

RESOLUTION 2019- 19

RESOLUTION OF THE PLUMSTED MUNICIPAL UTILITIES AUTHORITY RECOMMENDING TO THE TOWNSHIP OF PLUMSTED THAT THE TOWNSHIP AUTHORIZE THE MUNICIPALITY TO ENTER INTO AN AGREEMENT FOR INSTALLATION OF ELECTRIC DISTRIBUTION FACILITIES WITH JERSEY CENTRAL POWER & LIGHT (JCP&L) AT A COST OF \$14,177.71 FOR A "REFUNDABLE CUSTOMER CONTRIBUTION"

WHEREAS, the Plumsted Municipal Utilities Authority requires the extension of certain electric distribution facilities to its new pump station located at 10 Evergreen Road, Plumsted, New Jersey; and

WHEREAS, the Authority requires a three (3) phase 277/480 service, including a three (3) phase transformer bank on existing pole BT55053PA; and

WHEREAS, the Township of Plumsted has previously designated the Plumsted Municipal Utilities Authority to investigate and develop a proposed sewer collection system and sewer disposal facility; and

WHEREAS, in order to obtain such electric distribution facilities, the Plumsted Municipal Utilities Authority is required to enter into an agreement for the installation of electric distribution facilities with Jersey Central Power & Light Company, utilizing a refundable customer contribution agreement, a copy of which is attached hereto; and

WHEREAS, the Authority does not have sufficient funds to enter into such an agreement and requests funding and authority from the Township of Plumsted to enter into such a contract for the installation of electric distribution facilities including the cost of for same in the amount of \$14,177.71; and

NOW, THEREFORE, BE IT RESOLVED, this 21st day of MAY, 2019, the Plumsted Municipal Utilities Authority hereby recommends to, and requests the Township of Plumsted, to authorize the Plumsted Municipal Utilities Authority to enter into such an agreement as set forth in the attached draft agreement dated April 29, 2019, and to fund the cost thereof;

BE IT FURTHER RESOLVED, that a copy of this Resolution be forwarded to the following:

1. Township of Plumsted;
2. Peter Ylvisaker, Executive Director, PMUA.

CERTIFICATION

I, Peter Ylvisaker, Secretary of the PMUA, do hereby certify that the foregoing Resolution was ~~approved~~ *memorialized* by the PMUA on June 18, 2019.

P. A. YL
PMUA Secretary

**DASTI, MURPHY
McGUCKIN, ULAKY,
KOUTSOURIS & CONNORS**

COUNSELLORS AT LAW
620 WEST LACEY ROAD
P.O. BOX 1057
FORKED RIVER, N.J. 08731



Work Request # 59930200
10 EVERGREEN - PLUMSTEAD MUA
10 EVERGREEN RD
April 29, 2019

PLUMSTEAD MUNICIPAL UTILITY AUTHORITY
Attn To: PETER YLVIKAKER
121 EVERGREEN RD
NEW EGYPT, NJ 08533

Contract Cover Letter

Enclosed please find Jersey Central Power & Light Company's contract forms and attachments as indicated below:

- ☒ Agreement for Installation of Electric Distribution Facilities-PAY NOW
- ☒ Blank W9 Form

NOTE: The Agreement specified above requires signatures* on the last page, with two (2) originals returned to me to the address specified below before I can release the job to the appropriate Line Department to schedule the construction of the facilities.

*For a Corporation, the President or Vice President signs and the Secretary or Treasurer attests (unless otherwise provided for, with an attached Corporate Resolution); for a Partnership (General or Limited), all of the General Partners sign with their signatures witnessed; for a Limited Partnership, the Managing Member signs with that signature witnessed; for a Husband and Wife, both must sign with their signatures witnessed; and for a Single Person or Proprietorship, that person must sign with that signature witnessed.

- ☐ Customer/Applicant Specifications / Proposal Letter
- ☐ Right-of-Way Requirements
- ☒ Required Payment: \$14,177.71

Do not remit payment with this agreement - you will receive a separate invoice, once we receive your signed agreement back and the items checked below.

Any of the following items, if indicated, must also be returned with this form:

- ☐ Right-of-Way documents as specified
- ☒ Signed W9 Form

Also, please note that a minimum Redesign and Processing Charge of \$500.00 (including \$32.16 NJ Sales Tax) will be applicable if you require a redesign of this job. A firm Redesign Charge will be provided based upon the specific changes you request.

Sincerely,


Layout Technician - Senior

Michael J Brownfield

Mailing Address:

55 River Avenue, Route 9
Lakewood, NJ 08701

Phone: (732)370-7273

Fax: 330-777-6465

Email: [AuthorEmail]

Work Request # 59930200
Notification # 342767790
SP Order # 16101935



10 EVERGREEN - PLUMSTEAD MUA

**AGREEMENT FOR INSTALLATION OF
ELECTRIC DISTRIBUTION FACILITIES
Utilizing a "Refundable Customer Contribution"**

THIS AGREEMENT, made on this date, April 29, 2019 by and between Jersey Central Power & Light Company, (hereinafter referred to as "Company"), and PLUMSTEAD MUNICIPAL UTILITY AUTHORITY (hereinafter referred to as "Customer"), with Mailing Address of 121 EVERGREEN RD, NEW EGYPT, NJ, 08533 with a service location of 10 EVERGREEN RD, PLUMSTEAD, OCEAN County; hereinafter collectively referred to as the "Parties".

WITNESSETH:

Whereas, Company's Tariff for Electric Service - NJBPU No. 12 ("Tariff") which is on file with, and approved by the New Jersey Board of Public Utilities ("NJBPU") directs the Company to evaluate customer requests to increase capacity or extend facilities based on the expected return on investment to the Company, taking into account any contribution by the Customer to such costs; and

Whereas, in compliance with the NJBPU Tariff, the Company has evaluated Customer's request to extend facilities and/or increase capacity ("Extension"), and has determined that, considering the cost to accommodate Customer's request and the revenues necessary to be derived therefrom, the Company is agreeable to proceed with the installation of the Extension based upon the terms of this Agreement; and

Whereas, Customer will require, and the Company will provide facilities described as follows: CUSTOMER BUILDING A NEW PUMP STATION AND REQUESTING THREE PHASE 277/480 SERVICE. JCPL TO INSTALL A THREE PHASE TRANSFORMER BANK ON EXISTING POLE BT55053PA. CUSTOMER TO RUN A CUSTOMER OWNED U/G SERVICE ON JCPL SUPPLIED STAND-OFF BRACKETS. ONCE CUSTOMERS WORK IS COMPLETE AND INSPECTED JCPL TO ENERGIZE SERVICE.

Whereas, (if necessary) Company will require, and the Customer will be responsible for supplying and installing facilities as designated by the Company in its "CUSTOMER/APPLICANT SPECIFICATIONS /PROPOSAL LETTER", which becomes an integral part of this Agreement ; and

Whereas, the cost for the Extension is separated into both: (a) non-refundable costs to be paid in advance for Customer requested special service location or installation costs which amounts to \$0.00; and (b) the balance of \$14,177.71, of which \$14,177.71 is subject to refund as described in Article 7 of this Agreement; and

Whereas, in order for the Customer to realize whatever refunds may be made of the Customer's Contribution toward such Extension costs, Company agrees to enter into this Agreement for a period of ten (10) years; and

Whereas, it is understood that nothing in this Agreement is to restrict the selection of an Electric Power Supplier by the Customer;

Whereas, the Company is willing to provide the funding for this Extension on the condition that the Company have the opportunity for a reasonable recovery of such investment during the term of this Agreement; and

Whereas, Customer is agreeable to this Agreement with Company in order to achieve the described Extension;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, and intending to be legally bound hereby, Company and Customer agree as follows:

Article 1 - Incorporation of Preamble: The recitals contained in the Preamble of this Agreement are hereby incorporated into, and form a part of, this Agreement between Company and Customer,

Article 2 - Location: At Customer's sole expense, Company agrees: (a) to use its best efforts to obtain the necessary rights-of-way and consents, and having obtained same, (b) to furnish with reasonable diligence, the necessary labor and materials to construct and complete an Extension to serve Customer's service location ("Premises").

Article 3 - Rate for Electric Service: In order to induce the Company to make the investment required to extend the facilities as Customer has requested and to provide the Company with a reasonable assurance of payback on that investment, Customer agrees to be billed in accordance with the provisions of Company's Tariff for Electric Service with applicable modifying riders and as it may be modified, supplemented or superseded from time to time. Such rates to include Customer Charges, Demand Charges, Minimum Charges and Energy Charges as defined in such rate schedules.

Article 4 - Effective Date: The effective date of this Agreement shall be upon execution by Company and Customer.

Article 5 - Term of Agreement: In order to accommodate Customer's need for the supply of electricity, and in order to provide Company with the opportunity to recover a reasonable return on its capital investment, the term of this Agreement as it relates to the provision and receipt of electric service shall be for a period of ten (10) years, beginning with the date Customer is capable of accepting service at its Service Location; however, in no event shall the date for the initiation of service and billing under the provisions of this Agreement be later than the date the meter is set to begin registration of Customer's electric service usage, nor later than ninety (90) days from the Effective Date of this Agreement. This Agreement shall terminate upon the fulfillment of all terms and conditions specified herein.

Article 6 - Commencement of Service: Commencing with the date Customer is capable of accepting electric service at the Service Location, and the Company is capable of providing such service, the Customer shall take and pay for said electric service from Company.

Article 7 - Conditions of Refund: Customer shall be eligible for refunding of the \$14,177.71 advanced for a period not to exceed ten (10) years and not in excess of the refundable deposit amount. At the end of the first year, the Company will refund from the refundable deposit an amount equal to ten times the total distribution revenues billed during that period. At the end of each subsequent year, for an additional nine years, a refund will be equal to ten times any incremental revenues per the JCP&L's Tariff, the sum of which shall not exceed the amount subject to refund. When the service is for multiple accounts, the distribution revenues from all such accounts will be used to determine annual refunds. It is recommended that the Applicant contact the Company at the end of each 12-month period, to determine eligibility for a refund. All refundable deposits shall be non-interest bearing.

Article 8 - Right of Way: (This section is not applicable)

Article 9 - Entire Agreement: The provisions of this Agreement and its Attachments shall constitute the entire integrated agreement of the Parties. No prior or contemporaneous communications shall be relevant or admissible for purposes of determining the meaning or extent of any provisions herein in any litigation or other proceeding regarding same.

Article 10 - Agreement Modifications: No changes, additions, modifications or amendments of this Agreement shall be effective unless they are set out in writing and signed by the Parties hereto.

Article 11 - Further Documents: The Parties shall execute such other documents as may be reasonably necessary to effectuate the terms and conditions of this Agreement.

Article 12 - Miscellaneous: Except as otherwise modified by this Agreement or by the Tariff, Customer shall be subject to the terms and conditions of Customer's Service Classification.

Article 13 - Successors and Assigns: This Agreement shall be binding upon Customer and Company, their heirs, administrators, executors, successors and assigns, as the case may be; PROVIDED HOWEVER, Customer may not assign this Agreement to any entity other than Customer's lenders, affiliates and partners, except upon Customer first giving Company written request for such assignment by registered mail, return receipt requested, and upon prior written approval of the assignment by the Company.

Article 14 - Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Article 15 - Approvals: This Agreement is subject to Company's receipt of necessary regulatory approvals or authorizations, if any.

Article 16 - Unanticipated Conditions: If upon commencing installation of the line extension, the Company encounters unanticipated conditions such as environmental concerns, digging in conditions that require equipment other than a backhoe, or other obstacles that do not allow standard design methods of construction to be employed, then the costs that were developed for this agreements, which were based upon standard design, shall be deemed null and void. The Company will redesign the job based upon actual field conditions, and present the Customer with modified costs and/or methods of installation which will constitute an addendum to this contract.

Article 17 - Additional Item: NONE

Article 18 - The Company agrees to provide electric power for safe, adequate and proper service based upon load information that the Customer or the Customer's representative has submitted to the Company. Based upon that information, the Company has determined that the total diversified load to be served shall be 27.8 KW.

Prior to making any future material increase or decrease in connected load, demand, or other conditions of use of service or change of purpose, arrangement, or characteristic of electrical equipment, the Customer agrees to notify the Company of such intention so that the Company may determine if any changes in its distribution facilities will be required in order to maintain safe, adequate and proper service to the Customer under the changed proposed conditions. Failure of the Customer to provide prior notice to the Company of such change shall render the Customer responsible and liable for any damage to the Company's facilities and injury to its employees caused by the changed conditions. In addition, any undisclosed Customer load increase may result in an interruption of electric service during peak conditions

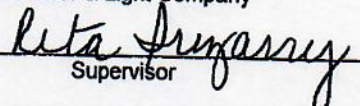
Article 19 - Service Installation Requirements: All service installation work to be performed by the Customer is to be done in accordance with the most current edition of the Company's "Information and Guidance for Customer Electric Service" (Form 115) manual and any changes, revisions or amendments thereto.

IN WITNESS WHEREOF, Customer and Company have caused this Agreement to be executed, in duplicate, within thirty (30) days from the day and year specified at the beginning of this Agreement. Such execution becomes valid only if this Agreement has been signed by the Parties and returned to the Company within that thirty (30) day period.

Customer and Company have caused this Agreement to be executed, in duplicate, the day and year first above written.

Witness/Attest: 

Jersey Central Power & Light Company

Signed by: 
Supervisor

CUSTOMER: PLUMSTEAD MUNICIPAL UTILITY
AUTHORITY

Witness/Attest: _____

Signed by: _____

Print Name: _____

Printed Name / Title: _____

Title: _____