative in representing EMPLOYEE in any such action or legal proceeding. The provisions of this paragraph 7 shall not apply to any removal or disciplinary procedures instituted against the EMPLOYEE by the EMPLOYER under the provisions of this Contract, unless EMPLOYEE prevails as to any such removal or disciplinary procedures or actions.

8. PERSONAL POLICIES APPLICABLE: Notwithstanding any provision this Contract to the contrary, EMPLOYEE shall be subject to the personnel rules, regulations and policies pertaining to all full-time employees with respect to all matters not specifically governed by the terms of this Contract or inconsistent with the terms hereof.

9. NON-WAIVER: The failure of any party, at any time, to require the strict performance by the other party of any provision of this Contract, shall in no way constitute a waiver, relieving such other party from performing such provision in the future. In the event of any breach of this Contract by either party, the failure or refusal of non-breaching party to seek enforcement of the Contract against the breaching party shall as a waiver, by the non-breaching party, with respect to any other or subsequent breach by the breaching party of the same or of any other provision.

10. SEVERABILITY: In the event any term or provision of this Contract is determined to be invalid or unenforceable by a Court of appropriate jurisdiction, such

determination shall not affect the remaining provisions of this Contract and this Contract shall be otherwise enforceable against and binding upon both parties as if the offending provisions were not included therein.

11. HEADINGS/CAPTIONS: Any heading or captions inserted at the beginning of any paragraph are for convenience only and shall not be considered in the construction of the provisions of such paragraphs.

12. LAW GOVERNING: This Contract is a New Jersey agreement and shall be interpreted in accordance with the laws of the State of New Jersey. Any legal proceedings instituted by either party with respect to this Contract shall be instituted in a Court of appropriate jurisdiction in the State of New Jersey.

13. NOTICE: All notice of communications required or permitted to be given by either party to the other party under the terms of this Contract shall be in writing, and either hand delivered or sent by certified mail, return receipt requested, postage prepaid, at the respective addresses set forth in this Contract. Either party may change his or its address for the mailing of notices. Provided notice of such change has been given to the other party accordance with this paragraph.

14. ADDITIONAL PROVISIONS:

A. VEHICLE: EMPLOYEE shall be entitled to business and personal use of OBMUA vehicle.

B. COMPENSATION TIME: EMPLOYEE shall accrue compensation time as provided to all other non-union management employees.

C. USE OF BENEFIT TIME: EMPLOYEE shall be entitled to any and all vacation, sick, personal and compensation according to the OBMUA policy.

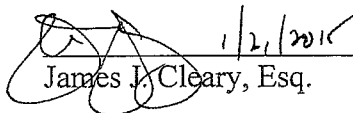
D. EDUCATION AND SEMINARS: EMPLOYEE shall be entitled to attend courses, conferences, seminars and other education programs as reasonably necessary to enhance the performance of her job duties. EMPLOYEE shall be reimbursed for the cost of those courses/seminars, etc., by the OBMUA.

E. OUTSIDE EMPLOYMENT AND BUSINESS: EMPLOYEE shall not engage in outside employment and/or business.

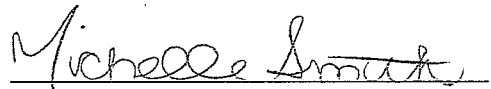
15. ENTIRE AGREEMENT: This contract represents the entire agreement between the parties hereto and same shall be binding upon and insure to the benefit of the respective parties and their respective heirs, executors, administrators, legal representatives, successors and assigns. This Contract shall not be modified, changed or revised in any manner whatsoever except by a writing signed by both parties. All of the benefits set forth in this contract may be increased at anytime by the Board of Commissioners, but shall not be subject to reduction.

ATTEST:

As to Michelle Smith



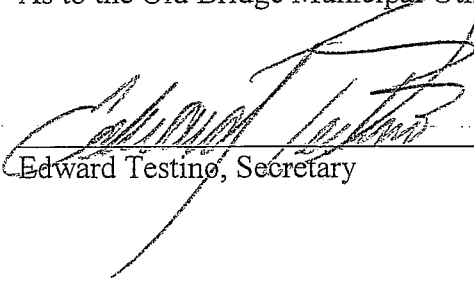
James J. Cleary, Esq.



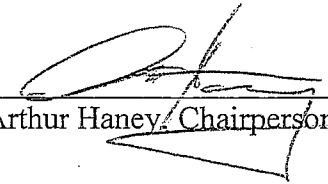
Michelle Smith

ATTEST:

As to the Old Bridge Municipal Utilities Authority



Edward Testino, Secretary



Arthur Haney, Chairperson

OLD BRIDGE MUNICIPAL UTILITIES AUTHORITY

RESOLUTION NO. M-84-14

ADMINISTRATIVE DIVISION

RESOLUTION

WHEREAS, due to the retirement of Stephen Floerk, II, effective January 31, 2015, there will be a vacancy of the Comptroller position at the Old Bridge Municipal Utilities Authority; and

WHEREAS, the Executive Director has recommended the appointment of Michelle Smith current Internal Auditor and Benefit Administrator to the position of Comptroller effective on January 31, 2015; and

WHEREAS, the Commissioners of the Old Bridge Municipal Utilities Authority have recognized Michelle Smith's 20 years of dedicated service with the Authority in her current position and have agreed to her appointment as Comptroller; and

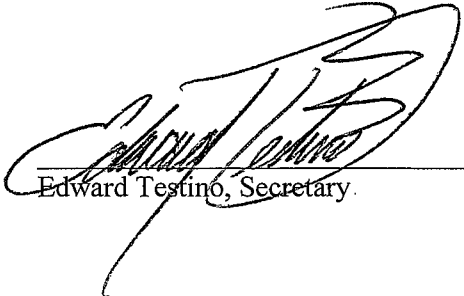
NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Old Bridge Municipal Utilities Authority that Michelle Smith be appointed Comptroller upon the retirement of Stephen Florek, II effective January 31, 2015;

BE IT FURTHER RESOLVED that effective November 17, 2014 the per annum salary of Michelle Smith will be \$103,000.00 and upon assuming the duties of Comptroller, effective January 31, 2015, Michelle Smith will receive a salary of \$125,000.00 per annum;

BE IT FURTHER RESOLVED that the Authority's General Counsel is authorized to prepare a contract between Michelle Smith and Old Bridge Municipal Utilities Authority in accordance with the provisions of N.J.S.A. 40:14B-18;

BE IT FURTHER RESOLVED that this resolution ratifies action taken by the Authority as of November 17, 2014;

BE IT FURTHER RESOLVED that certified true copies of this resolution be forwarded to Guy Donatelli, Executive Director; Michael Roy, P.E., Staff Engineer; Stephen Florek II, Comptroller; Arthur Haney, Chairman; Cleary, Giacobbe, Alfieri, Jacobs, LLC.; and Michelle Smith;



Edward Testino, Secretary

Motion by: Edward Testino
Second by: Arthur M. Haney
Ayes: Donatelli, Greenberg, Greene, Testino, Haney
Nays: None
Absent: None
Dated: November 17, 2014
OBMUA0113.RES

OLD BRIDGE MUNICIPAL UTILITIES AUTHORITY

RESOLUTION NO. M-83-14

SEWER DIVISION

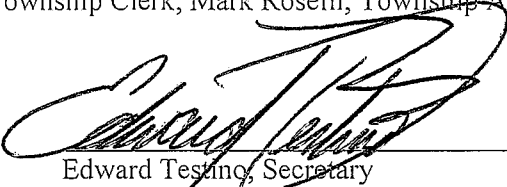
RESOLUTION

WHEREAS, Birch Hill Development (Application #S203-419) requires an easement through Township owned property located at Block 21001, Lot 4.11 in order to connect to a sewer main from the interior of its Development to the Crossroads Interceptor, which easement will facilitate the sewerage of area near Marlboro and Texas Road; and

WHEREAS, the easement has been prepared by the Township Attorney and approved by the Authority Engineer and General Counsel to the Authority; and

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Old Bridge Municipal Utilities Authority Authorizes that the Executive Director and Chairman be and the same are hereby authorized to execute the deed of easement prepared in accordance with its terms;

BE IT FURTHER RESOLVED that certified true copies of this resolution be forwarded to Guy Donatelli, Executive Director; Michael Roy, P.E., Staff Engineer; Stephen Florek, Comptroller; Stella Ward, Township Clerk; Mark Roselli, Township Attorney.


Edward Testino, Secretary

Motion by: Arthur M. Haney
Second by: Anita Greenberg
Ayes: Donatelli, Greenberg, Greene, Testino, Haney
Nays: None
Absent: None
Dated: November 17, 2014
OBMUA0116.RES

OLD BRIDGE MUNICIPAL UTILITIES AUTHORITY

RESOLUTION NO. M-82-14

SEWER DIVISION

RESOLUTION

WHEREAS, Insituform Technologies LLC has requested a final quantities change order (Change Order No. 1) to Contract #2013-01 in connection with the 2013 Sanitary Sewer Rehabilitation Project; and

WHEREAS, this change order consists of work performed under this sewer relining contract which includes the addition of three hundred (300) feet of liner installed near Jake Brown Road; and

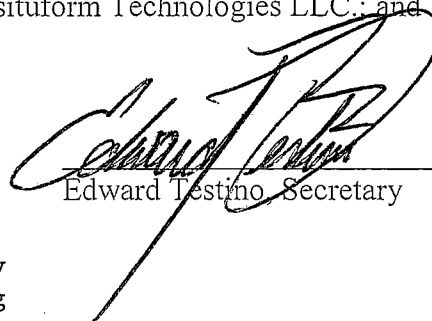
WHEREAS, a collapsed pipe near Jake Brown Road occurred subsequent to the execution of the contract and could not be included in the original work; and

WHEREAS, this Change Order results in a Minus of \$25,137.47 decreasing the original contract price of \$395,479.00 to a new contract amount of \$370,341.53; and

WHEREAS, the Staff Engineer and Consulting Engineer have reviewed the request and reports submitted and have recommended Change Order #1 to Contract #2013-01 in accordance with the staff engineer's report dated November 14, 2014;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Old Bridge Municipal Utilities Authority ("OBMUA") that Change Order #1 in the amount of \$25,137.47 in connection with the 2013 Sanitary Sewer Rehabilitation Project (Contract #2013-01) be and the same is hereby approved;

BE IT FURTHER RESOLVED that certified true copies of this resolution be forwarded to Guy Donatelli, Executive Director; Michael Roy, P.E., Staff Engineer; Stephen Florek, Comptroller; Insituform Technologies LLC.; and R3M Engineering



Edward Testino, Secretary

Motion by: Arthur M. Haney
Second by: Anita Greenberg
Ayes: Donatelli, Greenberg, Greene, Testino, Haney
Nays: None
Absent: None
Dated: November 17, 2014
OBMUA0122 .RES

OLD BRIDGE MUNICIPAL UTILITIES AUTHORITY

RESOLUTION NO. M-81-14

SEWER DIVISION

RESOLUTION

WHEREAS, Caruso Excavating, Inc. has requested a final quantities change order (Change Order No. 4) to contract #2011-01 in connection with the Summerfield Gravity Sewer Replacement; and

WHEREAS, this change order consists of and results from the following:

- A change in power supply effectuated by JCP&L during the contract period
- The elimination of alarm equipment in the contract due to the Shadyside Pump Station being added to the Sewer Division SCADA System Project
- Addition of steel plates in the retaining wall soldier piles
- Additional need for traffic control
- Additional fencing installed on the retaining wall
- Re-routing of storm drainage piping from the homes along the retaining wall
- Credit for the Authority's service to respond to an emergency at the Shadyside Pump Station; and

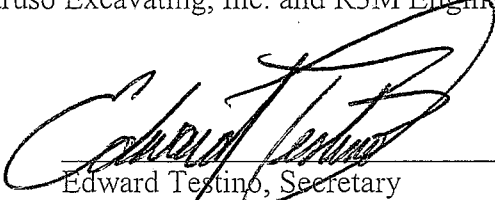
WHEREAS, this Change Order results in a Minus of \$1,507.70 decreasing the amended contract price of \$1,301,290.50 to a new contract amount of \$1,299,782.80; and

WHEREAS, with previously approved Change Orders 1 through 3 the total cost of Change Orders to date represent a 2.8% increase from the original contract amount;

WHEREAS, the Staff Engineer and Consulting Engineer have reviewed the request and reports submitted and have recommended Change Order #4 to Contract #2011-01 in accordance with the staff engineer's report dated November 14, 2014;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the Old Bridge Municipal Utilities Authority ("OBMUA") that Change Order #4 in the amount of \$1,507.70 in connection with the Summerfield Gravity Sewer Replacement (Contract #2011-01) be and the same is hereby approved subject to further approval of the New Jersey Department of Environmental Protection;

BE IT FURTHER RESOLVED that certified true copies of this resolution be forwarded to Guy Donatelli, Executive Director; Michael Roy, P.E., Staff Engineer; Stephen Florek, Comptroller; Caruso Excavating, Inc. and R3M Engineering



Edward Testino, Secretary

Motion by: Richard Greene
Second by: Edward Testino
Ayes: Donatelli, Greenberg, Greene, Testino, Haney
Nays: None
Absent: None
Dated: November 17, 2014
OBMUA0121 .RES