

Lower Township MUA

2900 Bayshore Road • Villas, New Jersey 08251

Telephone (609) 886-7146 • Fax (609) 886-4487

www.LTMUA.org



July 2, 2025

AGENDA

- Call to Order
- Determination of Quorum
- Sunshine Law
- Pledge of Allegiance and Moment of Silence
- Comments or Questions from the Public on Agenda Items

CONSENT AGENDA

1. Approval of Minutes: June 4, 2025 Regular Minutes
2. Approval of Minutes: June 25, 2025 Special Meeting Minutes
3. Approval of Bills
- a. **Resolution No. 87-2025 \$49,944.49** Operating Account (Authorizes payment of operating expensed up to \$50,000)
- b. **Resolution No. 88-2025 \$259,204.47** Excess operating account (Authorizes payment of operating expenses in excess of \$50,000)
4. **Resolution No. 89-2025** Authorizing Transfer from the Sturdy Capital Improvement Fund Account to Sturdy Operating Account. For Payment of **Sewer** Capital items in the amount of **\$22,946.82**
5. **Resolution No. 90-2025** Authorizing Transfer from the Sturdy Capital Improvement Fund Account to Sturdy Operating Account. For Payment of **Water** Capital items in the amount of **\$66,241.62**
6. **Resolution No. 91-2025** Customer Change Resolution Approving Reductions to Accounts

REGULAR AGENDA

7. **Resolution No. 92-2025** Supplemental Resolution Authorizing the Issuance of Not to Exceed \$7,300,000 Principal Amount of Revenue Bonds (Junior Lien) of the Township of Lower Municipal Utilities Authority
8. **Resolution No. 93-2025**— Supplemental Resolution Authorizing the Issuance of Not to Exceed \$7,300,000 Aggregate Principal Amount of a Project Note of the Township of Lower Municipal Utilities Authority
9. **Resolution No. 94-2025**— Resolution of the Township of Lower Municipal Utilities Authority, Determining the Form and Other Details of its "Note Relating to the Water Bank Financing Program of the New Jersey Infrastructure Bank", to be Issued in the Principal Amount of up to \$7,300,000, and Providing for the Issuance and Sale of Such Note to the New Jersey Infrastructure Bank, and Authorizing the Execution and Delivery of Such Note by the Township of Lower Municipal Utilities Authority in Favor of the New Jersey Infrastructure Bank, All Pursuant to the Water Bank Construction Financing Program of the New Jersey Infrastructure Bank
10. **Residential Sewer Application** – 806 Shunpike Road (Small-Diameter Force Main)

Lower Township MUA

2900 Bayshore Road • Villas, New Jersey 08251

Telephone (609) 886-7146 • Fax (609) 886-4487

www.LTMUA.org



11. **Resolution XX-2025 – Terminating Polistina & Associates Engineering Contract for an Iron Removal Treatment Plant**
12. **Resolution XX-2025- Authorizing the Advertisement of Bid for Repairs to the Diamond Beach PS Force Main**
13. **Headworks and Pump Station Upgrade Project**
14. **Administrative Reports**
 - Solicitor
 - Engineer
 - Financial Report
 - Executive Director
15. **Call to the Public**
16. **Board Comments**

**LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION NO. 87-2025**

OPERATING ACCOUNT REQUISITION

BE IT RESOLVED, by the LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY, that in accordance with SECTION 605 of the GENERAL BOND RESOLUTION, the sum of \$49,944.49 and hereby is for the purpose of reimbursing the REVOLVING FUND for OPERATING EXPENSES for the payment scheduled. These payments include those not represented by an asterisk on the attached check list.

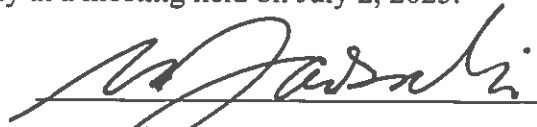
BE IT FURTHER RESOLVED, that the LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY hereby certifies that each of the attached payments are necessary for the operation, maintenance or repair of the system or else was for a refund of revenue and that vendors comply with P.L. 2004, c.57.

The LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY hereby certifies that this requisition is in accordance with Section 605 and Section 606 of the GENERAL BOND RESOLUTION; that obligations in the stated amounts have been incurred by the Authority and that each item thereof was properly incurred in operating, maintaining or repairing the system and has not been paid; that there has not been filed with or served upon the Authority notice any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the monies payable under such requisition to any of the persons, firms or corporations named in such requisition, or if any such lien, attachment or claim has been filed or served upon the Authority, that such lien, attachment or claim has been released or discharged and such payments are for Operating Expenses and that the total amount thereof will not be in excess of the unencumbered balance of the Annual Budget.

RESOLUTION NO. 87-2025

		HENDERSON	RIDGWAY	BITTING	RECHNER	STEERE
MOTION				X		
SECOND					X	
AYES		X	X	X	X	X
NAY						
ABSENT						
ABSTAIN						

I hereby certify that the foregoing is a true and exact copy of a resolution introduced and adopted by the Lower Township Municipal Utilities Authority at a meeting held on July 2, 2025.


Melissa Jasinski, Board Secretary

**LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION NO. 88-2025**

**REQUISITIONING REIMBURSEMENT OF OPERATING EXPENSES
IN EXCESS OF \$50,000.00**

WHEREAS, Section 605 of the General Bond Resolution provided for Operating Expenses in the amount of \$50,000.00 and;

WHEREAS, the Authority has bills totaling in excess of \$50,000.00 to be paid, and the Authority wishes to authorize the payment of these bills at this time, contingent upon the receipt of the reimbursement of Operating Expenses requested by the Resolution previously adopted at this meeting.

NOW, THEREFORE, BE IT RESOLVED, by the LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY that in accordance with Section 605 of the General Bond Resolution, the sum of **\$259,204.47** is hereby requisitioned from TD Bank, the Trustee, for the payments scheduled and attached.

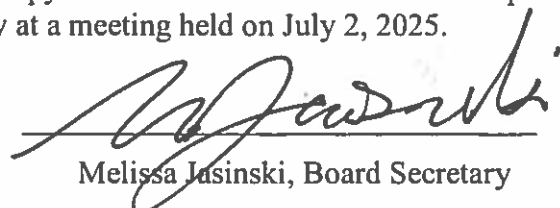
BE IT FURTHER RESOLVED, that the LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY hereby certifies that each of the attached payments are necessary for the operation, maintenance, or repair of the System applicable or else was for a refund of revenue and that vendors comply with P.L. 2004, c.57.

The LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY hereby certifies that this requisition is in accordance with Section 605 and Section 606 of the General Bond Resolution.

RESOLUTION NO. 88-2025

	HENDERSON	RIDGWAY	BITTING	RECHNER	STEERE
MOTION			X		
SECOND				X	
AYES	X	X	X	X	X
NAY					
ABSENT					
ABSTAIN					

I hereby certify that the foregoing is a true and exact copy of a resolution introduced and adopted by the Lower Township Municipal Utilities Authority at a meeting held on July 2, 2025.


Melissa Jasinski, Board Secretary

**LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION NO. 89-2025**

**AUTHORIZING TRANSFER FROM STURDY SAVINGS CAPITAL IMPROVEMENT
FUND ACCOUNT TO STURDY SAVINGS OPERATING ACCOUNT FOR PAYMENT**

BE IT RESOLVED, by the Lower Township Municipal Utilities Authority that authorization is hereby given to transfer funds from the Sturdy Capital Improvement Fund account to Sturdy Operating account to pay the following Sewer Capital Improvement items:


CAPITAL SEWER ITEMS

ComTec Systems Phone System- ComTec Cloud Services, LLC	\$4,498.82
Bio Filter for Route 9 Pump Station- Biorem- Bio Filter for Route 9 Pump Station	\$11,973.00
Emergency Force Main Repair- A & C Septic Service, LLC	\$6,475.00
Total	\$22,946.82

RESOLUTION NO. 89-2025

		HENDERSON	RIDGWAY	BITTING	RECHNER	STEERE
MOTION				X		
SECOND					X	
AYES		X	X	X	X	X
NAY						
ABSENT						
ABSTAIN						

I hereby certify that the foregoing is a true and exact copy of a resolution introduced and adopted by the Lower Township Municipal Utilities Authority at a meeting held on July 2, 2025.


Melissa Jasinski, Board Secretary

**LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION NO. 90-2025**

**AUTHORIZING TRANSFER FROM STURDY SAVINGS CAPITAL IMPROVEMENT
FUND ACCOUNT TO STURDY SAVINGS OPERATING ACCOUNT FOR PAYMENT**

BE IT RESOLVED, by the Lower Township Municipal Utilities Authority that authorization is hereby given to transfer funds from the Sturdy Capital Improvement Fund account to Sturdy Operating account to pay the following **Water** Capital Improvement items:

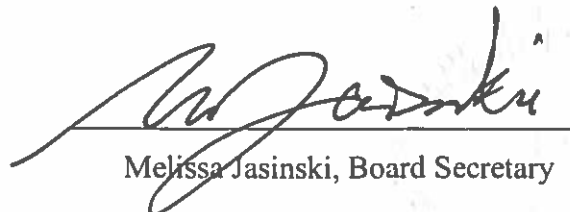
CAPITAL WATER ITEMS

NCM Water Main Replacement Project- DeBlasio & Associates- Engineering	\$3,395.41
Holmes, Gorham, Scott, Whildam- DeBlasio & Associates- Engineering	\$7,978.75
ComTec Systems Phone System	\$4,498.82
Meters & Transponders for Stock- Core & Main	\$43,368.64
Meter, MXU, & Install Project- Core & Main	\$7,000.00
Total	\$66,241.62

RESOLUTION NO. 90-2025

	HENDERSON	RIDGWAY	BITTING	RECHNER	STEERE
MOTION			X		
SECOND				X	
AYES	X	X	X	X	X
NAY					
ABSENT					
ABSTAIN					

I hereby certify that the foregoing is a true and exact copy of a resolution introduced and adopted by the Lower Township Municipal Utilities Authority at a meeting held on July 2, 2025.


Melissa Jasinski, Board Secretary

Lower Township MUA

2900 Bayshore Road • Villas, New Jersey 08251

Telephone (609) 886-7146 • Fax (609) 886-4487

www.LTMUA.org



BILL LIST CERTIFICATION

We, the Members of the Lower Township Municipal Utilities Authority hereby certify that we have each reviewed the Bill List presented for payment on July 2, 2025.

Jacqueline Henderson

Jacqueline U. Henderson

James P. Ridgway

JP Ridgway

Harrison A. Bitting

Harrison A. Bitting

Karen Rechner

Karen Rechner

Bryan Steere

BDS

PREPAY AND EFT ITEMS: July 2, 2025 Meeting

Medical Active Employees	\$57,442.08	EFT
Medical Retired Employees	\$20,662.22	EFT
Delta Dental	\$2,453.38	EFT
Enterprise	\$3,828.65	EFT
GoDaddy.com, Inc	\$1,000.00	EFT
Google Workspace	\$310.48	EFT
EZPass Account Funds	\$200.00	EFT
NJ DEP Payment	\$23,316.94	EFT
UPS Delivery Charges	\$116.63	EFT
NJ DEP Permit- Air Quality Permit	\$885.00	EFT
Atlantic City Electric	\$38,225.18	ck# 47816
Complete Control Services- Ignition Basic Care Plan	\$5,342.10	ck# 47818
Total of the Pre Pay Items	\$153,782.66	
CAPITAL SEWER ITEMS		
ComTec Systems Phone System- ComTec Cloud Services, LLC	\$4,498.82	
Bio Filter for Route 9 Pump Station- Biorem- Bio Filter for Route 9 Pump Station	\$11,973.00	
Emergency Force Main Repair- A & C Septic Service, LLC	\$6,475.00	
Total	\$22,946.82	
CAPITAL WATER ITEMS		
NCM Water Main Replacement Project- DeBlasio & Associates- Engineering	\$3,395.41	
Holmes, Gorham, Scott, Whildam- DeBlasio & Associates- Engineering	\$7,978.75	
ComTec Systems Phone System	\$4,498.82	
Meters & Transponders for Stock- Core & Main	\$43,368.64	
Meter, MXU, & Install Project- Core & Main	\$7,000.00	
Total	\$66,241.62	
Total of the Bill List	\$244,554.74	
NAPA Auto Parts Co. - June 2025 Purchases	\$3,002.21	
JSH International, LLC	\$8,250.00	
Telesystem- Phone Accounts	\$2,722.11	
Polydyne, Inc.- Polymer Clarifloc	\$10,626.00	
Shannon Chemical Corporation- Blended Poly-Orthophosphate	\$11,169.60	
HD Facilities Maintenance, LTD- LMI Pumps, RACO Verbatim Autodialer	\$9,656.00	
Sherwood Logan & Associates- Pump Heads for Wells	\$2,616.00	
Nehmad, Davis, & Goldstein- Legal Services	\$1,902.57	
OPERATING ACCOUNT	\$49,944.49	
EXCESS OPERATION ACCOUNT	\$259,204.47	
Total of Bill List and Pre Paid	\$398,337.40	
Total of all Resolutions	\$398,337.40	

July 2025 Bill List Capital Expenses

	A	B	C	D	E	F
1	Account	Description	PO #	Vendor Name	Item Description	Amount
2	05-60-100-801	NCM Water Main Replacement Project	25-00496	DeBlasio & Associates	Engineering	\$3,395.41
3	05-60-200-400	Holmes, Gorham, Scott, Whildam	25-00497	DeBlasio & Associates	Engineering	\$7,978.75
4	05-55-202-100	ComTec Systems Phone System	25-00263	ComTec Cloud Services, LLC	Phone System	\$4,498.82
5	05-60-200-107	ComTec Systems Phone System	25-00263	ComTec Cloud Services, LLC	Phone System	\$4,498.82
6	05-60-570-412	Meters & Transponders for Stock	25-00385	Core & Main	Meters & Transponders for Stock	\$43,368.64
7	05-60-200-401	Meter, MXU & Install Project	25-00708	Core & Main	Meter, MXU & Install Project	\$7,000.00
8	05-55-100-204	Bio Filter for Route 9 Pump Station	25-00006	Biorem	Bio Filter for Route 9 Pump Station	\$11,973.00
9	05-55-400-105	Emergency Force Main Repair	25-00465	A & C Septic Service, LLC	Misc. Collection System Improvements	\$6,475.00

June 30, 2025
08:38 AM

LOWER TOWNSHIP MUA
Bill List By Vendor Id

Page No: 1

P.O. Type: All
Range: First to Last
Format: Condensed
Vendors: All
Rcvd Batch Id Range: First to Last
Include Non-Budgeted: Y
Prior Year Only: N
Open: N Paid: N Void: N
Rcvd: Y Held: Y Aprv: N
Bid: Y State: Y Other: Y Exempt: Y

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
ANC02	ANCO HOME CENTER CORP								
		25-00466	06/23/25	April & May 2025 Purchases	Open	2,591.32	0.00		
ARM01	ARMBRUSTER, CATHRYN								
		25-00511	06/28/25	Reimbursement Medicare Part B	Open	740.00	0.00		
BIO03	BIOREM								
		25-00006	12/17/24	Bio Filter for Rte. 9 PS	Open	11,973.00	0.00		
BLANK01	STEPHEN R. BLANKENSHIP								
		25-00479	06/24/25	Reimbursement	Open	2,074.47	0.00		
		25-00485	06/24/25	Reimbursement	Open	<u>2,075.62</u>	0.00		
						4,150.09			
BUR03	BURKHARDT WELDING INC								
		25-00477	06/24/25	Truck 9 Repair	Open	2,375.00	0.00		
CIN01	CINTAS CORPORATION								
		25-00486	06/25/25	First Aid Supplies	Open	119.58	0.00		
CMC02	CMC FLEET MAINTENANCE								
		25-00469	06/23/25	May 2025 Fuel Usage	Open	4,679.84	0.00		
CNM01	CORE & MAIN LP								
		24-00708	10/10/24	Meter, MXU and Install Project	Open	7,000.00	0.00		
		25-00237	03/24/25	Meter Setters	Open	3,990.00	0.00		
		25-00385	05/08/25	Meters & Transponders	Open	43,368.64	0.00		
		25-00422	05/23/25	Saddles & MJ Sleeves	Open	5,245.00	0.00		
		25-00459	06/06/25	20 x 30 Pits & Lids	Open	2,892.00	0.00		
		25-00487	06/25/25	Sensus Command Link 200	Open	<u>940.00</u>	0.00		
						63,435.64			
COM06	COMCAST								
		25-00473	06/23/25	Internet & Cable	Open	747.47	0.00		
COM08	COMTEC CLOUD SERVICES, LLC								
		25-00263	03/25/25	ComTec Systems Phone System	Open	8,997.64	0.00		
		25-00488	06/25/25	POTS Replacement- Ooma AirDial	Open	890.00	0.00		
		25-00489	06/25/25	Monthly Phone Charges	Open	<u>180.99</u>	0.00		
						10,068.63			
DEB02	DEBLASIO & ASSOCIATES								
		25-00496	06/26/25	NCM Water Main Replacement	Open	3,395.41	0.00	C2023002	C
		25-00497	06/26/25	Holmes, Gorham, Scott,Whildam	Open	<u>7,978.75</u>	0.00	C2025001	C
						11,374.16			

June 30, 2025
08:38 AM

LOWER TOWNSHIP MUA
Bill List By Vendor Id

Page No: 2

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
DEM01	DEMARCONIO, CARL M	25-00507	06/28/25	Reimbursement of Medicare Pt B	Open	1,110.00	0.00		
DRB01	DRBA	25-00495	06/26/25	Lease Agreement	Open	548.92	0.00		
EMI01	OBERKOFER, EMILY	25-00509	06/28/25	Reimbursement Medicare Part B	Open	555.00	0.00		
ENV02	ENVIROSIGHT, LLC	25-00009	12/27/24	Video Truck Camera Repair	Open	1,391.40	0.00		
EVE01	EVERON, LLC	25-00471	06/23/25	Service Call	Open	468.00	0.00		
HOP01	HOPP, JOHN	25-00510	06/28/25	Reimbursement of Medicare Pt B	Open	1,110.00	0.00		
JOH01	CHEW, JOHN	25-00508	06/28/25	Reimbursement of Medicare Pt B	Open	1,110.00	0.00		
JSH01	JSH INTERNATIONAL, LLC	25-00413	05/21/25	BAE	Open	8,250.00	0.00		
LOW01	LOWE'S	25-00513	06/28/25	In-Store Purchases	Open	652.43	0.00		
LSS01	TELESYSTEM	25-00491	06/25/25	Phone Accounts	Open	2,722.11	0.00		
MGL01	MGL PRINTING SOLUTIONS LLC	25-00460	06/11/25	Absentee Slips	Open	264.50	0.00		
MIN01	CAPE MINING AND RECYCLING LLC	25-00472	06/23/25	Sandy Fill & Asphalt	Open	484.43	0.00		
MLF01	THE MORRIS LAW FIRM	25-00502	06/27/25	Legal Services	Open	2,555.00	0.00		
MUA04	CMCMUA -GRIT & RAGS	25-00501	06/27/25	Grit & Rags Disposal	Open	760.07	0.00		
MUA06	CMCMUA - SLUDGE PROCESSING	25-00470	06/23/25	May 2025 Sludge Processing	Open	55,524.80	0.00		
NDG01	NEHMAD, DAVIS & GOLDSTEIN	25-00512	06/28/25	Legal Services 05/01-05/31/25	Open	1,902.57	0.00		
NVA01	NATIONAL VISION ADMINISTRATORS	25-00468	06/23/25	Group Vision Coverage	Open	256.15	0.00		
ONE03	ONE CALL CONCEPTS INC	25-00480	06/24/25	Markouts - May 2025	Open	783.30	0.00		

June 30, 2025
08:38 AM

LOWER TOWNSHIP MUA
Bill List By Vendor Id

Page No: 3

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
ONE03	ONE CALL CONCEPTS INC				Continued				
	25-00481	06/24/25	Del Haven Markouts - May	Open		<u>41.80</u>	0.00		
						825.10			
PAR01	PARAMOUNT CHEMICAL CO. INC								
	25-00464	06/18/25	Paper Products	Open		177.44	0.00		
PEI01	PEIRCE-EAGLE EQUIPMENT								
	25-00416	05/22/25	Parts for Truck 9	Open		2,460.96	0.00		
	25-00426	05/23/25	Seal 8 Inch Boom Stuffing Box	Open		<u>104.05</u>	0.00		
						2,565.01			
PIE01	PG & S PAYROLL SERVICES,LLC								
	25-00492	06/25/25	Payroll Services	Open		528.25	0.00		
PIE06	STEVEN PIERCE								
	25-00474	06/23/25	Reimbursement	Open		1,083.09	0.00		
POL03	POLYDYNE INC.								
	25-00476	06/24/25	Polymer Clarifloc C-9545	Open		3,542.00	0.00		
	25-00493	06/25/25	Polymer Clarifloc	Open		<u>7,084.00</u>	0.00		
						10,626.00			
RHT01	ROMANO, HEARING, TESTA & KNORR								
	25-00475	06/24/25	Accounting Assistance Services	Open		8,317.50	0.00		
SBS01	STEWART BUSINESS SYSTEMS, LLC								
	25-00490	06/25/25	Printer Maintenance & Toner	Open		442.04	0.00		
SEA01	SEA GEAR MARINE SUPPLY INC								
	25-00504	06/28/25	Pacer Drum Pump Tube	Open		332.80	0.00		
SEA07	SEAGEAR OUTFITTERS								
	25-00505	06/28/25	Flax Packing	Open		17.34	0.00		
SEC02	SECLUDED ACRES FARM								
	25-00463	06/18/25	Shrubbery & Roses	Open		593.82	0.00		
SHA06	SHANNON CHEMICAL CORPORATION								
	25-00478	06/24/25	Blended Poly-Orthophosphate	Open		11,169.60	0.00		
SHE02	SHERWOOD LOGAN & ASSOCIATES								
	25-00483	06/24/25	Pump Heads for Wells	Open		2,616.00	0.00		
SME01	SMELTZER & SONS, INC.								
	25-00506	06/28/25	River Rock for Plant	Open		682.43	0.00		
USA01	HD FACILITIES MAINTENANCE, LTD								
	25-00437	05/27/25	LMI Pumps	Open		3,891.30	0.00		
	25-00500	06/27/25	RACO Verbatim Autodialer	Open		<u>5,764.70</u>	0.00		
						9,656.00			

June 30, 2025
08:38 AM

LOWER TOWNSHIP MUA
Bill List By Vendor Id

Page No: 4

Vendor #	Name						
PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
VIL03		NAPA AUTO PARTS CO.					
25-00503	06/27/25	June 2025 Purchases	Open	3,002.21	0.00		
Total Purchase Orders:		57	Total P.O. Line Items:	0	Total List Amount:	244,554.74	Total Void Amount: 0.00

June 30, 2025
08:38 AM

LOWER TOWNSHIP MUA
Bill List By Vendor Id

Page No: 5

Totals by Year-Fund						
Fund Description	Fund	Expend Rcvd	Expend Held	Expend Total	Revenue Total	G/L Total
						Total
SEWER & WATER FUN	S-05	205,209.94	0.00	205,209.94	0.00	0.00
						205,209.94
	X-05	39,344.80	0.00	39,344.80	0.00	0.00
						39,344.80
Total Of All Funds:		244,554.74	0.00	244,554.74	0.00	0.00
						244,554.74

June 30, 2025
08:38 AM

LOWER TOWNSHIP MUA
Bill List By Vendor Id

Page No: 6

Totals by Fund								
Fund Description	Fund	Expend Rcvd	Expend Held	Expend Total	Revenue Total	G/L Total	Total	
SEWER & WATER FUN 05		244,554.74	0.00	244,554.74	0.00	0.00	244,554.74	
Total of All Funds:		<u>244,554.74</u>	<u>0.00</u>	<u>244,554.74</u>	<u>0.00</u>	<u>0.00</u>	<u>244,554.74</u>	

June 30, 2025
08:38 AM

LOWER TOWNSHIP MUA
Breakdown of Expenditure Account Current/Prior Received/Prior Open

Page No: 7

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
SEWER & WATER FUND	5-05	205,209.94	0.00	0.00	0.00	205,209.94
	X-05	39,344.80	0.00	0.00	0.00	39,344.80
Total of All Funds:		<u>244,554.74</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>244,554.74</u>

**LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION NO. 91-2025**

CUSTOMER CHANGE

BE IT RESOLVED, by the Lower Township Municipal Utilities Authority that the Board Secretary, Melissa Jasinski, be and hereby is authorized to make the following changes and draw checks to refund overpayments if applicable.

Water

<u>Account</u>	<u>Address</u>	<u>Period</u>	<u>Reduction Amt</u>	<u>Billing Adjustment Explanation</u>
11655-0	416 Chatam Drive	2025/1	\$25.90	Previous Read Incorrect
867-0	221 E Delaware Parkway	2025/1	\$22.20	Meter Read Incorrect
15281-0	17 S 6th Street	2025/1	\$403.30	Leak Forgiveness
714-0	203 E Hudson Avenue	2025/1	\$169.83	Meter Read Incorrect
6829-0	27 Cormorant Way	2025/1	\$142.82	Meter Read Incorrect
5543-0	3602 Bayshore Road	2025/1	\$982.55	Leak Forgiveness
7937-0	111 Brookdale Road	2025/1	\$1,236.92	Leak Forgiveness
<u>TOTAL</u>			\$2,983.52	

Sewer

<u>Account</u>	<u>Address</u>	<u>Period</u>	<u>Reduction Amt</u>	<u>Billing Adjustment Explanation</u>
13800-0	209 Fishing Creek Road	2024/3-2025/4	\$488.00	Connection waiver- Account dormant
<u>TOTAL</u>			\$488.00	

Connections

<u>Account</u>	<u>Address</u>	<u>Period</u>	<u>Reduction Amt</u>	<u>Billing Adjustment Explanation</u>
14022-0	887 Linden Street	2024-2028	\$1,600.00	Vacant Ground- No Service
13800-0	209 Fishing Creek Road	2023-2027	\$1,600.00	Connection waiver- Account dormant
<u>TOTAL</u>			\$3,200.00	

Interest Waived:

Water: \$11.87
Sewer: \$63.09
Connections: \$3,384.00

RESOLUTION NO. 91-2025

	HENDERSON	RIDGWAY	BITTING	RECHNER	STEERE
MOTION			X		
SECOND				X	
AYES	X	X	X	X	X
NAY					
ABSENT					
ABSTAIN					

I hereby certify that the foregoing is a true and exact copy of a resolution introduced and adopted by the Lower Township Municipal Utilities Authority at a meeting held on July 2, 2025.


Melissa Jasinski, Board Secretary

RESOLUTION NO. 92-2025

SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$7,300,000 PRINCIPAL AMOUNT OF REVENUE BONDS (JUNIOR LIEN) OF THE TOWNSHIP OF LOWER MUNICIPAL UTILITIES AUTHORITY

WHEREAS, The Township of Lower Municipal Utilities Authority (the "Authority"), was duly created by ordinance of the Township of Lower, New Jersey (the "Township"), duly adopted July 24, 1968, as a public body corporate and politic of the State of New Jersey and has been reorganized and is existing under the Municipal and County Utilities Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1957 of the State of New Jersey and the acts amendatory thereof and supplemental thereto (the "Act"); and

WHEREAS, the Act provides that the Authority shall have the power to borrow money and issue its bonds and other obligations and to provide for the rights of the holders of its bonds and other obligations, as provided in the Act, for the purpose of financing the cost of various projects; and

WHEREAS, on February 3, 2010, the Authority adopted a resolution entitled, "Resolution Authorizing the Issuance of Revenue Bonds (Junior Lien) of The Township of Lower Municipal Utilities Authority", as amended and supplemented (the "Junior Lien General Bond Resolution"), authorizing the issuance of junior lien revenue bonds secured by a pledge of the Revenues (as defined in the Junior Lien General Bond Resolution) and other funds available pursuant to the Junior Lien General Bond Resolution, but at all times subordinate to bonds outstanding under the Authority's general bond resolution adopted December 4, 1972 (the "Senior General Bond Resolution"); and

WHEREAS, the Authority has determined to undertake a project within the service area of the Authority (as more particularly described in Exhibit A attached hereto) (the "Project") and fund the costs associated with financing such project; and

WHEREAS, the Authority has determined to finance the Project with the proceeds of a loan from the New Jersey Infrastructure Bank (the "NJIB") and the State of New Jersey Department of Environmental Protection (the "State" and together with the NJIB, the "NJIB"), to fund all or a portion of the cost of the Project (the "NJIB Funds") and to secure such funding, the Authority shall issue a bond to each of the NJIB and State, respectively, in an amount not to exceed the aggregate amount of the NJIB loan and approve the terms of all financing documents in connection therewith; and

WHEREAS, pursuant to Section 501(a) of the Junior Lien General Bond Resolution, the Authority is authorized to issue junior lien bonds for the purpose of raising funds to pay the costs of construction of any Project (as defined in the Junior Lien General Bond Resolution), including the Project (as defined herein); and

WHEREAS, the Authority, in accordance with the provisions of the Junior Lien General Bond Resolution, desires to authorize the issuance and delivery of such junior lien bonds in a principal amount not to exceed \$7,300,000 to be designated "Revenue Bonds (Junior Lien), Series 20__" (the "NJIB Bonds"), with such series designation to reflect the year of issuance of such NJIB

Bonds, for the purpose of (i) funding the Project, and (ii) paying costs and expenses associated with the authorization, sale and issuance of the NJIB Bonds (collectively, the "2025 Project"); and

WHEREAS, the Authority wishes to provide terms and conditions with respect to the NJIB Bonds in addition to those which have been previously established under and pursuant to the Junior Lien General Bond Resolution and delegate the sale of such NJIB Bonds to the Executive Director of the Authority.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE TOWNSHIP OF LOWER MUNICIPAL UTILITIES AUTHORITY, as follows:

ARTICLE I

Definitions and Interpretations

Section 101. **Short Title**. This resolution may hereinafter be cited by the Authority and is hereinafter sometimes referred to as the "Supplemental Resolution".

Section 102. **Authorization for Supplemental Resolution**. This Supplemental Resolution is authorized by and adopted pursuant to the provisions of Section 501 of the Junior Lien General Bond Resolution.

Section 103. **Terms Defined in Junior Lien General Bond Resolution**. Terms which are used as defined terms herein shall, unless specifically defined herein or unless the context clearly requires otherwise, have the meanings assigned to such terms in Section 102 of the Junior Lien General Bond Resolution.

Section 104. **Other Definitions**. As used or referred to, and unless the context clearly indicates a different meaning or use, in this Supplemental Resolution:

"Act" shall have the meaning given to such term in the recitals hereto.

"Authority" shall have the meaning given to such term in the recitals hereto.

"Authority Consultants" shall be as defined in section 302(3) of this Supplemental Resolution.

"Bank" shall be as defined in section 306 of this Supplemental Resolution.

"Consultants" shall be as defined in section 302(3) of this Supplemental Resolution.

"Junior Lien General Bond Resolution" shall have the meaning given to such term in the recitals hereto.

"NJL Bank" shall have the meaning given to such term in the recitals hereto.

"NJIB" shall have the meaning given to such term in the recitals hereto.

"NJIB Bonds" shall have the meaning given to such term in the recitals hereto.

"NJIB Funds" shall have the meaning given to such term in the recitals hereto.

"Paying Agent" shall be as defined in section 306 of this Supplemental Resolution.

"Program Consultants" shall be as defined in section 302(3) of this Supplemental Resolution.

"Registrar" shall be as defined in section 306 of this Supplemental Resolution.

"Resolution" shall mean, together, the Junior Lien General Bond Resolution and this Supplemental Resolution.

"State" shall have the meaning given to such term in the recitals hereto.

"Senior General Bond Resolution" shall have the meaning given to such term in the recitals hereto.

"Township" shall have the meaning given to such term in the recitals hereto.

"Trustee" shall be as defined in section 306 of this Supplemental Resolution.

"2025 Project" shall have the meaning given to such term in the recitals hereto.

Section 105. **Incorporation of Junior Lien General Bond Resolution.** This Supplemental Resolution supplements and amends the Junior Lien General Bond Resolution. The Junior Lien General Bond Resolution is incorporated herein by reference thereto.

(End of Article I)

ARTICLE II

Determination By and Obligations of the Authority

Section 201. **Authority for Supplemental Resolution.** This Supplemental Resolution is adopted pursuant to the Act and the Junior Lien General Bond Resolution and the Authority has ascertained and hereby determines that each and every act, matter, thing or course of conduct as to which provision is made in this Supplemental Resolution is appropriate in order to carry out and effectuate the purposes of the Authority in accordance with the Act and the Junior Lien General Bond Resolution to further secure the payment of the principal or redemption price of and interest on the NJIB Bonds.

Section 202. **NJIB Bonds to Constitute Additional Bonds.** The NJIB Bonds shall constitute "Additional Bonds" as such term is defined in the Junior Lien General Bond Resolution and shall be authorized and issued pursuant to Section 501 of the Junior Lien General Bond Resolution.

Section 203. **Resolution to Constitute Contract.** In consideration of the purchase and acceptance of the NJIB Bonds by those who shall hold the same from time to time, the provisions of the Resolution shall be deemed to be and shall constitute a contract between the Authority, the Trustee and the holders from time to time of the NJIB Bonds; the pledge made in the Resolution and the covenants and agreements herein set forth to be performed by or on behalf of the Authority shall be for the equal benefit, protection and security of the holders of any and all of the Junior Lien Bonds, including the NJIB Bonds all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any of the Junior Lien Bonds over any other thereof except as expressly provided in or pursuant to the Resolution.

(End of Article II)

ARTICLE III

Authorization, Purpose, Execution, Issuance and Sale of NJIB Bonds

Section 301. Amount, Title and Purpose of NJIB Bonds. Not to exceed \$7,300,000 principal amount of NJIB Bonds are hereby authorized to be issued and sold by the Authority in accordance with the provisions of the Junior Lien General Bond Resolution and this Supplemental Resolution. Such NJIB Bonds shall be designated "Revenue Bonds (Junior Lien), Series 20__", with such series designation to reflect the year of issuance of such NJIB Bonds, or such title as shall be determined in a certificate of an Authority Officer. The purpose for which the NJIB Bonds are being issued is to fund the 2025 Project.

Section 302. Description of NJIB Bonds.

(1) Amount and Term. The NJIB Bonds shall be in an amount not to exceed \$7,300,000. The NJIB Bonds shall be two (2) in number and issued to the NJIB and State, respectively with interest rates fixed to maturity, shall be dated such date as required by the NJIB, numbered R-1 upward, shall mature over a term not exceeding thirty (30) years, or such other date as determined by the NJIB, and be payable on the dates and in the years and in the amounts as provided for by this Supplemental Resolution, the Financing Documents and/or subparagraph (2) of this Section.

(2) Delegation to Issue NJIB Bonds. Each Authorized Officer of the Authority is hereby designated as the individual who shall have the power to sell and to award the NJIB Bonds (of the same or different series) on behalf of the Authority, to the NJIB, including the power to determine (giving due consideration to the terms and conditions of the preceding paragraph and any applicable rules or restrictions of the NJIB), among other things (1) the aggregate amount of NJIB Bonds to be issued, provided such amount does not to exceed \$7,300,000, (2) the time and the manner of sale of the NJIB Bonds, (3) the denominations and rate or rates of interest to be borne by the NJIB Bonds, and (4) such other terms and conditions as may be necessary or related to the sale of the NJIB Bonds. Such sale, award, terms and conditions of the NJIB Bonds issued to the NJIB shall be determined and evidenced by the financing documents, to be executed by the Authorized Officer on behalf of the Authority, subject to the rules, conditions, maturity schedule and interest rate established by the NJIB (the "Financing Documents"). Such sale and award provisions of the NJIB Bonds, as set forth herein, may be further evidenced by the series certificate, executed as of the date of sale and award of the NJIB Bonds (the "Series Certificate"). The Financing Documents and the Series Certificate shall be presented to the Authority by the Executive Director of the Authority at the next regular meeting of the Authority following such sale and award as evidence of the terms and details of the sale of such NJIB Bonds.

(3) Execution of the Financing Documents. The Financing Documents are hereby authorized to be executed and delivered in connection with the issuance of the NJIB Bonds. Such Financing Documents may be executed and delivered on behalf of the Authority by an Authorized Officer, in their respective sole discretion, after consultation with counsel and any advisors to the Authority (collectively, the "Authority Consultants"), and after further consultation with the NJIB and their representatives, agents, counsel and advisors (collectively, the "Program Consultants", together with the Authority Consultants, the "Consultants") shall determine, with such determination to be conclusively evidenced by the execution of such Financing Documents by an

Authorized Officer as determined hereunder. The Board Secretary or Assistant Board Secretary of the Authority is hereby authorized to attest to the execution of the Financing Documents by an Authorized Officer of the Authority as determined hereunder, and to affix the corporate seal of the Authority to such Financing Documents.

(4) **Form of NJIB Bonds.** The NJIB Bonds shall be in substantially the form described in Section 311 of the Junior Lien General Bond Resolution, with only such changes as are necessary to comply with the NJIB and the Financing Documents.

(5) **Further Authorizations.** Each Authorized Officer of the Authority is hereby further severally authorized to (1) execute and deliver, and the Board Secretary or Assistant Board Secretary of the Authority is hereby further authorized to attest to such execution and to affix the corporate seal of the Authority to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officer, the Board Secretary or Assistant Board Secretary of the Authority, as applicable, in their respective sole discretion, after consultation with the Consultants, to be executed in connection with the execution and delivery of the Financing Documents and the consummation of the transaction contemplated thereby, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (2) perform such other actions as the Authorized Officer deems necessary, desirable or convenient in relation to the execution thereof.

Section 303. **Execution of NJIB Bonds.** The NJIB Bonds shall be executed in the name and on behalf of the Authority by the manual or facsimile signature of its Chairperson, Executive Director or Vice-Chairperson and its corporate seal (or a facsimile thereof) shall be affixed, imprinted, engraved or otherwise reproduced thereon, and such seal and NJIB Bonds shall be attested by the manual or facsimile signature of its Board Secretary or Assistant Board Secretary. In case any officer of the Authority who shall have executed, sealed or attested any of the NJIB Bonds shall cease to be such officer of the Authority before the NJIB Bonds so executed, sealed or attested shall have been authenticated and delivered upon original issuance, such NJIB Bonds may nevertheless be authenticated and delivered as herein provided as if the person who so executed, sealed or attested such NJIB Bonds had not ceased to be such officer.

Section 304. **Authentication of NJIB Bonds.** The NJIB Bonds shall bear thereon a certificate of authentication, substantially in the form set forth in Section 311 of the Junior Lien General Bond Resolution, duly executed by the Trustee. Only such NJIB Bonds as shall bear thereon such certificate of authentication, duly executed, shall be entitled to any right or benefit under the Junior Lien General Bond Resolution. No NJIB Bond shall be valid or obligatory for any purpose unless such certificate of authentication upon such NJIB Bond shall have been duly executed by the Trustee, and such certificate of authentication by the Trustee upon any NJIB Bond executed on behalf of the Authority shall be conclusive and the only evidence that the NJIB Bond so authenticated has been duly authenticated and delivered under this Supplemental Resolution and that the holder thereof is entitled to the benefits of the Junior Lien General Bond Resolution.

Section 305. **Application of Proceeds of NJIB Bonds.** The proceeds which are derived from the sale of the NJIB Bonds, including any accrued interest thereon, shall be applied by the Trustee, upon receipt, in the manner set forth in a resolution of the Authority or a certificate of an Authority Officer adopted or executed, as applicable, prior to delivery of the NJIB Bonds.

Section 306. **Appointment of Trustee, Paying Agent and Registrar.** In accordance with the provisions of Article III of the Junior Lien General Bond Resolution, the appointment of TD Bank, N.A. (the "Bank") as Trustee (the "Trustee"), Paying Agent (the "Paying Agent") and Registrar (the "Registrar") for the NJIB Bonds is hereby confirmed, ratified and approved. The Bank shall accept and shall carry out its duties and obligations as Trustee, Paying Agent and Registrar as provided in and as required by the terms of the Junior Lien General Bond Resolution.

(End of Article III)

ARTICLE IV

Miscellaneous

Section 401. **Supplemental Resolutions; Amendment of Supplemental Resolution.** At any time or from time to time, a Supplemental Resolution of the Authority may be adopted for the purpose of supplementing or amending this Supplemental Resolution.

Section 402. **Signing Powers.** The Authority Officers are hereby severally authorized and, after satisfaction of all conditions precedent thereto and after consultation with the professionals working on behalf of the Authority, are hereby severally directed to execute or acknowledge, as the case may be, or cause to be executed or acknowledged such other certificates, notices, instruments, agreements and other documents in such form as the Executive Director, after consultation with the professionals working on behalf of the Authority, shall determine to be necessary, desirable or convenient in order to effect the issuance of NJIB Bonds or any other transaction contemplated hereby and thereby, which respective forms thereof shall be dispositively evidenced by the Authority Officer's execution or acknowledgment, as the case may be, and delivery thereof or with respect to such documents of a party other than the Authority, shall be evidenced by an Authority Officer's execution thereof.

Section 403. **Reimbursement.** The Authority intends to finance the Project with the NJIB Bonds but may pay for certain costs of the Project (the "Project Costs") prior to the issuance of the NJIB Bonds with funds of the Authority that are not borrowed funds. The Authority reasonably expects to reimburse its expenditure of Project Costs paid prior to the issuance of the NJIB Bonds with proceeds of its NJIB Bonds. This resolution is intended to be and hereby is a declaration of the Authority's official intent to reimburse the expenditure of Project Costs paid prior to the issuance of the NJIB Bonds with the proceeds of a borrowing to be incurred by the Authority, in accordance with Treasury Regulations §150-2. The maximum principal amount of the NJIB Bonds expected to be issued to finance the Project is \$7,300,000. The Project Costs to be reimbursed with the proceeds of the NJIB Bonds will be "capital expenditures" in accordance with the meaning of Section 150 of the Code. No reimbursement allocation will employ an "abusive arbitrage device" under Treasury Regulations §1.148-10 to avoid the arbitrage restrictions or to avoid the restrictions under Sections 142 through 147, inclusive, of the Code. The proceeds of the NJIB Bonds used to reimburse the Authority for Project Costs, or funds corresponding to such amounts, will not be used in a manner that results in the creation of "replacement proceeds", including "sinking funds", "pledged funds" or funds subject to a "negative pledge" (as such terms are defined in Treasury Regulations §1.148-1), of the NJIB Bonds or another issue of debt obligations of the Authority, other than amounts deposited into a "bona fide debt service fund" (as defined in Treasury Regulations §1.148-1). All reimbursement allocations will occur not later than 18 months after the later of (i) the date the expenditure from a source other than the NJIB Bonds is paid, or (ii) the date the Project is "placed in service" (within the meaning of Treasury Regulations §1.150-2) or abandoned, but in no event more than 3 years after the expenditure is paid.

Section 404. **Publication and Filings by Board Secretary.** A copy of this Supplemental Resolution shall be available for public inspection at the offices of the Authority. The Board Secretary or Assistant Board Secretary of the Authority is hereby directed to publish a notice of adoption of this Supplemental Resolution in accordance with the provisions of N.J.S.A. 40:14B-

28. The Board Secretary or Assistant Board Secretary of the Authority is hereby further directed to file a certified copy of this Supplemental Resolution in (a) the office of the Clerk of the Township of Lower, New Jersey and (b) the office of Trustee.

Section 405. Effective Date. This Supplemental Resolution shall take effect in accordance with applicable law.

(End of Article IV)

Moved by: Karen Rechner

Seconded by: Harrison Bitting

RECORDED VOTE:

<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Jacqueline Henderson	X			
James P. Ridgway	X			
Harrison Bitting	X			
Karen Rechner	X			
Bryan Steere	X			

EXHIBIT A

The Project will consist of all or a portion of the Replacement of the North Cape May Water Distribution System, consisting of 136,000 L.F. of Water Main, 2,217 water services and 273 Fire Hydrants, and all work necessary and ancillary thereto including all "Costs" (as defined in the municipal and county utilities law, N.J.S.A. 40:14B-1, et seq.) associated therewith.

CERTIFICATION

I, the undersigned, Board Secretary of The Township of Lower Municipal Utilities Authority (the "Authority"), hereby certifies that the above resolution entitled "SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$7,300,000 PRINCIPAL AMOUNT OF REVENUE BONDS (JUNIOR LIEN) OF THE TOWNSHIP OF LOWER MUNICIPAL UTILITIES AUTHORITY" was duly adopted by the Authority at a regular meeting of the Authority held on July 2, 2025, duly called and held in accordance with the Open Public Meetings Act, at which meeting a quorum was present and acting throughout, and that such Resolution is a true and correct copy thereof and of the whole appearing in the books and records of the Authority and as of the date hereof such Resolution has not been amended, repealed or revoked but remains in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the Authority this ____ day of July, 2025.

**THE TOWNSHIP OF LOWER MUNICIPAL
UTILITIES AUTHORITY**

MELISSA JASINSKI, Board Secretary

(SEAL)

RESOLUTION NO. 93-2025

SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$7,300,000 AGGREGATE PRINCIPAL AMOUNT OF A PROJECT NOTE OF THE TOWNSHIP OF LOWER MUNICIPAL UTILITIES AUTHORITY

WHEREAS, The Township of Lower Municipal Utilities Authority (the "Authority"), was duly created by ordinance of the Township of Lower, New Jersey (the "Township"), duly adopted July 24, 1968, as a public body corporate and politic of the State of New Jersey and has been reorganized and is existing under the Municipal and County Utilities Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1957 of the State of New Jersey and the acts amendatory thereof and supplemental thereto (the "Act"); and

WHEREAS, the Act provides that the Authority shall have the power to borrow money and issue its bonds and other obligations and to provide for the rights of the holders of its bonds and other obligations, as provided in the Act, for the purpose of financing the cost of various projects; and

WHEREAS, on November 2, 2005, the Authority adopted a resolution entitled, "Resolution Authorizing the Issuance of Project Notes of The Township of Lower Municipal Utilities Authority", as amended and supplemented (the "Project Note Resolution"); and

WHEREAS, pursuant to the Project Note Resolution, the Authority is authorized to issue Additional Project Notes (as defined in the Project Note Resolution) to, among other things (i) raise funds to pay the cost of a Project (as defined in the Project Note Resolution); and (ii) refund any Project Notes (as defined in the Project Note Resolution); and

WHEREAS, the Authority has determined to undertake a project (as more particularly described in Exhibit A attached hereto, the "Project"); and

WHEREAS, the Authority has determined to finance the Project with the proceeds of a loan from the New Jersey Infrastructure Bank and the State of New Jersey Department of Environmental Protection (collectively, the "NJIB"), to fund all or a portion of the cost of the Project (the "NJIB Funds"); and

WHEREAS, in order to fund the cost of the Project in anticipation of the NJIB Funds, the Authority has determined to authorize an interim construction loan with the NJIB which will ultimately be paid with NJIB Funds; and

WHEREAS, the Authority now desires to authorize the issuance and delivery of tax-exempt project notes in an amount not to exceed \$7,300,000 to be designated "Project Note" (the "2025 Project Note") pursuant to this supplemental resolution (the "2025 Supplemental Resolution" and, together with the Project Note Resolution, as amended and supplemented, the "Resolution") for the purpose of (i) funding all or a portion of the Project, and (ii) paying costs and

expenses associated with the authorization, sale and issuance of the 2025 Project Note (collectively, the "2025 Project"); and

WHEREAS, the Authority wishes to provide the terms and conditions with respect to such 2025 Project Note, in addition to those which have been previously established under and pursuant to the Resolution and delegate the sale of such 2025 Project Note to the Executive Director of the Authority.

NOW, THEREFORE, BE IT RESOLVED by the members of The Township of Lower Municipal Utilities Authority as follows:

ARTICLE I

General Provisions

Section 101. Short Title. This resolution may hereafter be cited by the Authority and is hereinafter sometimes referred to as the "2025 Supplemental Resolution".

Section 102. Terms Defined in Resolution. Whenever used or referred to in this 2025 Supplemental Resolution, all words and terms which are defined in the Project Note Resolution shall have the same meanings given to such words and terms as determined in said Project Note Resolution, except to the extent words and terms are otherwise defined herein.

Section 103. Other Definitions. The following terms shall have the meaning assigned to such term in the preamble hereof:

"Act"	"NJIB Funds"
"Authority"	"2025 Project Note"
"Township"	"2025 Supplemental Resolution"
"Project"	"2025 Project"
"Project Note Resolution"	
"Resolution"	
"NJIB"	

As used or referenced to, and unless the context clearly indicates a different meaning or use, in this 2025 Supplemental Resolution:

"Bank" shall have the meaning set forth therefore in Section 306 hereof.

"Certificate" shall have the meaning set forth therefore in Section 302 hereof.

"Loan Documents" shall have the meaning set forth therefore in Section 308 hereof.

"Paying Agent" means TD Bank, Cherry Hill, New Jersey, as appointed pursuant to Section 306 hereof.

"Registrar" means TD Bank, Cherry Hill, New Jersey, as appointed pursuant to Section 306 hereof.

"State" means the State of New Jersey.

"Trustee" means TD Bank, Cherry Hill, New Jersey, as appointed pursuant to Section 306 hereof.

"Purchaser" shall have the meaning set forth therefore in Section 307 hereof.

Section 104. Incorporation of Project Note Resolution. This 2025 Supplemental Resolution supplements and amends the Project Note Resolution. The Project Note Resolution, as amended herein, is incorporated herein by reference thereto.

(End of Article I)

ARTICLE II

Determinations By and Obligations of the Authority

Section 201. Authority for 2025 Supplemental Resolution. This 2025 Supplemental Resolution is adopted pursuant to the Act and the Project Note Resolution, and the Authority has ascertained and hereby determines that each and every act, matter, thing or course of conduct as to which provision is made in this 2025 Supplemental Resolution is appropriate in order to carry out and effectuate the purposes of the Authority in accordance with the Act and the Project Note Resolution to further secure the payment of the principal or redemption price of and interest on the 2025 Project Note.

Section 202. 2025 Project Note to Constitute Project Notes. The 2025 Project Note shall constitute "Additional Project Notes" and are therefore deemed to be "Project Notes", as such terms are defined in the Project Note Resolution. The 2025 Project Note shall be issued pursuant to and in accordance with the Project Note Resolution.

Section 203. Project Note Resolution to Constitute Contract. In consideration of the purchase and acceptance of the 2025 Project Note by those who shall hold the same from time to time, the provisions of the Project Note Resolution shall be deemed to be and shall constitute a contract between the Authority, the Trustee and the holders from time to time of the 2025 Project Note; the pledge made in the Project Note Resolution and the covenants and agreements herein set forth to be performed by or on behalf of the Authority shall be for the equal benefit, protection and security of the holders of any and all of the 2025 Project Note, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any of the 2025 Project Note over any other thereof except as expressly provided in or pursuant to the Project Note Resolution.

(End of Article II)

ARTICLE III

Authorization, Purpose, Execution and Issuance of 2025 Project Note

Section 301. Authorization, Designation and Purpose of the 2025 Project Note. The 2025 Project Note of the Authority in a principal amount not to exceed \$7,300,000 is hereby authorized to be issued pursuant to Sections 301 and 311 of the Project Note Resolution, such 2025 Project Note to be designated "Project Note, Series 2025" or such other year if not issued in 2025. The 2025 Project Note is authorized and will be issued to provide funds for the cost of the 2025 Project.

Section 302. Description of 2025 Project Note; Delegation of Sale of 2025 Project Note.

(1) **Terms.** The 2025 Project Note shall be dated and shall bear interest, and shall mature and be subject to redemption, as provided by a certificate of the Executive Director executed upon consultation with the Chairperson (the "Certificate") duly executed prior to the authentication and the delivery upon original issuance of the 2025 Project Note. Such Certificate may contain such other terms and provisions with respect to the 2025 Project Note that are not established by the terms of the Project Note Resolution or by the terms hereof and that are not inconsistent with the provisions thereof or hereof.

(2) **Denomination and Place of Payment.** The 2025 Project Note shall be issued in fully registered form, without coupons, and in the denomination of one note for the maturity thereof. The principal of the 2025 Project Note shall be payable to the registered owner thereof, or registered assigns, at maturity upon presentation and surrender of the 2025 Project Note at the principal corporate trust office of the Paying Agent. Interest on the 2025 Project Note will be paid to the registered owner by check and such payment will be mailed by the Paying Agent to such Registered Owner at the most recent address appearing on the registration books of the Authority. All other terms and conditions with respect to the payment of the principal of and interest on the 2025 Project Note shall be as provided in the Project Note Resolution.

(3) **Form of 2025 Project Note.** The 2025 Project Note shall be in substantially the form contained in Section 313 of the Project Note Resolution and/or as required by the NJIB.

Section 303. Application of 2025 Project Note Proceeds. The proceeds of the 2025 Project Note, including accrued interest on such 2025 Project Note, if any, and including any premium payable to the Authority thereon, if any, shall be applied simultaneously with the delivery of such 2025 Project Note as directed by written order of the Chairperson, Vice Chairperson, Executive Director or Treasurer of the Authority.

Section 304. Execution of 2025 Project Note. The 2025 Project Note is hereby authorized to be executed in accordance with the provisions of Section 304 of the Project Note Resolution.

Section 305. Authentication of 2025 Project Note. The 2025 Project Note is hereby authorized to be authenticated in accordance with the provisions of Section 305 of the Project Note Resolution.

Section 306. Appointment of Trustee, Paying Agent and Registrar. In accordance with the provisions of Article VI of the Project Note Resolution, TD Bank, Cherry Hill, New Jersey (the "Bank") is hereby appointed Trustee, Paying Agent and Registrar for the 2025 Project Note. The Bank shall accept and shall carry out its duties and obligations as Trustee, Paying Agent and Registrar as provided in and as required by the terms of the Project Note Resolution.

Section 307. Appointment of Purchaser. The Authority hereby appoints the NJIB as the purchaser of the 2025 Project Note (the "Purchaser").

Section 308. Approval of Loan Documents. The Chairperson, Vice Chairperson and Executive Director of the Authority are, and each of them is hereby, authorized and directed to negotiate, execute and deliver, as and if applicable, a loan commitment, a loan agreement, loan documents and/or loan amendment and any closing and other documents associated with said loan (collectively, the "Loan Documents") with the Purchaser, if applicable. Such Loan Documents, along with the Certificate, shall determine the terms and conditions relating to the sale of the 2025 Project Note, including the rate of interest to be borne by the 2025 Project Note and the fee, if any, which is payable in connection with the sale of the 2025 Project Note. The 2025 Project Note shall be delivered at such time and place as shall be determined by the Authority, subject to the terms and conditions of the Loan Documents. The Chairperson, Vice Chairperson, Executive Director, Board Secretary or Assistant Board Secretary of the Authority are, and each of them is, hereby authorized and directed to do and perform all things and execute all papers in the name of the Authority, and to make all payments necessary or in their opinion convenient, to the end that the Authority may carry out its obligations under the terms of said Loan Documents.

Section 309. Authorization of Official Statement. The Auditor and Bond Counsel to the Authority are hereby authorized to prepare a preliminary Official Statement and final Official Statement, if necessary, in order to assist the Authority with the marketing of the 2025 Project Note. The Chairperson, Vice Chairperson and Executive Director of the Authority are, and each of them is, hereby authorized and directed to execute and permit the distribution of a Preliminary Official Statement and a final Official Statement, in the name and on behalf of the Authority. Such Official Statement may be distributed in preliminary form and deemed final for purposes of Rule 15c2-12 of the Securities and Exchange Commission on behalf of the Authority by the Chairperson, Vice Chairperson or Executive Director. Final Official Statements shall be delivered within the earlier of seven business days following the sale of the 2025 Project Note or to accompany the confirmations that request payment for the 2025 Project Note.

(End of Article III)

ARTICLE IV

Continuing Market Disclosure; Miscellaneous

Section 401. Continuing Market Disclosure. If applicable, and solely for purposes of complying with Rule 15c2-12 of the Securities and Exchange Commission, as amended and interpreted from time to time (the "Rule"), and provided that the 2025 Project Note is not exempt from the Rule, for so long as the 2025 Project Note remains outstanding (unless the 2025 Project Note has been wholly defeased), the Authority shall provide for the benefit of the holders of the 2025 Project Note and the beneficial owners thereof, in a timely manner, to the Municipal Securities Rulemaking Board, notice of any certain events set forth and required by the Rule with respect to the 2025 Project Note:

If all or any part of the Rule ceases to be in effect for any reason, then the information required to be provided under this 2025 Supplemental Resolution, insofar as the provision of the Rule no longer in effect required the provision of such information, shall no longer be required to be provided.

The Executive Director and Chairperson are each hereby authorized to enter into additional written contracts or undertakings to implement the Rule and/or to comply with the terms set forth in the Loan Documents, and are each further authorized to amend such contracts or undertakings or the undertakings set forth in this 2025 Supplemental Resolution, provided such amendment is, in the opinion of nationally recognized bond counsel, in compliance with the Rule or would have been in compliance with the Rule if such amended undertaking had been entered into at the time of the issuance of the 2025 Project Note.

In the event that the Authority fails to comply with the Rule or the written contracts or undertakings specified in this 2025 Supplemental Resolution or in the Loan Documents, the Authority shall not be liable for monetary damages, remedy being hereby specifically limited to specific performance of the Rule requirements or the written contracts or undertakings therefor.

Section 402. Additional Acts. The Chairperson and any other officer of the Authority, and the staff and consultants or professionals of the Authority are hereby authorized and directed to take all actions which are necessary or which are convenient to effectuate the terms of the Project Note Resolution in connection with the issuance, sale and delivery of the 2025 Project Note.

Section 403. Covenant of Authority as to Compliance with Federal Tax Matters. The Authority hereby covenants that it will take all actions within its control that are necessary to assure that interest on the 2025 Project Note is excludable from gross income under the Code and the Authority will refrain from taking any action that would adversely affect the exclusion of interest on the 2025 Project Note from gross income under the provisions of the Code.

Section 404. Reimbursement. The Authority intends to finance the Project with the 2025 Project Notes but may pay for certain costs of the Project (the "Project Costs") prior to the issuance of the 2025 Project Notes with funds of the Authority that are not borrowed funds. The

Authority reasonably expects to reimburse its expenditure of Project Costs paid prior to the issuance of the 2025 Project Notes with proceeds of its 2025 Project Notes. This resolution is intended to be and hereby is a declaration of the Authority's official intent to reimburse the expenditure of Project Costs paid prior to the issuance of the 2025 Project Notes with the proceeds of a borrowing to be incurred by the Authority, in accordance with Treasury Regulations §150-2. The maximum principal amount of the 2025 Project Notes expected to be issued to finance the Project is \$7,300,000. The Project Costs to be reimbursed with the proceeds of the 2025 Project Notes will be "capital expenditures" in accordance with the meaning of Section 150 of the Code. No reimbursement allocation will employ an "abusive arbitrage device" under Treasury Regulations §1.148-10 to avoid the arbitrage restrictions or to avoid the restrictions under Sections 142 through 147, inclusive, of the Code. The proceeds of the 2025 Project Notes used to reimburse the Authority for Project Costs, or funds corresponding to such amounts, will not be used in a manner that results in the creation of "replacement proceeds", including "sinking funds", "pledged funds" or funds subject to a "negative pledge" (as such terms are defined in Treasury Regulations §1.148-1), of the 2025 Project Notes or another issue of debt obligations of the Authority, other than amounts deposited into a "bona fide debt service fund" (as defined in Treasury Regulations §1.148-1). All reimbursement allocations will occur not later than 18 months after the later of (i) the date the expenditure from a source other than the 2025 Project Notes is paid, or (ii) the date the Project is "placed in service" (within the meaning of Treasury Regulations §1.150-2) or abandoned, but in no event more than 3 years after the expenditure is paid.

Section 405. Miscellaneous, Publication and Filings by Board Secretary. A copy of this 2025 Supplemental Resolution shall be available for public inspection at the offices of the Authority. The Board Secretary or Assistant Board Secretary of the Authority is hereby directed to publish a notice of adoption of this 2025 Supplemental Resolution in accordance with the provisions of N.J.S.A. 40:14B-28. The Board Secretary or Assistant Board Secretary of the Authority is hereby further directed to file a certified copy of this 2025 Supplemental Resolution in (a) the office of the Clerk of the Township of Lower, New Jersey and (b) the office of Trustee.

Section 406. Effective Date. This 2025 Supplemental Resolution shall take effect in accordance with applicable law.

(End of Article IV)

Moved by: **Karen Rechner**
 Seconded by: **Harrison Bitting**
RECORDED VOTE:

<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Jacqueline Henderson	X			
James P. Ridgway	X			
Harrison Bitting	X			
Karen Rechner	X			
Bryan Steere	X			

EXHIBIT A

The Project will consist of the Replacement of all or a portion of the North Cape May Water Distribution System, consisting of 136,000 L.F. of Water Main, 2,217 water services and 273 Fire Hydrants, and all work necessary and ancillary thereto including all “Costs” (as defined in the municipal and county utilities law, N.J.S.A. 40:14B-1, et seq.) associated therewith.

CERTIFICATION

I, the undersigned, Board Secretary of The Township of Lower Municipal Utilities Authority (the "Authority"), hereby certifies that the above resolution entitled "SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$7,300,000 AGGREGATE PRINCIPAL AMOUNT OF A PROJECT NOTE OF THE TOWNSHIP OF LOWER MUNICIPAL UTILITIES AUTHORITY" was duly adopted by the Authority at a regular meeting of the Authority held on July 2, 2025, duly called and held in accordance with the Open Public Meetings Act, at which meeting a quorum was present and acting throughout, and that such Resolution is a true and correct copy thereof and of the whole appearing in the books and records of the Authority and as of the date hereof such Resolution has not been amended, repealed or revoked but remains in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the Authority this ____ day of July, 2025.

**THE TOWNSHIP OF LOWER MUNICIPAL
UTILITIES AUTHORITY**

MELISSA JASINSKI, Board Secretary

(SEAL)

RESOLUTION NO. 94-2025

RESOLUTION OF THE TOWNSHIP OF LOWER MUNICIPAL UTILITIES AUTHORITY, DETERMINING THE FORM AND OTHER DETAILS OF ITS "NOTE RELATING TO THE WATER BANK FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK", TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$7,300,000, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE TOWNSHIP OF LOWER MUNICIPAL UTILITIES AUTHORITY IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE WATER BANK CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK

WHEREAS, The Township of Lower Municipal Utilities Authority (the "Local Unit" or "LTMUA") has determined that there exists a need to provide for Replacement of all or a portion of the North Cape May Water Distribution System, consisting of 136,000 L.F. of Water Main, 2,217 water services and 273 Fire Hydrants (the "Project"), and it is the desire of the Local Unit to obtain financing for the Project through participation in the environmental infrastructure financing program (the "New Jersey Water Bank") of the New Jersey Infrastructure Bank (the "I-Bank");

WHEREAS, the Local Unit has determined to temporarily finance the Project prior to the closing with respect to the New Jersey Water Bank, and to undertake such temporary financing with the proceeds of a short-term loan to be made by the I-Bank (the "Construction Loan") to the Local Unit, pursuant to the Water Bank Construction Financing Program of the I-Bank (the "Construction Financing Program");

WHEREAS, in order to (i) evidence and secure the repayment obligation of the Local Unit to the I-Bank with respect to the Construction Loan and (ii) satisfy the requirements of the Construction Financing Program, it is the desire of the Local Unit to issue and sell to the I-Bank the "Note Relating to the Construction Financing Program of the New Jersey Infrastructure Bank" in an aggregate principal amount of up to \$7,300,000 (the "Note");

WHEREAS, it is the desire of the Local Unit to authorize, execute, attest and deliver the Note to the I-Bank pursuant to the terms of (i) the Municipal and County Utilities Authorities Law, constituting Chapter 183 of the Pamphlet Laws of 1957 of the State of New Jersey (codified at *N.J.S.A. 40:14B-1 et seq.*, as the same may from time to time be amended and supplemented (the "Local Unit Enabling Act") and the Local Authorities Fiscal Control Law, *N.J.S.A. 40A:5A-1 et seq.*, as the same may from time to time be amended and supplemented (the "Local Authorities Fiscal Control Law"); and

WHEREAS, Section 12 of the Local Authorities Fiscal Control Law and *N.J.S.A. 58:11B-9* each allow for the sale of the Note to the I-Bank, without any public offering, all pursuant to the terms and conditions set forth therein.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Local Unit as follows:

Section 1. In accordance with Section 12 of the Local Authorities Fiscal Control Law and N.J.S.A. 58:11B-9, the Local Unit hereby authorizes the issuance, sale and award of the Note in accordance with the provisions hereof. The obligation represented by the Note has been authorized by resolutions of the Local Unit, which resolutions are entitled “RESOLUTION AUTHORIZING THE ISSUANCE OF PROJECT NOTES OF THE TOWNSHIP OF LOWER MUNICIPAL UTILITIES AUTHORITY” (the “2005 Resolution”) and “SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$7,300,000 AGGREGATE PRINCIPAL AMOUNT OF A PROJECT NOTE OF THE TOWNSHIP OF LOWER MUNICIPAL UTILITIES AUTHORITY” (the “2025 Resolution” and together with the 2005 Resolution, the “Local Unit Note Resolution”) and were finally adopted by the Local Unit at meetings duly called and held on November 2, 2005 and July 2, 2025, respectively, at which times quorums were present and acted throughout, all pursuant to the terms of the Local Unit Enabling Act, the Local Authorities Fiscal Control Law and other applicable law.

Section 2. The Chairperson, Vice Chairperson, or Executive Director of the Local Unit (the “Authority Officers”) are each hereby authorized to determine pursuant to the terms and conditions hereof and of the Local Unit Note Resolution (i) the final principal amount of the Note (subject to the maximum limitation set forth in Section 4(a) hereof), and (ii) the dated date of the Note.

Section 3. Any determination made by the Authority Officers pursuant to the terms hereof shall be conclusively evidenced by the execution and attestation of the Note by the parties authorized pursuant to Section 4(h) hereof.

Section 4. The Local Unit hereby determines that certain terms of the Note shall be as follows:

- (a) the principal amount of the Note to be issued shall be an amount up to \$7,300,000;
- (b) the maturity of the Note shall be as determined by the I-Bank;
- (c) the interest rate of the Note shall be as determined by the I-Bank;
- (d) the purchase price for the Note shall be par;
- (e) the Note shall be subject to prepayment prior to its stated maturity in accordance with the terms and conditions of the Note;
- (f) the Note shall be issued in a single denomination and shall be numbered “NJWB-CFP-25[] – []” or such other designation at the time of issuance;
- (g) the Note shall be issued in fully registered form and shall be payable to the registered owner thereof as to both principal and interest in lawful money of the United States of America; and
- (h) the Note shall be executed by the manual or facsimile signatures of the Chairperson, Vice Chairperson, or Executive Director under official seal or facsimile thereof affixed, printed, engraved or reproduced thereon and attested to by the manual

signature of the Board Secretary or Assistant Board Secretary of the Local Unit (the "Board Secretary").

Section 5. The Note shall be substantially in the form attached hereto as Exhibit A.

Section 6. The law firm of Archer & Greiner P.C. is hereby authorized to arrange for the printing of the Note, which law firm may authorize McCarter & English, LLP, bond counsel to the I-Bank for the Construction Financing Program, to arrange for same.

Section 7. The Authority Officers of the Local Unit are each hereby further authorized to (i) execute and deliver, and the Board Secretary is hereby further authorized to attest to such execution and to affix the corporate seal of the Local Unit to, any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authority Officers or the Board Secretary, as applicable, in their respective sole discretion, after consultation with counsel and any advisors to the Local Unit and after further consultation with the I-Bank and its representatives, agents, counsel and advisors, to be executed in connection with the issuance and sale of the Note and the participation of the Local Unit in the Construction Financing Program, which determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document, and (ii) perform such other actions as the Authority Officers and the Board Secretary deem necessary, desirable or convenient in relation to the execution and delivery of the Note and the participation of the Local Unit in the Construction Financing Program.

Section 8. This resolution shall take effect immediately.

Section 9. Upon the adoption hereof, the Board Secretary shall forward certified copies of this resolution to John M. Cantalupo, Esq. at Archer & Greiner P.C., bond counsel to the Local Unit, David Zimmer, Executive Director of the I-Bank, and Richard T. Nolan, Esq., McCarter & English, LLP, bond counsel to the I-Bank.

Moved by: Jacqueline Henderson

Seconded by: Karen Rechner

RECORDED VOTE:

<u>NAME</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
Jacqueline Henderson	X			
James P. Ridway	X			
Harrison Bitting	X			
Karen Rechner	X			
Bryan Steere	X			

EXHIBIT A

**THE TOWNSHIP OF LOWER MUNICIPAL UTILITIES AUTHORITY
PROJECT NOTE
RELATING TO:
THE WATER BANK CONSTRUCTION FINANCING PROGRAM
OF THE NEW JERSEY INFRASTRUCTURE BANK**

\$ _____, 202_
CFP-20[] - ____

FOR VALUE RECEIVED, The Township of Lower Municipal Utilities Authority, a municipal utilities authority, acting as a public body corporate and politic with corporate succession duly created and validly existing pursuant to the laws of the State (as hereinafter defined), , including, without limitation, the Borrower Enabling Act (as hereinafter defined), and its successors and assigns (the "Borrower"), hereby promises to pay to the order of the **NEW JERSEY INFRASTRUCTURE BANK**, a public body corporate and politic with corporate succession, duly created and validly existing under and by virtue of the Act (as hereinafter defined) (the "I-Bank"), the Principal (as hereinafter defined), together with all unpaid accrued Interest (as hereinafter defined), fees, late charges and other sums due hereunder, if any, in lawful money of the United States of America, on the Maturity Date (as hereinafter defined) or the date of any optional prepayment or acceleration in accordance with the provisions of this note (this "Note"); provided, however, that portions of the Interest may be due and payable earlier, at the time(s) and in the amount(s), as and to the extent provided in accordance with Section 4 hereof.

SECTION 1. Definitions. As used in this Note, unless the context requires otherwise, the following terms shall have the following meanings:

"Act" means the "New Jersey Infrastructure Trust Act", constituting Chapter 334 of the Pamphlet Laws of 1985 of the State (codified at N.J.S.A. 58:11B-1 *et seq.*), as the same has been, and in the future may from time to time be, amended and supplemented.

"Administrative Fee" means the "NJDEP Fee" as defined and calculated in Exhibit B hereto, which is an administrative fee that is payable by the Borrower to the NJDEP (at the time and in the amount as is established by the provisions of Section 4(b) hereof) as a portion of the Cost of the Project that has been incurred by the Borrower for engineering and environmental services provided to the Borrower by the NJDEP.

"Anticipated Financing Program" means the New Jersey Water Bank financing program of the I-Bank, pursuant to which the I-Bank will issue its I-Bank Bonds for the purpose of financing, on a long-term basis, the Project as well as other projects of certain qualifying borrowers.

"Anticipated Long-Term Loan" means the long-term loan made by the I-Bank to the Borrower from the proceeds of its I-Bank Bonds, as part of the Anticipated Financing Program.

"Appropriation Condition" means the procedural appropriation by the State for the Project through the inclusion of the Project on the Project Priority List (which Project Priority List

is required pursuant to the Act) in an appropriation amount equal to or greater than the Principal amount of the Loan then due and payable by the Borrower pursuant to the terms hereof.

“Authorized Officer” means any person authorized by the Borrower or the I-Bank, as the case may be, to perform any act or execute any document relating to the Loan or this Note.

“Borrower Note Resolution” means the resolutions of the Borrower entitled “RESOLUTION AUTHORIZING THE ISSUANCE OF PROJECT NOTES OF THE TOWNSHIP OF LOWER MUNICIPAL UTILITIES AUTHORITY” (the “2005 Resolution”) and “SUPPLEMENTAL RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$7,300,000 AGGREGATE PRINCIPAL AMOUNT OF A PROJECT NOTE OF THE TOWNSHIP OF LOWER MUNICIPAL UTILITIES AUTHORITY” (the “2025 Resolution” and together with the 2005 Resolution, the “Local Unit Note Resolution”) and were duly adopted by the Local Unit at meetings duly called and held on November 2, 2005 and July 2, 2025, respectively, as amended and supplemented from time to time, pursuant to which this Note has been issued.

“Borrower Enabling Act” means the the “Municipal and County Utilities Authorities Law”, constituting Chapter 183 of the Pamphlet Laws of 1957 of the State (codified at N.J.S.A. 40:14B-1 *et seq.*), as the same may from time to time be amended and supplemented.

“Code” means the Internal Revenue Code of 1986, as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder, any successor code thereto and any administrative or judicial interpretations thereof.

“Cost” or “Costs” means those costs that are allocable to the Project, as shall be determined on a project-specific basis in accordance with the Regulations, as further set forth in Exhibit B hereto, (i) as such Exhibit B shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit B or an additional Exhibit B, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of “Project” as set forth herein), and (ii) as the then-current Exhibit B may be amended by subsequent changes to eligible costs as evidenced by a certificate of an Authorized Officer of the I-Bank.

“Environmental Infrastructure Facilities” means Wastewater Treatment Facilities, Stormwater Management Facilities or Water Supply Facilities (as such terms are defined in the Regulations).

“Environmental Infrastructure System” means the Environmental Infrastructure Facilities of the Borrower, including the Project, for which the Borrower is receiving the Loan.

“Event of Default” means any occurrence or event specified in Section 6 hereof.

“Financial Plan” means the then-applicable Financial Plan, as prepared for the then-current State Fiscal Year and as submitted to the State Legislature by the I-Bank and the NJDEP, all pursuant to, and in satisfaction of the requirements of, sections 21, 21.1, 22 and 22.1 of the Act.

“I-Bank Bonds” means the revenue bonds of the I-Bank to be issued pursuant to, and as part of, the Anticipated Financing Program.

“Interest” means the interest that shall accrue on a daily basis with respect to Principal to be calculated each day by applying the Interest Rate established for a State Fiscal Year divided by 360 to the Principal amount on that day.

“Interest Rate” means the rate of interest as shall be established by an Authorized Officer of the I-Bank for a given State Fiscal Year in a manner consistent with the terms and provisions of the Financial Plan for such State Fiscal Year.

“Loan” means the loan of the Principal, made by the I-Bank to the Borrower to finance or refinance a portion of the Cost of the Project, as evidenced and secured by this Note.

“Loan Disbursement Requisition” means the requisition, to be executed by an Authorized Officer of the Borrower and approved by the NJDEP, in a form to be determined by the I-Bank and the NJDEP.

“Local Authorities Fiscal Control Law” means the “Local Authorities Fiscal Control Law”, constituting Chapter 313 of the Pamphlet Laws of 1983 of the State (codified at N.J.S.A. 40A:5A-1 *et seq.*), as the same may from time to time be amended and supplemented.

“Maturity Date” means June 30, 20__, subject, however, to earlier or later maturity to the extent provided by each of the following: (i) subject to such earlier date that shall be the earlier of (A) the date that shall be the second anniversary of the date of issuance of this Note, in the event that, by such date, the construction contract relating to the Project has not been certified for funding by the NJDEP, or (B) June 30 of the third State Fiscal Year following the State Fiscal Year during which the construction contract relating to the Project has been certified for funding by the NJDEP, provided that such date is prior to June 30, 20__; (ii) subject to such earlier date as shall be determined by an Authorized Officer of the I-Bank in his or her sole discretion, which date shall be determined by such Authorized Officer of the I-Bank to be the date of the closing for the Anticipated Financing Program; or (iii) subject to such later date (subject to the then-applicable limits of the Act) to be determined by an Authorized Officer of the I-Bank in his or her sole discretion, pursuant to a written certification thereof, as acknowledged and approved by an Authorized Officer of the Borrower; subject, in all events, to the rights and remedies of the I-Bank pursuant to, respectively, the provisions of Section 6 hereof and the provisions of Section 7 hereof in furtherance of the enforcement by the I-Bank of all covenants obligations of the Borrower hereunder, including, without limitation and in particular, the covenant obligation of the Borrower set forth in Section 3 hereof.

“NJDEP” means the New Jersey Department of Environmental Protection.

“Payment Date” means, as applicable: (i) the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, the date of such optional prepayment or acceleration; provided, however, that in all cases, a portion of the Interest

shall be payable by the Borrower to the I-Bank prior to the Maturity Date as provided in Section 4 hereof.

“Principal” means the principal amount of the Loan, at any time being the lesser of (i) _____ Dollars (\$ _____), or (ii) the aggregate outstanding amount as shall actually be disbursed to the Borrower by the I-Bank pursuant to one or more Loan Disbursement Requisitions, which Principal shall be payable by the Borrower to the I-Bank (i) on the Maturity Date or (ii) with respect to any optional prepayment or acceleration of the Loan pursuant to the terms of this Note, on the date of such optional prepayment or acceleration, as the case may be.

“Project” means the Environmental Infrastructure Facilities of the Borrower which constitute a project for which the I-Bank is making the Loan to the Borrower, as further described in Exhibit A-1 hereto; provided, however, that the description of the Project, as set forth in Exhibit A-1 attached hereto, may be supplemented by means of either (i) the substitution of a revised and updated Exhibit A-1 for the current Exhibit A-1 or (ii) the inclusion of an additional Exhibit A-1, in either case, promptly following the certification for funding by the NJDEP of the remaining components of the Project, as applicable, such supplement to be undertaken by an Authorized Officer of the I-Bank.

“Regulations” means the rules and regulations, as applicable, now or hereafter promulgated pursuant to N.J.A.C. 7:22-3 *et seq.*, 7:22-4 *et seq.*, 7:22-5 *et seq.*, 7:22-6 *et seq.*, 7:22-7 *et seq.*, 7:22-8 *et seq.*, 7:22-9 *et seq.* and 7:22-10 *et seq.*, as the same may from time to time be amended and supplemented.

“Revenues” shall mean: all receipts, revenues, income and other moneys received or receivable by or on behalf of the Authority from or in connection with the ownership or the operation of the System, including, without limitation, all sums paid or payable to the Authority pursuant to the Service Contract, and all rights to receive the same, whether in the form of accounts, chattel paper, choses in action, instruments, general intangibles or other rights and all proceeds thereof, and the proceeds of any insurance coverages on and condemnation awards in respect of the System, all of the foregoing whether now existing or hereafter coming into existence and whether now owned or held or hereafter acquired by the Authority, and shall further include all moneys at any time deposited into the Revenue Fund established hereunder, but shall not include Grants received or receivable by the Authority for the purpose of defraying the Costs of any Project.

“State” means the State of New Jersey.

SECTION 2. Representations of the Borrower. The Borrower hereby represents and warrants to the I-Bank, as follows:

(a) **Organization.** The Borrower: (i) is a municipal utilities authority, acting as a public body corporate and politic with corporate succession, duly created and validly existing under and pursuant to the Constitution and laws of the State, including, without limitation, the Borrower Enabling Act, and is subject to the Local Authorities Fiscal Control Law; (ii) has full legal right and authority to execute, attest, issue and deliver this Note, to authorize the authentication of this

Note, to sell this Note to the I-Bank, and to perform its obligations hereunder, and (iii) has duly authorized, approved and consented to all necessary action to be taken by the Borrower for: (A) the issuance of this Note, the authentication of this Note, the sale thereof to the I-Bank and the due performance of its obligations hereunder and (B) the execution, delivery and due performance of all certificates and other instruments that may be required to be executed, delivered and performed by the Borrower in order to carry out and give effect to this Note.

(b) Authority. This Note has been duly authorized by the Borrower, duly executed, attested and delivered to the I-Bank by Authorized Officers of the Borrower, and duly authenticated by the trustee or the paying agent pursuant to the Borrower Note Resolution. This Note has been duly issued by the Borrower and duly sold by the Borrower to the I-Bank and constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as the enforcement thereof may be affected by bankruptcy, insolvency or other similar laws or the application by a court of legal or equitable principles affecting creditors' rights.

(c) Pending Litigation. There are no proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower that, if adversely determined, would adversely affect (i) the condition (financial or otherwise) of the Borrower, (ii) the adoption of the Borrower Note Resolution, (iii) the ability of the Borrower to satisfy all of its Loan repayment obligations hereunder, (iv) the authorization, execution, attestation, authentication or delivery of this Note, (v) the issuance of this Note and the sale thereof to the I-Bank, and (vi) the Borrower's ability otherwise to observe and perform its duties, covenants, obligations and agreements under this Note.

(d) Compliance with Existing Laws and Agreements; Governmental Consent. (i) The authorization, execution, attestation and delivery of this Note by the Borrower, (ii) the authentication of this Note by the trustee or paying agent pursuant to the Borrower Note Resolution, (iii) the adoption of the Borrower Note Resolution, (iv) the sale of this Note to the I-Bank, (v) the observation and performance by the Borrower of its duties, covenants, obligations and agreements hereunder, including, without limitation, the repayment of the Loan and all other amounts due hereunder, and (vi) the undertaking and completion of the Project, will not (A) other than the lien, charge or encumbrance created by this Note and by any other outstanding debt obligations of the Borrower that are at parity with this Note as to lien on, and source and security for payment thereon from, the Revenues of the Borrower's Environmental Infrastructure System, result in the creation or imposition of any lien, charge or encumbrance upon any properties or assets of the Borrower pursuant to, (B) result in any breach of any of the terms, conditions or provisions of, or (C) constitute a default under, any existing ordinance or resolution, outstanding debt or lease obligation, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument to which the Borrower is a party or by which the Borrower, its Environmental Infrastructure System or any of its properties or assets may be bound, nor will such action result in any violation of the provisions of the charter, applicable law or other document pursuant to which the Borrower was established or any laws, ordinances, injunctions, judgments, decrees, rules, regulations or existing orders of any court or governmental or administrative agency, authority or person to which the Borrower, its Environmental Infrastructure System or its properties or operations are subject. The Borrower has obtained all permits and approvals required

to date by any governmental body or officer for the authorization, execution, attestation, authentication and delivery of this Note, for the issuance and sale of this Note to the I-Bank, for the making, observance and performance by the Borrower of its duties, covenants, obligations and agreements under this Note, and for the undertaking and completion of the Project (provided, that, with respect to the undertaking and completion of the Project, such permits and approvals are obtainable by the Borrower as of the date hereof).

(e) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the representations of the Borrower set forth in this Section 2.

SECTION 3. Covenants of the Borrower.

(a) Participation in the Anticipated Financing Program. The Borrower covenants and agrees that it shall undertake and complete in a timely manner all conditions precedent identified by the I-Bank relating to (i) the participation by the Borrower in the Anticipated Financing Program and (ii) the qualification by the Borrower for receipt of the Anticipated Long-Term Loan.

(b) Full Faith and Credit Pledge. The Borrower irrevocably pledges the Revenues in accordance with the terms of, and to the extent provided in, the Borrower Note Resolution, for the punctual payment of any and all obligations and amounts due under this Note (including, without limitation, the payment of the Administrative Fee in the amount and at the time as required by the provisions of Section 4(b) hereof). The Borrower acknowledges that, to assure the continued operation and solvency of the I-Bank, the I-Bank may, pursuant to and in accordance with Section 12a of the Act, require that if the Borrower fails or is unable to pay promptly to the I-Bank in full any Loan repayments, any Interest or any other amounts due pursuant to this Note, an amount sufficient to satisfy such deficiency shall be paid by the State Treasurer to the I-Bank from State-aid otherwise payable to any municipality or county to which the Borrower provides services pursuant to a contractual arrangement.

(c) Disposition of Environmental Infrastructure System. The Borrower covenants and agrees that it shall not sell, lease, abandon or otherwise dispose of all or substantially all of its Environmental Infrastructure System without the express written consent of the I-Bank, which consent may or may not be granted by the I-Bank in its sole discretion.

(d) Financing With Tax-Exempt Bonds. The Borrower acknowledges, covenants and agrees that it is the intention of the Borrower to finance the Project, in whole or in part, on a long-term basis with proceeds of I-Bank Bonds now or hereinafter issued, the interest on which is excluded from gross income for purposes of federal income taxation pursuant to Section 103(a) of the Code ("tax-exempt bonds"). In furtherance of such long-term financing with tax-exempt bonds, the Borrower covenants that, except to the extent expressly permitted in writing by the I-Bank, in its sole discretion, the Borrower will not take any action or permit any action to be taken which would result in any of the proceeds of the Loan being used (directly or indirectly) (i) in any "private business use" within the meaning of Section 141(b)(6) of the Code, (ii) to make or finance loans to persons other than the Borrower, or (iii) to acquire any "nongovernmental output property" within the meaning of Section 141(d)(2) of the Code. In addition, the Borrower covenants and

agrees that no portion of the Project will be investment property, within the meaning of Section 148(b) of the Code. The Borrower covenants and agrees that any Costs of the Borrower's Project to be paid or reimbursed with proceeds of the Loan will result in the expenditure of proceeds under Treasury Regulations §1.148-6(d) and Treasury Regulations §1.150-2.

(e) Operation and Maintenance of Environmental Infrastructure System. The Borrower covenants and agrees that it shall maintain its Environmental Infrastructure System in good repair, working order and operating condition, and make all necessary and proper repairs and improvements with respect thereto.

(f) Records and Accounts; Inspections. The Borrower covenants and agrees that it shall keep accurate records and accounts for its Environmental Infrastructure System, separate and distinct from its other records and accounts, which shall be audited annually by an independent registered municipal accountant and shall be made available for inspection by the I-Bank upon prior written notice. The Borrower shall permit the I-Bank and any party designated thereby, at any and all reasonable times during construction of the Project and thereafter, upon prior written notice, to examine, visit and inspect the property, if any, constituting the Project.

(g) Insurance. The Borrower covenants and agrees that it shall maintain insurance policies providing against risk of direct physical loss, damage or destruction of its Environmental Infrastructure System, in an amount that will satisfy all applicable regulatory requirements. The Borrower covenants and agrees that it shall include, or cause to be included, the I-Bank as an additional "named insured" on any certificate of liability insurance procured by the Borrower and by any contractor or subcontractor for the Project.

(h) Reliance. The Borrower hereby acknowledges that the I-Bank is making the Loan to the Borrower pursuant to the terms hereof in reliance upon each of the covenants of the Borrower set forth in this Section 3.

SECTION 4. Disbursement of the Loan Proceeds; Amounts Payable; Prepayment; and Late Fee.

(a) The I-Bank shall effectuate the Loan to the Borrower by making one or more disbursements to the Borrower promptly after receipt by the I-Bank of a Loan Disbursement Requisition and the approval of such Loan Disbursement Requisition by an Authorized Officer of the I-Bank or designee thereof, each such disbursement and the date thereof to be recorded by an Authorized Officer of the I-Bank on the table attached as Exhibit A-2 hereto; provided, however, that the approval by the I-Bank of any Loan Disbursement Requisition for disbursement pursuant to the terms hereof shall be subject to the terms, conditions and limitations as set forth in Section 4(d) of this Note. It is expected that the proceeds of the Loan will be disbursed to the Borrower in accordance with the schedule set forth in Exhibit C hereto, as Exhibit C shall be supplemented by an Authorized Officer of the I-Bank by means of either a substitute Exhibit C or an additional Exhibit C, such supplement to be implemented concurrently with the supplement to Exhibit A-1 hereto (as provided in the definition of "Project" as set forth herein). The latest date upon which the Borrower may submit to the I-Bank a Loan Disbursement Requisition is the business day immediately preceding the date fixed by the I-Bank for the sale of its bonds in connection with the

Anticipated Financing Program, or such alternative date as shall be identified by the I-Bank for the Borrower in writing.

(b) Notwithstanding the provisions of Section 4(a) to the contrary, the Borrower hereby acknowledges and agrees, as follows: (i) to the extent that all or a portion of the Interest is funded by the Loan (as provided pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof), payment of such Interest shall be made to the I-Bank via one or more disbursements by the I-Bank hereunder, at the times and in the amounts, as and to the extent provided in one or more written notices provided to the Borrower pursuant to the terms hereof by an Authorized Officer of the I-Bank, and each such disbursement shall be recorded by an Authorized Officer of the I-Bank on the table attached as Exhibit A-2 hereto; and (ii) on the date of issuance of this Note, a disbursement shall be made and shall be recorded by an Authorized Officer of the I-Bank on the table attached as Exhibit A-2 hereto in the amount recorded thereon, with such disbursement (and any subsequent and supplemental disbursements made pursuant to Exhibit B hereto, as Exhibit B may hereafter be amended or supplemented as provided by the provisions hereof) being made for the purpose of funding fifty percent (50%) of the Administrative Fee and paid by the I-Bank on behalf of the Borrower directly to the NJDEP in satisfaction of the provisions hereof. The Borrower further acknowledges and agrees that the remaining unpaid balance of the Administrative Fee shall be due and payable on the Maturity Date or as otherwise established by the I-Bank pursuant to the Anticipated Financing Program.

(c) On the Maturity Date or, with respect to the payment of all or a portion of the Interest, on the applicable Payment Date(s) as and to the extent provided herein, the Borrower shall repay the Loan to the I-Bank in an amount equal to: (i) the Principal; (ii) the Interest then due and owing pursuant to the provisions of this Note; and (iii) any other amounts then due and owing pursuant to the provisions of this Note. The Borrower may prepay the Loan obligations hereunder, in whole or in part, upon receipt of the prior written consent of an Authorized Officer of the I-Bank. Each payment made to the I-Bank shall be applied to the payment of, first, the Interest then due and payable, second, the Principal, third, any late charges, and, finally, any other amount then due and payable pursuant to the provisions of this Note. In the event that the repayment obligation set forth in this Note is received by the I-Bank later than the Maturity Date or the Payment Date, as the case may be, a late fee shall be payable to the I-Bank in an amount equal to the greater of twelve percent (12%) per annum or the prime rate as published in the Wall Street Journal on the Maturity Date or the Payment Date, as the case may be, plus one half of one percent per annum on such late payment from the Maturity Date or the Payment Date, as the case may be, to the date it is actually paid; provided, however, that any late payment charges incurred hereunder shall not exceed the maximum interest rate permitted by law.

(d) Notwithstanding the provisions of this Note to the contrary with respect to the funding, pursuant to Section 4(a) hereof, of any Loan Disbursement Requisition relating to all or any portion of the Project, the Borrower hereby acknowledges and agrees, as follows: (i) the I-Bank shall not, and shall not be required to, commit funds, pursuant to the Water Bank Construction Financing Program of the I-Bank, to any portion of the Project until such time as the particular portion of the Project in question has been certified for funding by the NJDEP; (ii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to Section 4(a) hereof unless and until the portion of the Project to which such Loan Disbursement

Requisition relates has been certified for funding by the NJDEP; (iii) no Loan Disbursement Requisition shall be approved by the I-Bank for disbursement pursuant to Section 4(a) hereof unless and until the Appropriation Condition has been satisfied to an extent and in an amount that is sufficient to fund, in the aggregate, the particular Loan Disbursement Requisition in question and all prior Loan Disbursement Requisitions; and (iv) the I-Bank has no obligation pursuant to this Note to make all or any portion of any Loan Disbursement Requisition disbursement pursuant to the provisions of Section 4(a) hereof if the Borrower lacks the authority to pay interest on this Note in an amount equal to the Interest Rate.

SECTION 5. Unconditional Obligations. The obligation of the Borrower to make the Loan repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein shall be absolute and unconditional, and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner whatsoever while any Loan repayments, or any other payments due hereunder, remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or Environmental Infrastructure System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the I-Bank to perform and observe any agreement or any duty, liability or obligation arising out of this Note, or any rights of set-off, recoupment, abatement or counterclaim that the Borrower might have against the I-Bank or any other party; provided, however, that payments hereunder shall not constitute a waiver of any such rights.

SECTION 6. Events of Default. The following events shall constitute an “Event of Default” hereunder: (i) failure by the Borrower to pay, when due, any and all of its Loan repayment obligations hereunder, and any other payment obligations due hereunder; (ii) failure by the Borrower to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed pursuant to the terms of this Note; (iii) any representation made by the Borrower contained in this Note or in any instrument furnished in compliance with or with reference to this Note is false or misleading in any material respect; and (iv) a petition is filed by or against the Borrower under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Note or thereafter enacted, unless in the case of any such petition filed against the Borrower such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal, or the Borrower shall become insolvent or bankrupt or shall make an assignment for the benefit of its creditors, or a custodian of the Borrower or any of its property shall be appointed by court order or take possession of the Borrower or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

SECTION 7. Remedies upon Event of Default. Whenever an Event of Default shall have occurred and be continuing pursuant to the terms hereof, the Borrower hereby acknowledges and agrees to the rights of the I-Bank to take any action permitted or required at law or in equity to collect the amounts then due and thereafter to become due hereunder or to enforce the observance and performance of any duty, covenant, obligation or agreement of the Borrower

hereunder. If an Event of Default shall have occurred, the Borrower hereby acknowledges and agrees that the I-Bank shall have the right to (i) immediately cease disbursements of the proceeds of the Loan, and/or (ii) declare all Loan repayments and all other amounts due hereunder to be due and payable immediately without further notice or demand. The Borrower hereby acknowledges and agrees that no remedy herein is intended to be exclusive, and every remedy shall be cumulative and in addition to every other remedy given under this Note or now or hereafter existing at law or in equity. The Borrower hereby further acknowledges and agrees that no delay or omission by the I-Bank to exercise any remedy or right accruing upon any Event of Default shall impair any such remedy or right or shall be construed to be a waiver thereof, but any such remedy or right may be exercised as often as may be deemed expedient. The Borrower hereby further acknowledges and agrees that, pursuant to the "New Jersey Infrastructure Bank Credit Policy", adopted by the Board of Directors of the I-Bank, and as further amended and supplemented from time to time (the "Credit Policy"), during such time as an Event of Default has occurred and is continuing hereunder, the Borrower shall be ineligible for additional financial assistance from the I-Bank (including, without limitation, long-term financing through the Anticipated Financing Program), in addition to certain other consequences set forth in the Credit Policy. The Borrower hereby agrees that upon demand it shall pay to the I-Bank the reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of in-house counsel and legal staff) incurred in the collection of Loan repayments or any sum due hereunder or in the enforcement of the observation or performance of any obligations or agreements of the Borrower upon an Event of Default. Any moneys collected by the I-Bank pursuant to this Section 7 shall be applied first to pay any attorneys' fees or other fees and expenses owed by the Borrower.

SECTION 8. Certain Miscellaneous Provisions. The Borrower hereby acknowledges and agrees as follows: (a) all notices hereunder shall be deemed given when hand delivered or when mailed by registered or certified mail, postage prepaid, to the Borrower at the following address: The Township of Lower Municipal Utilities Authority, 2900 Bayshore Rd, Villas, New Jersey 08251, Attention: Executive Director; and to the I-Bank at the following address: New Jersey Infrastructure Bank, 3131 Princeton Pike, Building 4, Suite 216, Lawrenceville, New Jersey 08648-2201, Attention: Executive Director; (b) this Note shall be binding upon the Borrower and its successors and assigns; (c) in the event any provision of this Note is held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof; (d) the obligations of the Borrower pursuant to the terms of this Note may not be assigned by the Borrower for any reason, unless the I-Bank shall have approved said assignment in writing; (e) this Note may not be amended, supplemented or modified without the prior written consent of the I-Bank; (f) this Note shall be governed by and construed in accordance with the laws of the State; (g) the Borrower shall, at the request of the I-Bank, execute and deliver such further instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Note; (h) whenever the Borrower is required to obtain the determination, approval or consent of the I-Bank pursuant to the terms hereof, such determination, approval or consent may be either granted or withheld by the I-Bank in its sole and absolute discretion; and (i) consistent with the provisions of N.J.S.A. 58:11B-13, neither the directors of the I-Bank nor any officers of the I-Bank taking any action with respect to this Loan shall be liable personally with respect to the Loan or any matters or transactions related thereto.

IN WITNESS WHEREOF, the Borrower has caused this Note to be duly executed, sealed and delivered on the date first above written.

**THE TOWNSHIP OF LOWER MUNICIPAL
UTILITIES AUTHORITY**

[SEAL]

ATTEST:

By: _____
[Authorized Officer]

[Board Secretary]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This Note is delivered pursuant to the within-mentioned Borrower Note Resolution.

_____, as Trustee

By: _____
Authorized Signatory

EXHIBIT A-2

Loan Disbursements

[illegible]

CERTIFICATION

I, The undersigned, Board Secretary of The Township of Lower Municipal Utilities Authority (the "Authority"), hereby certifies that the above resolution entitled "RESOLUTION OF THE TOWNSHIP OF LOWER MUNICIPAL UTILITIES AUTHORITY, DETERMINING THE FORM AND OTHER DETAILS OF ITS "NOTE RELATING TO THE WATER BANK FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK", TO BE ISSUED IN THE PRINCIPAL AMOUNT OF UP TO \$7,300,000, AND PROVIDING FOR THE ISSUANCE AND SALE OF SUCH NOTE TO THE NEW JERSEY INFRASTRUCTURE BANK, AND AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH NOTE BY THE TOWNSHIP OF LOWER MUNICIPAL UTILITIES AUTHORITY IN FAVOR OF THE NEW JERSEY INFRASTRUCTURE BANK, ALL PURSUANT TO THE WATER BANK CONSTRUCTION FINANCING PROGRAM OF THE NEW JERSEY INFRASTRUCTURE BANK" was duly adopted by the Authority at a regular meeting of the Authority held on July 2, 2025, duly called and held in accordance with the Open Public Meetings Act, at which meeting a quorum was present and acting throughout, and that such Resolution is a true and correct copy thereof and of the whole appearing in the books and records of the Authority and as of the date hereof such Resolution has not been amended, repealed or revoked but remains in full force and effect on and as of the date hereof.

IN WITNESS WHEREOF, I have set my hand and affixed the official seal of the Authority this ____ day of July, 2025.

**THE TOWNSHIP OF LOWER MUNICIPAL
UTILITIES AUTHORITY**

MELISSA JASINSKI, Board Secretary

(SEAL)

Vincent J. Polistina, PE, PP, CME
Ronald N. Curcio, PE, PP
Jennifer L. Heller, PP, AICP
Charles J. Kaenzig, PE
Matthew F. Doran, PE, PP, PLS, CME
Deborah Wahl, PE, PP, CME



Item # 10
Civil / Municipal Engineering
Site Plan and Subdivision Design
Surveying
Land Use Planning
Water and Wastewater Design
Environmental Consulting
Inspection / Construction Management

July 1, 2025

Via E-mail: sblankenship@ltmua.org

Stephen Blankenship
Executive Director
Lower Township MUA
2900 Bayshore Road,
Villas, NJ 08251

Re: 806 SHUNPIKE

Application Type: For Individual Water &
Sewer System Approval
Block 499.01 , Lots 5.04
Lower Township, Cape May County, NJ

Applicant:

GARY GILBERT
1117 NEW YORK AVE
CAPE MAY, NJ 08204
gggilbert@comcast.net

Owner:

SAME AS ABOVE

Applicant's Engineer:

ENGINEERING DESIGN ASSOCS
VINCENT C ORLANDO
5 CAMBRIDGE DRIVE
OCEAN VIEW, NJ. 08230
TEL : (609) 390-0332
vorlando@engineeringdesign.com

Dear Mr. Blankenship,

Our office is in receipt of an application for a "Individual Water and Sewer System Approval" in which the applicant is seeking LTMUA Preliminary and Final Approval to furnish sanitary sewer to an existing single family residence utilizing a private small diameter force main pumping system. The property is located on the west side of Shunpike between Crawford Road and Town Bank Road, and the Authority currently furnishes public water to the residence.

The following items have been submitted with the application:

- (1) Completed applications for Individual Water and Sewer Approval executed by the applicant on 05/9/25
- (2) Drawing titled "Sewer Connection Plan Block 499.01, Lot 5.04" prepared by Engineering Design Associates dated 5/6/2025 and signed by Joseph Maffei, PE
- (3) Drawing titled "Engineering Details Block 499.01, Lot 5.04" prepared by Engineering Design Associates dated 5/6/2025 and signed by Joseph Maffei, PE

I. Project Description

The plans submitted by the applicant's engineer propose the installation of a simplex (single pump) pumping station on the property in the vicinity of the existing onsite sewage disposal system and a small 1-1/4" diameter force main beginning at the station and terminating with a discharge into the Authority's existing gravity sewer collection system in Crawford Road. The total length of the force main is 463 feet and will require installation across the Shunpike (County Highway) and Crawford Road (Municipal Street) frontage of the neighboring lot to the North. The plans reflect this portion of the main route will be installed within the public right of both of these streets.

II. Sanitary Administrative

- 1) The project will require the purchase of one (1) allocation fee. The current allocation fee is \$1,600.00.
- 2) The facilities installed to service this residence will be entirely privately owned and maintained with the Authority not taking on any responsibilities.
- 3) The drawings and application indicate the property as a single family residence with six (6) bedrooms. Should the applicant operate the property for other than a single family residence, then amended LTMUA approval is needed, and additional allocation purchase may be required.
- 4) The applicant shall procure written approval from Cape May County allowing for a private force main placement within the county's highway right-of-way on Shunpike Road and/or a utility opening permit from Cape May County.
- 5) The applicant shall procure written approval from the Township of Lower allowing for a private force main placement in the township's Crawford Avenue right-of-way. This approval and/or a utility opening permit. The applicant shall also address permission for removal of any existing shrubbery within the township's right of way that may be necessary to facilitate the installation of the force main
- 6) The owner of the property or properties served by the private force main shall execute recordable instruments, acceptable to the Solicitor of the LTMUA, requiring such property owner or owners to maintain or repair the force main with the right of the LTMUA to bill such property owner or owners for the cost of such maintenance or repair of the force main system and the right of the LTMUA to lien such property or properties or terminate service to such property or properties in the event bills for the maintenance

or repair of the force main system are not promptly paid by such property owner or owners. The LTMUA shall determine, in its sole and reasonable discretion, whether the property owner or owners have failed to maintain or repair the force main system properly.

III. Sanitary Sewer Review (Drawings)

- 1) The force main shall include a buried tracer wire with accessible wire terminations at both ends.
- 2) The material and minimum depth of the force main should be specified on the drawings. "DR-11 HDPE" and 42" deep are recommended
- 3) The connection into the existing Authority Manhole shall be detailed on the drawings to indicate the connection shall be core drilled and the annular space sealed with either a retrofit A-Lok connector or a mechanical link seal. The discharge shall sit atop the manhole bench and point downstream.

IV. General Requirements

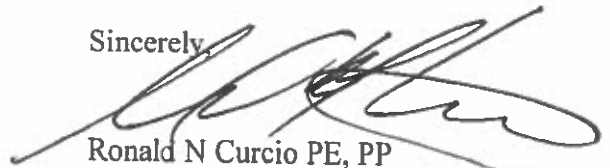
- 1) The applicant shall post inspection fees in the amount of **\$2,000.00**. Amount to be placed in the applicant's escrow account.
- 2) Inspection services will require 48-hour notice to the Engineer's office.
- 3) At the completion of construction and prior to the release of remaining escrowed funds the applicant shall provide the Authority with digitally record information (centimeter accuracy) for all sewer elements based on NAD83 for the horizontal datum and NAD88 for the vertical datum.
- 4) The Authority and/or its Engineer shall have the authority to conduct inspections of all private force mains, both during and after construction.
- 5) The owner of the private force main shall post a performance guarantee prior to the start of construction and thereafter a maintenance guarantee, as required by applicable law.
- 6) The owner of the force main shall provide Lower Township and the LTMUA with an on-call contractor in cases of an emergency. The on-call contractor shall be appointed on an annual basis.
- 7) The owner of the force main shall make arrangements with a private mark-out service to perform mark-outs. A copy of the service agreement shall be filed with the LTMUA.

Subject to the Applicant's agreement to satisfy any outstanding technical issues stated herein and subject to the following conditions, we recommend the Authority grant conditional residential sewer approval for a service involving a small-diameter force main.

- 1) Receipt of Allocation Fees in Item II and satisfactorily resolution of all technical issues in Item III***
- 2) Compliance with General Requirements of Section IV***

Should you have any questions please do not hesitate to call or e-mail me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Ronald N. Curcio', written over a horizontal line.

Ronald N Curcio PE, PP
For Polistina Associates,
Authority Engineer

cc: *Jacqueline Henderson, LTMUA Chair*
M. Jasinski, LTMUA Board Secretary
LTMUA Board Members
Gary Gilbert, applicant
Joe Maffei PE, applicant's engineer

**LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION NO. 96-2025**

**APPROVING THE TERMINATION OF A CONTRACT AWARDED TO
POLISTINA & ASSOCIATES FOR PROFESSIONAL ENGINEERING
SERVICES CONTRACT FOR THE DESIGN OF AN IRON REMOVAL
TREATMENT PLANT AND RELATED SERVICES**

WHEREAS, by Resolution 135-2024 adopted November 6, 2024, the Lower Township Municipal Utilities Authority ("Authority") previously awarded a professional services contract for the design of an iron removal treatment plant and related services in the amount of \$219,000.00; and

WHEREAS, the Authority has determined that the water quality in the Authority's water distribution does not require the need for an iron removal treatment plant at this time; and

WHEREAS, Polistina & Associates has not started design work on the iron removal treatment plant and does not object to the Authority cancelling its engineering contract for same; and

NOW, THEREFORE, BE IT RESOLVED, by the Members of the Lower Township Municipal Utility Authority, in the County of Cape May and State of New Jersey that the contract with Polistina & Associates for the design of an iron removal treatment plant and related services is hereby terminated.

RESOLUTION NO. 96-2025

		BITTING	HENDERSON	RECHNER	RIDGWAY	STEERE
MOTION		X				
SECOND				X		
AYES		X	X	X	X	X
NAY						
ABSENT						
ABSTAIN						

I hereby certify that the foregoing is a true and exact copy of a resolution introduced and adopted by the Township of Lower Municipal Utilities Authority at a meeting held on July 2, 2025.


Melissa Jasinski, Authority Secretary

**LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION NO. 97-2025**

**AUTHORIZING THE ADVERTISEMENT FOR RECEIPT OF BIDS FOR
THE DIAMOND BEACH PUMP STATION FORCE MAIN VALVE VAULTS
REHABILITATION PROJECT**

WHEREAS, the Lower Township Municipal Utilities Authority ("Authority") has determined that the valve vaults on the Diamond Beach Pump Station Force Main require repairs and improvements ("Project"); and

WHEREAS, Authority previously awarded an engineering contract with Polistina & Associates to design the necessary repairs and improvements; and

WHEREAS, this Project will be funded through the Authority's Sewer Capital Improvement Fund; and

WHEREAS, the price of the Project is anticipated to exceed the current bid threshold, and is therefore required to be bid under a formal process pursuant to Local Public Contract Law N.J.S.A. 40A:11-3 et seq.

NOW, THEREFORE, BE IT RESOLVED, on this 2nd day of July 2025, that the Lower Township Municipal Utilities Authority does hereby authorize advertisement for the receipt of bids for the repairs and improvements to the valve vaults on the Diamond Beach Pump Station Force Main ("Project").

BID ADVERTISEMENT DATE

No Later Than July 10, 2025

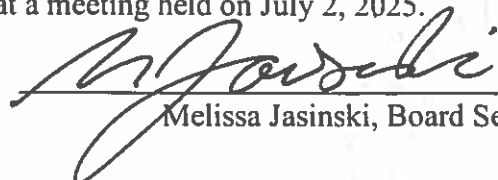
BID OPENING DATE

July 31, 2025

RESOLUTION NO. 97-2025

		BITTING	HENDERSON	RECHNER	RIDGWAY	STEERE
MOTION				X		
SECOND			X			
AYES		X	X	X	X	X
NAY						
ABSENT						
ABSTAIN						

I hereby certify that the foregoing is a true and exact copy of a resolution introduced and adopted by the Township of Lower Municipal Utilities Authority at a meeting held on July 2, 2025.


Melissa Jasinski, Board Secretary

LOWER TOWNSHIP



A

MUNICIPAL UTILITIES AUTHORITY

LOWER



B

TOWNSHIP

LOWER TOWNSHIP



C

MUNICIPAL UTILITIES AUTHORITY

LOWER



D

TOWNSHIP

Note:

Designs copyright of TankLOGOS.com LLC.
(LOGOS) PROPERTY OF OWNER).

Not for competitor or any other use.

Patterns must be purchased from TankLOGOS.com LLC.



Tim Donovan | Owner
106 Mission Ct STE 1201
Franklin, TN 37067
615.473.0272 tel
888.492.1831 fax
Tim@TankLOGOS.com

Client: USCI

Design: Lower Twp MUA logos AD

Revision Date:

First Print Date: 02-03-25

Scale: NTS

Please sign, copy/dt of this drawing and accompanying estimate if approved and return or fax to begin work.

Signature

APPROVED ☐ DATE

APPROVED AS NOTED ☐ DATE

REVISE + RESUBMIT ☐ DATE

Colors shown are close approximations due to uncontrollable variations in output device, lighting conditions and other factors. Colors may vary from those shown on screen. All colors are provided as a visualization aid. This design is copyright of TankLOGOS.com. Any unauthorized use of this drawing without exclusive permission from TankLOGOS.com is prohibited.

Tank Reservoir Elevation

Planar measurements of graphics.

Tank measurements shown are based on a typical 500k gallon CB&I Pedisphere tank.

Owner / Engineer / Contractor should verify all measurements prior to final approvals and production.

Quantity: (1) side.

Exact orientation / vertical placement to be determined / verified in the field by owner / engineer.



Black



Green
(exact color to be provided by owner)



Blue
(exact color to be provided by owner)



to be determined

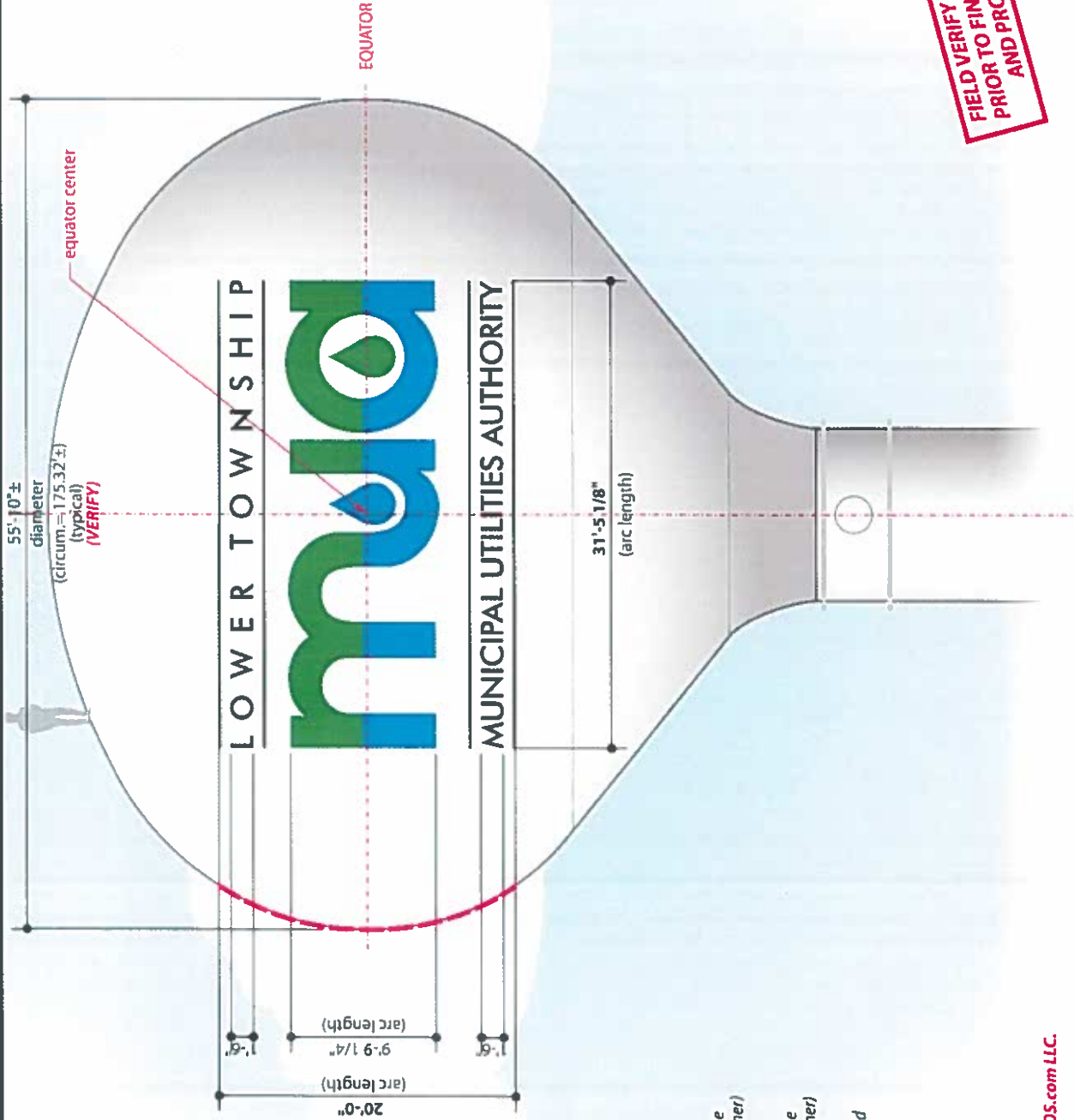
Note:

Designs copyright of TankLOGOS.com LLC.
(LOGO(S) PROPERTY OF OWNER).

Not for competitor or any other use.

Patterns must be purchased from TankLOGOS.com LLC.

Tim Donovan | Owner
106 Mission Ct STE 1201
Franklin, TN 37067
615.473.0272 tel
888.492.1831 fax
Tim@TankLOGOS.com



**FIELD VERIFY TANK SIZING
PRIOR TO FINAL APPROVAL
AND PRODUCTION.**

Please sign copy(s) of this drawing and accompanying estimate if approved and return or fax to begin work.

Signature

APPROVED ☐ DATE

APPROVED AS NOTED ☐ DATE

REVISE + RESUBMIT ☐ DATE

Client: USC

Design: Village NU Bayshore Rd MILLMAN SWING CRIPED NO

Revision Date: 02-03-25

First Print Date: 3/32"=1'-0" ±

Scale: 3/32"=1'-0" ±

PAGE

1 OF 1

Colors shown are close approximations due to uncontrollable variations in output device, lighting conditions and media viewed on. Refer to color calibration sheets for color calibration. All measurements are approximate. This design is copyright of TankLOGOS.com. Any unauthorized use of this drawing without exclusive permission from TankLOGOS.com is prohibited.

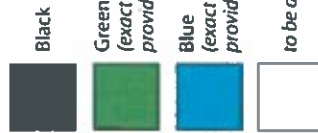
Tank Reservoir Elevation

Planar measurements of graphics.

Tank measurements shown are based on a typical 750K Fluted Column storage tank.

Owner / Engineer / Contractor should verify all measurements prior to final approvals and production.

Quantity: (1) side.
Orientation to be determined / verified in the field by owner / engineer.



Note: Designs copyright of TankLOGOS.com LLC.

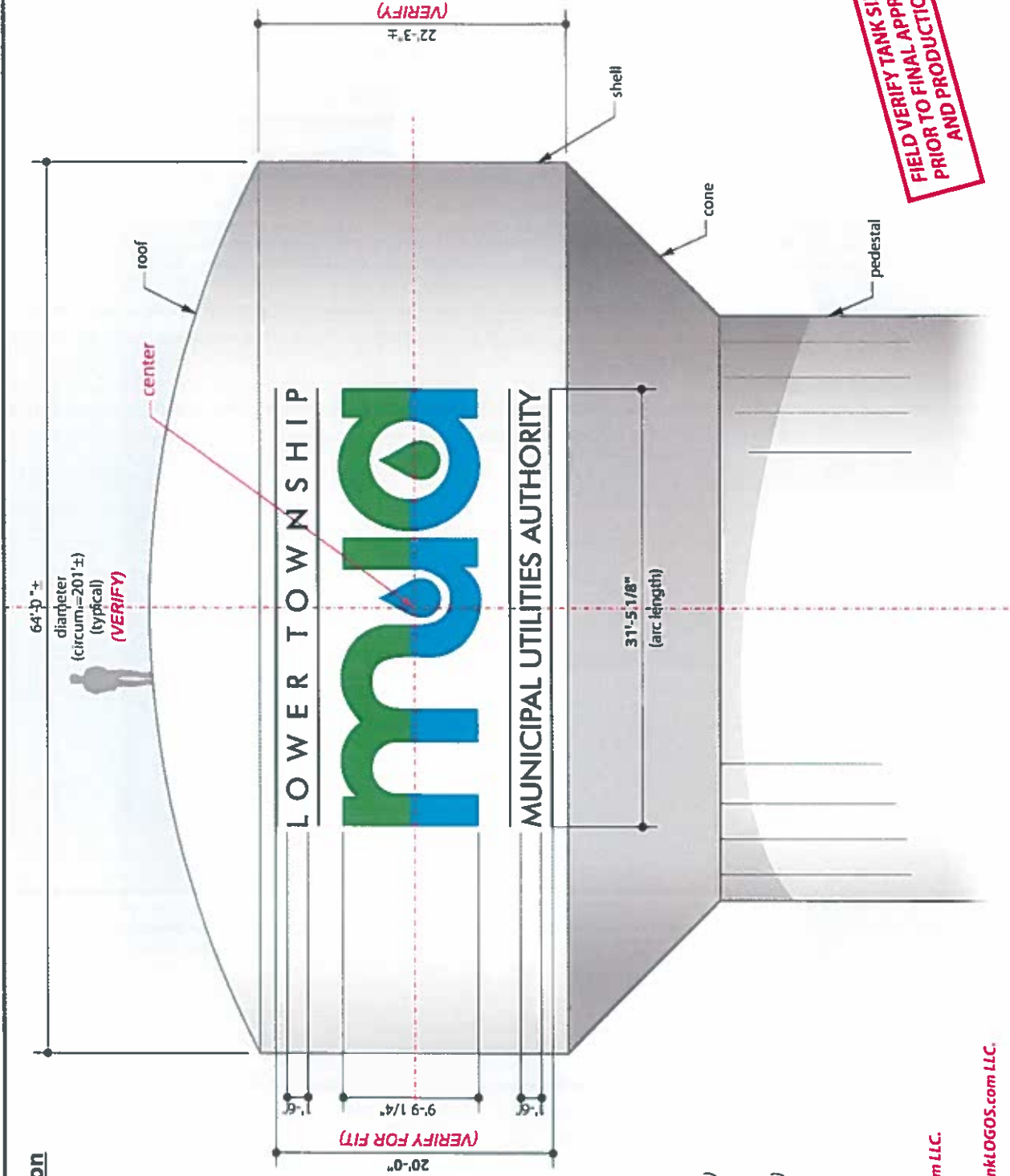
(LOGO(S) PROPERTY OF OWNER).

Not for competitor or any other use.

Patterns must be purchased from TankLOGOS.com LLC.



Tim Donovan | Owner
106 Mission Ct STE 1201
Franklin, TN 37067
615.473.0272 tel
888.492.1831 fax
Tim@TankLOGOS.com



Please sign copy(s) of this drawing and accompanying estimate if approved and return or fax to begin work.

Signature

APPROVED ☐ DATE

APPROVED AS NOTED ☐ DATE

REVISE + RESUBMIT ☐ DATE

Client: USC

Design: Rio Grande NJ Department of Airport & Seaport

Revision Date: 02-03-25

First Print Date: 3/32"=1'-0" ±

Scale: 3/32"=1'-0" ±

Colors shown are close approximations due to uncontrollable variations in output devices, lighting conditions and media viewed on. Refer to color calibration sheet for all reproduction. This drawing is a reproduction of the design and is not a final design. Any unauthorized use of this drawing without exclusive permission from TankLOGOS.com is prohibited.

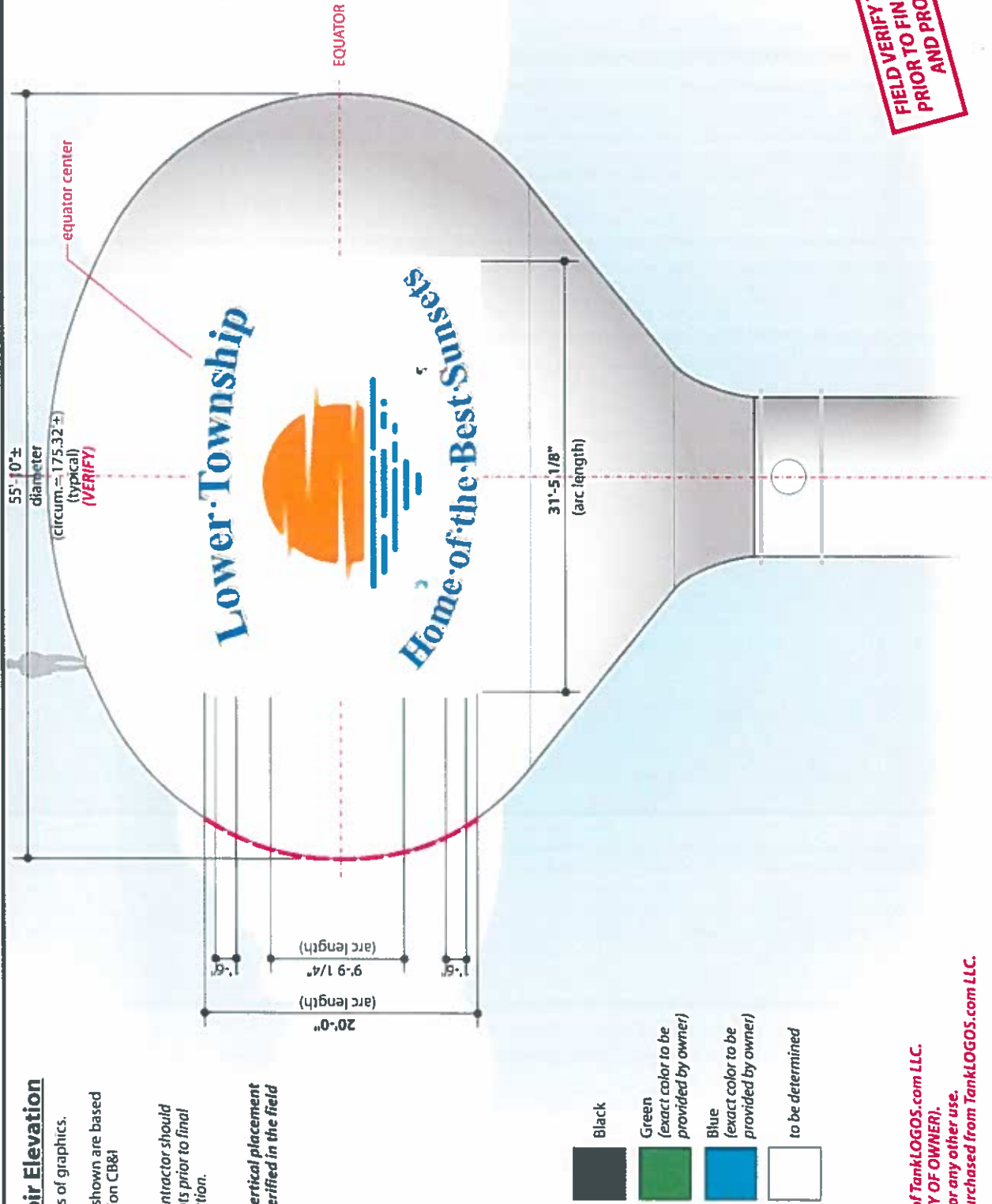
Tank Reservoir Elevation

Planar measurements of graphics.

Tank measurements shown are based on a typical 500k gallon CB&I Pedesphere tank.

Owner / Engineer / Contractor should verify all measurements prior to final approvals and production.

Quantity: (1) side.
Exact orientation / vertical placement to be determined / verified in the field by owner / engineer.



Black

Green
(exact color to be provided by owner)

Blue
(exact color to be provided by owner)

to be determined

Note:
Designs copyright of TankLOGOS.com LLC.
(LOGO(S) PROPERTY OF OWNER).

Not for competitor or any other use.
Patterns must be purchased from TankLOGOS.com LLC.

Tim Donovan | Owner
106 Mission Ct STE 1201
Franklin, TN 37067
615.473.0272 tel
888.492.1831 fax
Tim@TankLOGOS.com



Client: USC
Design: Vance NJ Bayshore Rd MILLMAN SONG CHIPED NJ
Revision Date: 02-03-25
First Print Date: 02-03-25
Scale: 3/32"=1'-0"±

Please sign copy(s) of this drawing and accompanying estimate if approved and return or fax to begin work.

Signature

APPROVED ☐ DATE

APPROVED AS NOTED ☐ DATE

REVISE + RESUBMIT ☐ DATE

Colors shown are close approximations due to uncontrollable variations in output device lighting conditions and media viewed on. Refer to color calibration and specifications. All rendering produced as a representation of the design is copyright of TankLOGOS.com. Any unauthorized use of this drawing without exclusive permission from TankLOGOS.com is prohibited.

