

Lower Township MUA

2900 Bayshore Road • Villas, New Jersey 08251

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

www.LTMUA.org



October 1, 2025
AGENDA- Revised

- 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: September 3, 2025 Regular Minutes
2. Approval of Bills
 - a. **Resolution No. 125-2025 \$49,966.69** Operating Account (Authorizes payment of operating expenses up to \$50,000)
 - b. **Resolution No. 126-2025 \$455,258.70** Excess operating account (Authorizes payment of operating expenses in excess of \$50,000)
3. **Resolution No. 127-2025** Authorizing Transfer from the Sturdy Capital Improvement Fund Account to Sturdy Operating Account. For Payment of **Sewer** Capital items in the amount of **\$99,760.50**
4. **Resolution No. 128-2025** Authorizing Transfer from the Sturdy Capital Improvement Fund Account to Sturdy Operating Account. For Payment of **Water** Capital items in the amount of **\$124,911.38**
5. **Resolution No. 129-2025** Customer Change Resolution Approving Reductions to Accounts

REGULAR AGENDA

6. **Resolution No. 130-2025-** Approving a USDA CDBG Section 504 Grievance Procedure
7. **Resolution No. 131-2025-** Approving the Second Amendment to the Contract with the Utility Service Company for New Logos at the Millman Water Tank
8. **Resolution No. 132-2025-** Authorizing the Advertisement of a Rate Schedule Hearing
9. **Resolution No. 133-2025-** Ratifying the Late Introduction and Submission of the 2026 Budget
10. **Resolution No. 134-2025-** Introduction of the Authority's 2026 Budget
11. **Resolution No. 135-2025-** Awarding a Contract to Sherwood Logan for the Maintenance/Service of the Authority's Centrifuge
12. **Resolution No. 136-2025-** Awarding a Contract to Sherwood Logan for the Rebuild of the Authority's Rotary Press
13. **Administrative Reports**
 - Solicitor
 - Engineer
 - Financial Report
 - Executive Director
14. **Call to the Public**
15. **Board Comments**

**LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION NO. 125-2025**

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 \$49,966.69 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. 125-2025

	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 October 1, 2025.



 Melissa Jasinski, Board Secretary

**LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION NO. 126-2025**

**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 **\$455,258.70** 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. 126-2025

	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 October 1, 2025.


 Melissa Jasinski, Board Secretary

**LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION NO. 127-2025**

**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:

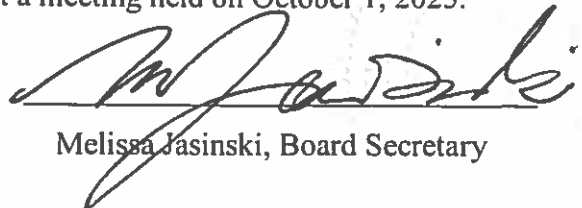
CAPITAL SEWER ITEMS

WWTP Captial Improvement Study- Buchart Horn- Engineering	\$6,650.00
Administrative Work Stations- Affordable Interior Systems	\$7,417.63
Transducers & Controllers - Complete Control Services	\$6,912.00
Pump Station Rehabilitation- Polistina & Associates, LLC	\$9,049.00
Townbank Road Phase II- Polistina & Associates, LLC	\$711.00
Diamond Beach Force Main Rehabilitation- Polistina & Associates, LLC	\$735.00
Main Repair Quote Bids- Polistina & Associates, LLC	\$140.00
Emergency Sewer FM Repair- Perna Finnigan	\$21,316.76
Emergency Sewer FM Repair- Perna Finnigan	\$18,721.83
Town Bank Road Emergency Repair- Perna Finnigan	\$28,107.28
Total	\$99,760.50

RESOLUTION NO. 127-2025

	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 October 1, 2025.


 Melissa Jasinski, Board Secretary

**LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION NO. 128-2025**

**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:

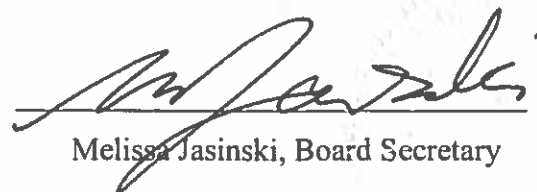
CAPITAL WATER ITEMS

Administrative Work Stations- Affordable Interior Systems	\$7,417.63
NCM Water Main Replacement Project- DeBlasio & Associates- Engineering Phase I	\$265.00
NCM Water Main Replacement Project- DeBlasio & Associates- Construction Phase I	\$935.00
NCM Water Main Replacement Phase II- DeBlasio & Associates- Engineering Phase II	\$31,838.75
Meter Pit Cables & Radios- Core & Main- Meter Replacement Project	\$18,800.00
USDA East Villas Phase I Principal - USDA, Rural Development- WEP Payment	\$32,946.03
USDA East Villas Phase I Interest - USDA, Rural Development- WEP Payment	\$32,708.97
Total	\$124,911.38

RESOLUTION NO. 128-2025

	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 October 1, 2025.


 Melissa Jasinski, Board Secretary

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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 October 1, 2025.

Jacqueline Henderson

Jacqueline H. Henderson

James P. Ridgway

James P. Ridgway

Harrison A. Bitting

Harrison A. Bitting

Karen Rechner

Karen Rechner

Bryan Steere

Bryan Steere

PREPAY AND EFT ITEMS: October 1, 2025 Meeting		
Medical Active Employees		\$53,176.75 EFT
Medical Retired Employees		\$20,662.22 EFT
Delta Dental		\$2,362.07 EFT
Enterprise		\$6,770.50 EFT
Comcast		\$307.60 EFT
Google Workspace		\$385.00 EFT
NJ DEP Payment		\$1,580.00 EFT
Anco Ace Hardware- August Purchases		\$1,058.89 EFT
UPS Ground Delivery Charges		\$230.67 EFT
AC Electric- WWTP Electric Account		\$27,511.23 ck # 47972
GSRP Project Holdings I, LLC- Solar Energy		\$2,647.15 ck # 47973
MGL Printing Solutions, LLC- Hydrant Flushing Print & Mail		\$7,027.59 ck # 47974
	Total of the Pre Pay Items	\$123,719.67
CAPITAL SEWER ITEMS		
WWTP Captial Improvement Study- Buchart Horn- Engineering		\$6,650.00
Administrative Work Stations- Affordable Interior Systems		\$7,417.63
Transducers & Controllers - Complete Control Services		\$6,912.00
Pump Station Rehabilitation- Polistina & Associates, LLC		\$9,049.00
Townbank Road Phase II- Polistina & Associates, LLC		\$711.00
Diamond Beach Force Main Rehabilitation- Polistina & Associates, LLC		\$735.00
Main Repair Quote Bids- Polistina & Associates, LLC		\$140.00
Emergency Sewer FM Repair- Perna Finnigan		\$21,316.76
Emergency Sewer FM Repair- Perna Finnigan		\$18,721.83
Town Bank Road Emergency Repair- Perna Finnigan		\$28,107.28
	Total	\$99,760.50
CAPITAL WATER ITEMS		
Administrative Work Stations- Affordable Interior Systems		\$7,417.63
NCM Water Main Replacement Project- DeBlasio & Associates- Engineering Phase I		\$265.00
NCM Water Main Replacement Project- DeBlasio & Associates- Construction Phase I		\$935.00
NCM Water Main Replacement Phase II- DeBlasio & Associates- Engineering Phase II		\$31,838.75
Meter Pit Cables & Radios- Core & Main- Meter Replacement Project		\$18,800.00
USDA East Villas Phase I Principal - USDA, Rural Development- WEP Payment		\$32,946.03
USDA East Villas Phase I Interest - USDA, Rural Development- WEP Payment		\$32,708.97
	Total	\$124,911.38
	Total of the Bill List	\$606,177.60
Polydyne, Inc.- Polymer Clarifloc		\$24,794.00
Atlantic Cape Community College- Professional Development		\$5,097.00
CMC Fleet Maintenance- August 2025 Fuel Usage		\$4,144.00
JSH International, LLC - BAE		\$4,125.00
Jet Vac Equipment, LLC		\$11,806.69
OPERATING ACCOUNT		\$49,966.69
EXCESS OPERATION ACCOUNT		\$455,258.70
Total of Bill List and Pre Paid		\$729,897.27
Total of all Resolutions		\$729,897.27

October 2025 Bill List Capital Expenses

A	B	C	D	E	F
Account	Description	PO #	Vendor Name	Item Description	Amount
3	05-55-300-120	25-00676	Buchart Horn	Engineering	\$6,650.00
4	05-55-202-100	25-00578	Affordable Interior Systems	Work Stations	\$7,417.63
5	05-60-200-107	25-00579	Affordable Interior Systems	Work Stations	\$7,417.63
6	05-60-100-801	25-00726	DeBlasio & Associates	Engineering Phase I	\$265.00
7	05-60-100-803	25-00726	DeBlasio & Associates	Construction Phase I	\$935.00
8	05-60-100-810	25-00729	DeBlasio & Associates	Engineering Phase II	\$31,838.75
9	05-60-200-401	25-00685	Core & Main	Meter Replacement Project	\$18,800.00
10	05-55-100-204	25-00672	Complete Control Services	Transducers & Controllers	\$6,912.00
11	05-55-100-204	25-00751	Polistina & Associates, LLC	Pump Station Rehab.	\$9,049.00
12	05-55-400-100	25-00752	Polistina & Associates, LLC	Townbank Road Phase II	\$711.00
13	05-55-400-105	25-00754	Polistina & Associates, LLC	Diamond Beach FM Rehab.	\$735.00
14	05-55-400-105	25-00753	Polistina & Associates, LLC	Main Repair Quote Bids	\$140.00
15	05-55-400-105	25-0700	Perna Finnigan	Emergency Repair	\$21,316.76
16	05-55-400-105	25-0701	Perna Finnigan	Emergency Repair	\$18,721.83
17	05-55-400-105	25-00732	Perna Finnigan	Emergency Repair	\$28,107.28
18	05-60-580-515	25-00734	USDA, Rural Development	East Villas Phase I WEP Payment	\$32,946.03
19	05-60-580-516	25-00734	USDA, Rural Development	East Villas Phase I WEP Payment	\$32,708.97

P.O. Type: All
 Range: First to Last
 Format: Condensed
 Vendors: All
 Rcvd Batch Id Range: First to Last

Open: N Paid: N Void: N
 Rcvd: Y Held: Y Aprv: N
 Bid: Y State: Y Other: Y Exempt: Y

Include Non-Budgeted: Y Prior Year Only: N

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
AAT01	AMERICAN AQUATIC TESTING, INC.	25-00717	09/23/25	96 Hour Acute Toxicity Test	Open	1,300.00	0.00		
AIS01	AFFORDABLE INTERIOR SYSTEMS	25-00578	07/31/25	Administrative work Stations	Open	14,835.26	0.00		
ANC02	ANCO ACE HARDWARE	25-00712	09/22/25	July 2025 Purchases	Open	55.21	0.00		
APC01	A.P. CERTIFIED TESTING LLC	25-00682	09/08/25	Backflow Test	Open	395.00	0.00		
ARM01	ARMBRUSTER, CATHRYN	25-00737	09/26/25	Reimbursement Medicare Part B	Open	555.00	0.00		
ATL06	ATL. CAPE COMMUNITY COLLEGE	25-00690	09/11/25	Professional Development	Open	5,097.00	0.00		
BIL03	BILLOWS ELECTRIC SUPPLY CO INC	25-00669	09/03/25	THHN Wire for Mixer	Open	762.96	0.00		
		25-00706	09/18/25	Ballast & Bulbs	Open	228.00	0.00		
						990.96			
BLANK01	STEPHEN R. BLANKENSHIP	25-00733	09/26/25	Reimbursement	Open	5,766.24	0.00		
CCS01	COMPLETE CONTROL SERVICES, INC.	25-00609	08/11/25	Pressure Transmitter	Open	2,473.21	0.00		
		25-00619	08/15/25	AGM Signal Isolators	Open	672.00	0.00		
		25-00672	09/04/25	Transducers & Controllers	Open	6,912.00	0.00		
						10,057.21			
CIN01	CINTAS CORPORATION	25-00688	09/11/25	First Aid Supplies	Open	125.85	0.00		
CMC02	CMC FLEET MAINTENANCE	25-00698	09/16/25	August 2025 Fuel Usage	Open	4,144.00	0.00		
CNM01	CORE & MAIN LP	25-00615	08/14/25	1" Meters	Open	3,108.00	0.00		
		25-00685	09/09/25	Meter Pit Cables & Pit Radios	Open	18,800.00	0.00		
						21,908.00			
COM06	COMCAST	25-00735	09/26/25	Internet - 101 Fishing Creek	Open	390.98	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
CON03	ATLANTIC CITY ELECTRIC	25-00744	09/29/25	Electric Accounts	Open	27,300.09	0.00		
CON05	CONTRACTOR SERVICE INC	25-00724	09/25/25	XL Gloves	Open	657.00	0.00		
DEB02	DEBLASIO & ASSOCIATES	25-00726	09/25/25	NCM Water Main Replacement	Open	1,200.00	0.00	C2023002	C
		25-00728	09/25/25	Preliminary GIS Services	Open	10,000.00	0.00		
		25-00729	09/25/25	NCM WM Replacement - Phase II	Open	<u>31,838.75</u>	0.00	C2025002	C
						43,038.75			
DEM01	DEMARCAANTONIO, CARL M	25-00740	09/26/25	Reimbursement of Medicare Pt B	Open	1,110.00	0.00		
DUN01	DUNN, WILLIAM	25-00748	09/29/25	Cell Phone Stipend	Open	324.00	0.00		
EMI01	OBERKOFER, EMILY	25-00738	09/26/25	Reimbursement Medicare Part B	Open	555.00	0.00		
ENI01	ENVIRONMENTAL RESOURCE ASSOCIA	25-00650	08/28/25	pH & Total Residual Chlorine	Open	290.56	0.00		
FEC01	FILTER EQUIPMENT CO. INC.	25-00613	08/14/25	Filters for Pump Stations	Open	936.00	0.00		
FRI01	MICHAEL FRITSCH	25-00749	09/29/25	Cell Phone Stipend	Open	324.00	0.00		
GPS01	GPS PLUMBING, INC.	25-00708	09/18/25	Refund	Open	99.00	0.00		
GSR01	GSRP PROJECT HOLDINGS I, LLC	25-00694	09/12/25	Solar Energy	Open	3,491.70	0.00		
		25-00711	09/22/25	Solar Energy - Garage	Open	<u>639.51</u>	0.00		
						4,131.21			
GTM01	GROFF TRACTOR MID ATLANTIC LLC	25-00680	09/08/25	580SN Backhoe Field Service	Open	1,279.63	0.00		
HER01	HERALD-NEWSPAPER SEA WAVE CORP	25-00696	09/12/25	Audit Synopsis	Open	244.95	0.00		
HOP01	HOPP, JOHN	25-00741	09/26/25	Reimbursement of Medicare Pt B	Open	1,110.00	0.00		
HOW02	MATTHEWS, HOWARD	25-00747	09/29/25	Cell Phone Stipend	Open	324.00	0.00		
JOH01	CHEW, JOHN	25-00739	09/26/25	Reimbursement of Medicare Pt B	Open	1,110.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
JSH01	JSH INTERNATIONAL, LLC	25-00742	09/26/25	BAE	Open	4,125.00	0.00		
JVE01	JET VAC EQUIPMENT, LLC	25-00499	06/27/25	Cables for Video Truck	Open	11,806.69	0.00		
KEE01	KEEN COMPRESSED GAS COMPANY	25-00681	09/08/25	Cylinder Rental	Open	286.97	0.00		
KIN01	KINDLE FORD INCORPORATED	25-00692	09/11/25	Lamp Grommet	Open	14.00	0.00		
KUE01	KUEHNE CHEMICAL CO., INC.	25-00731	09/25/25	Sodium Hypochlorite 9/10/25	Open	9,498.06	0.00		
LIS01	GIANGIACOMO, ELISA	25-00736	09/26/25	Reimbursement Medicare Part B	Open	740.00	0.00		
LSS01	TELESYSTEM	25-00703	09/16/25	Phone Accounts	Open	5,555.42	0.00		
MCF01	MCFEETERS, ERIN	25-00750	09/29/25	Expense Reimbursement	Open	107.64	0.00		
MELB01	JASINSKI, MELISSA	25-00746	09/29/25	Cell Phone Stipend	Open	324.00	0.00		
MLF01	THE MORRIS LAW FIRM	25-00710	09/22/25	Legal Services	Open	2,787.69	0.00		
MUA04	CMCMUA -GRIT & RAGS	25-00716	09/22/25	Grit & Rags Disposal	Open	791.60	0.00		
MUA06	CMCMUA - SLUDGE PROCESSING	25-00707	09/18/25	August 2025 Sludge Processing	Open	57,801.83	0.00		
NDG01	NEHMAD, DAVIS & GOLDSTEIN	25-00722	09/25/25	Legal Services 07/01-08/31/25	Open	245.00	0.00		
NT001	NATIONAL TANK OUTLET	25-00543	07/17/25	Hypo. Transfer Tank	Open	1,830.00	0.00		
NVA01	NATIONAL VISION ADMINISTRATORS	25-00725	09/25/25	Group Vision Coverge	Open	256.15	0.00		
ONE03	ONE CALL CONCEPTS INC	25-00683	09/08/25	Markouts - August 2025	Open	763.50	0.00		
		25-00684	09/08/25	Del Haven Markouts - August	Open	46.80	0.00		
		25-00687	09/10/25	Del Haven Markouts - June 2023	Open	<u>126.91</u>	0.00		
						937.21			
PFI01	PERNA FINNIGAN, INC	25-00700	09/16/25	Emergency Sewer FM Repair	Open	21,316.76	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
PFI01	PERNA FINNIGAN, INC				Continued				
		25-00701	09/16/25	Emergency Sewer FM Repair	Open	18,721.83	0.00		
		25-00732	09/25/25	Town Bank Road Emergency	Open	<u>28,107.28</u>	0.00		
						68,145.87			
PIE01	PG & S PAYROLL SERVICES, LLC								
		25-00699	09/16/25	Payroll Services	Open	220.50	0.00		
PIE06	STEVEN PIERCE								
		25-00745	09/29/25	Cell Phone Stipend	Open	124.00	0.00		
POL03	POLYDYNE INC.								
		25-00702	09/16/25	Polymer Clarifloc C-9530	Open	3,542.00	0.00		
		25-00704	09/17/25	Polymer Clarifloc	Open	14,168.00	0.00		
		25-00730	09/25/25	Polymer Clarifloc	Open	<u>7,084.00</u>	0.00		
						24,794.00			
POLO5	POLISTINA & ASSOCIATES, LLC								
		25-00751	09/29/25	Pump Station Rehabilitation	Open	9,049.00	0.00		
		25-00752	09/29/25	Townbank Road Phase II	Open	711.00	0.00		
		25-00753	09/29/25	Main Repair Quote Bids	Open	140.00	0.00		
		25-00754	09/29/25	Diamond Beach Force Main Rehab	Open	735.00	0.00		
		25-00755	09/29/25	Tampa Avenue Easement	Open	<u>780.00</u>	0.00		
						11,415.00			
PRE01	PRESS OF ATLANTIC CITY								
		25-00709	09/22/25	2023 Synopsis of Audit	Open	213.63	0.00		
QUA02	QUADIENT, INC.								
		25-00713	09/22/25	Replacement Parts	Open	56.00	0.00		
REE01	REEL FIRE PROTECTION, INC.								
		25-00723	09/25/25	Annual Certification	Open	1,801.50	0.00		
RET01	REIT FUEL OIL COMPANY, INC.								
		25-00608	08/05/25	Chevron Meropa 460 35 lb. Pail	Open	494.35	0.00		
RHT01	ROMANO, HEARING, TESTA & KNORR								
		25-00705	09/17/25	Accounting Assistance Services	Open	6,961.25	0.00		
SBS01	STEWART BUSINESS SYSTEMS, LLC								
		25-00720	09/24/25	Printer Maintenance & Toner	Open	442.04	0.00		
SHE02	SHERWOOD LOGAN & ASSOCIATES								
		25-00719	09/24/25	Pump Heads for wells	Open	1,962.00	0.00		
STA02	STAPLES BUSINESS CREDIT								
		25-00689	09/11/25	Label Maker & Label Tape	Open	656.91	0.00		
SUP02	ACE PLBG, HTG & ELECTRICAL								
		25-00714	09/22/25	1/2" Brass 90 Street Ell	Open	46.40	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
TRI05	TRI-COUNTY TERMITE & PEST								
		25-00686	09/09/25	Pest Control Service	Open	135.00	0.00		
TWP01	TOWNSHIP OF LOWER								
		25-00675	09/05/25	2025 Municipal Appropriation	Open	160,000.00	0.00		
		25-00715	09/22/25	Road Opening/Road Restoration	Open	<u>4,797.50</u>	0.00		
						164,797.50			
USD01	USDA, RURAL DEVELOPMENT								
		25-00734	09/26/25	Water Storage Tank WEP Payment	Open	65,655.00	0.00		
VID01	MOBILE DREDGING & VIDEO PIPE								
		25-00533	07/10/25	Televising Interceptor	Open	4,500.00	0.00		
		25-00743	09/29/25	Spot Repair & Root Clean	Open	<u>3,880.00</u>	0.00		
						8,380.00			
VIL03	NAPA AUTO PARTS CO.								
		25-00691	09/11/25	July & August 2025 Purchases	Open	3,671.46	0.00		
WWG01	GRAINGER, INC								
		25-00673	09/04/25	Paper Towel Rolls	Open	185.00	0.00		
		25-00693	09/11/25	Thermostat for Mail Room	Open	69.67	0.00		
		25-00697	09/16/25	Time Clock, Cards & Ribbon	Open	<u>388.36</u>	0.00		
						643.03			
Total Purchase Orders:		86	Total P.O. Line Items:		0	Total List Amount:	606,177.60	Total Void Amount:	0.00

Totals by Year-Fund Fund Description Fund	Expend Rcvd	Expend Held	Expend Total	Revenue Total	G/L Total	Total
SEWER & WATER FUN 5-05	449,013.22	0.00	449,013.22	0.00	0.00	449,013.22
x-05	157,164.38	0.00	157,164.38	0.00	0.00	157,164.38
Total of All Funds:	<u>606,177.60</u>	<u>0.00</u>	<u>606,177.60</u>	<u>0.00</u>	<u>0.00</u>	<u>606,177.60</u>

Totals by Fund							
Fund Description	Fund	Expend Rcvd	Expend Held	Expend Total	Revenue Total	G/L Total	Total
SEWER & WATER FUN 05		606,177.60	0.00	606,177.60	0.00	0.00	606,177.60
Total of All Funds:		<u>606,177.60</u>	<u>0.00</u>	<u>606,177.60</u>	<u>0.00</u>	<u>0.00</u>	<u>606,177.60</u>

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

Fund Description	Fund	Current	Prior Rcvd	Prior Open	Paid Prior	Fund Total
SEWER & WATER FUND	5-05	449,013.22	0.00	0.00	0.00	449,013.22
	X-05	157,164.38	0.00	0.00	0.00	157,164.38
Total of All Funds:		<u>606,177.60</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>606,177.60</u>

**LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION NO. 129-2025**

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.

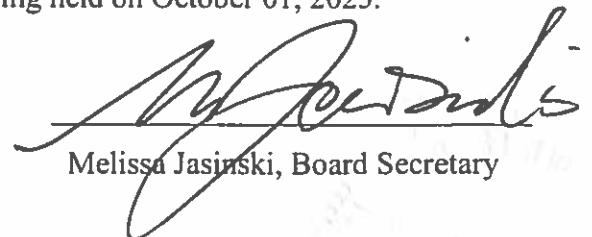
<u>Water Account</u>	<u>Address</u>	<u>Period</u>	<u>Reduction Amt</u>	<u>Billing Adjustment Explanation</u>
9488-0	608 Wayne Avenue	2025/2	\$33.30	Meter Read Error
1602-0	148 W New Jersey Avenue	2025/2	\$404.61	Leak Forgiveness
<u>TOTAL</u>			\$437.91	

Interest Waived: Water: \$3.16
Sewer: \$56.16
Connections: \$487.43

RESOLUTION NO. 129-2025

	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 October 01, 2025.


 Melissa Jasinski, Board Secretary

**LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION NO. 130-2025**

**USDA SECTION 504 COMPLIANCE OFFICER/GRIEVANCE PROCEDURE
COMMUNITY DEVELOPMENT BLOCK GRANT**

The Lower Township Municipal Utilities Authority (LTMUA) has adopted an internal grievance procedure providing for prompt and equitable resolution of complaints alleging any action prohibited by the Americans with Disabilities Act (ADA) and by United States Department of Housing and Urban Development regulations implementing Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794).

Section 504 states, in part, that "no otherwise qualified individual with a disability ... shall, solely by reason of her or his disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

Complaints should be addressed to: Lower Township MUA, c/o Erin McFeeters, HR Coordinator, 2900 Bayshore Road, Villas, NJ 08251; (609) 886-7146; emcfeeters@ltmua.org, who has been designated to coordinate Section 504/ADA compliance efforts.

1. A complaint should be filed in writing or verbally (alternate methods of communication such as personal interview, tape recording, Braille, etc. are acceptable), contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
2. A complaint should be filed within thirty (30) calendar days after the complainant becomes aware of the alleged violation. (Processing allegations of discrimination that occurred before this grievance procedure was in place will be considered on a case-by-case basis.)
3. An investigation, as may be appropriate, will follow a filing of a complaint. The investigation will be conducted by Erin McFeeters, HR, who shall be appointed by the chief elected official. These rules contemplate informal but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
4. A written determination as to the validity of the complaint and a description of the resolution, if any, will be issued by Erin McFeeters, HR, and a copy forwarded to the complainant no later than ten (10) business days of its filing.
5. The Section 504/ADA coordinator will maintain the files and records of the LTMUA relating to the complaints filed.
6. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the resolution. The request for reconsideration should be made within thirty (30) calendar days to Erin McFeeters, HR. The request for reconsideration may be mailed to LTMUA, 2900 Bayshore Road, Villas, NJ 08251, or hand-delivered at the LTMUA Office, 2900 Bayshore Road, Villas, NJ 08251. The request will be promptly reviewed, and a final determination will be issued.
7. If the citizen is dissatisfied with the local response, they may write to the North Carolina Department of Environmental Quality (DEQ), Division of Water Infrastructure (DWI), 1633 Mail Service Center, Raleigh, North Carolina, 27699-1633, Phone: (919) 707-9057, TDD: (800) 735-

2962. DEQ will respond only to written comments within ten (10) calendar days of the receipt of the comments.

8. The right of a person to a prompt and equitable resolution of the filed complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 or ADA complaint with the U.S. Department of Housing and Urban Development (HUD). Using this grievance procedure is not a prerequisite to the pursuit of other remedies.
9. These rules will be construed to protect the substantive rights of interested persons, meet appropriate due process standards, and assure that Erin McFeeters, HR, complies with the ADA, Section 504 and their implementing regulations.

This information is available in Spanish or any other language upon request. Please contact Erin McFeeter at (609) 886-7146, or at 2900 Bayshore Road, Villas, NJ 08251, for accommodations for this request.

Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con Erin McFeeters, HR al (609) 886-7146 o en 2900 Bayshore Road, Villas, NJ 08251 de alojamiento para esta solicitud.

RESOLUTION NO. 130-2025

	HENDERSON	RIDGWAY	BITTING	RECHNER	STEERE
MOTION					
SECOND					
AYES					
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 October 1, 2025.

Melissa Jasinski, Board Secretary

SECOND AMENDMENT TO CONTRACT

This Second Amendment to Contract ("Second Amendment") is made by and between the Lower Township Municipal Utilities Authority, a local sewer and water utilities authority duly formed, organized and existing in accordance with the Municipal and County Utilities Authority Act, N.J.S.A. 40:148-1, *et seq.*, and the ordinances of the Township of Lower in the County of Cape May, State of New Jersey, having its business office at 2900 Bayshore Road, Villas, NJ 08251 ("Authority"), and Utility Service Co., Inc., a corporation organized under the laws of the State of Georgia, having its principal business office at 1230 Peachtree Street, NE, Suite 1100, Atlanta, GA 30309 ("Company").

Throughout this Second Amendment the Authority and the Company each, individually, may be referred to as a "Party" and, collectively, they may be referred to as the "Parties."

RECITALS

1. In accordance with the New Jersey Public-Private Contracting Act, N.J.S.A. 58:26-19, et seq. (the "Act"), the Authority and the Company have entered into an Asset Management Contract (the "Contract").
2. The Act requires the Contract to be approved by the Local Finance Board ("LFB"), within the Division of Local Government Services in the New Jersey Department of Community Services, and by the New Jersey Board of Public Utilities.
3. The Contract, which has been executed by the Parties, will therefore be effective as of the date upon which it is approved by the LFB.
4. Upon review of the Contract, the Authority has requested that the Company incorporate two (2) new logos at the Millman Water Storage Tank at a cost of \$65,477.00 as outlined in the Company's proposal dated September 3, 2025, which is attached as Exhibit "A".

NOW, THEREFORE, in consideration of the exchange of the promises, covenants and conditions that are set forth in the Contract, the receipt and sufficiency of which are acknowledged, the Authority and the Company agree as follows:

1. **Incorporation of Preamble.** The statements set forth above in the Recitals are true and accurate and they are repeated and are incorporated herein by this reference as if each statement was set forth fully herein.

2. **Remaining Terms.** All other terms and conditions of the Contract, unless otherwise modified hereby, shall continue in full force and effect.

3. **Electronic Signatures & Counterparts.** The Parties agree that this Second Amendment may be executed in counterparts, including counterparts transmitted by email, which together shall constitute an original of this Second Amendment. The Parties further agree that this Second Amendment may be electronically signed and that such electronic signatures shall be treated as having the same legal effect as original handwritten signatures.

4. **Effective Date.** The Effective Date of this Second Amendment shall be the date executed below.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed on the dates indicative below by their duly authorized representatives.

WITNESS:

LOWER TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY

Melissa Jasinski, Authority Secretary

Jacqueline Henderson, Chair

Date: _____

WITNESS:

UTILITY SERVICE CO., INC.

Title: _____

Title: _____

Printed Name: _____

Printed Name: _____

Date: _____



Proposal from
UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Date: 09/03/25

Submitted by: Joe Jasinski

Local Phone: (908) 797-9559

SFID: 146424

MP / CS Asset:

Entity Proposal Submitted To ("Customer"): Lower Township MUA, NJ			Phone Number: 609-517-8030	Fax Number:	
Street Address: 2900 Bayshore Road			Description of Work to be Performed: Miscellaneous Repairs		
City: Villas	State: NJ	Zip Code: 08251	Asset Name: Millman Tank		
Accounts Payable Contact Name:	Email:		Job Site Address: 211 Bayshore Ave		
Job Contact (Inspection Reports): Steve Blankenship	Email: sblankenship@ltmua.org		County / Parish: Cape May	Asset Size: 500,000	Asset Style: Pedisphere

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

Please see attached Exhibit(s), which are incorporated herein by reference:

1. Exhibit A – Scope of Work
2. Exhibit B – Terms and Conditions

Please sign and date this proposal and fax one copy to our office.

Sixty Five Thousand Four Hundred Seventy Seven and -----00 /100 Dollars \$ 65,477.00

Payment to be made as follows: **Payment Due in Full Upon Completion of Work – plus all applicable taxes**

Remittance Address: Utility Service Co., Inc., P O Box 207362, Dallas, TX 75320-7362

This Proposal, together with its Exhibit A – Scope of Work and Exhibit B - Terms and Conditions, and any additional exhibits that Utility Service Co., Inc. and the Customer agree to incorporate and attach to this Proposal (collectively, this "Proposal") constitutes the entire and exclusive agreement between Utility Service Co., Inc. (which for purposes herein shall collectively include its affiliate companies) and Customer (collectively, the "Parties"). This Proposal may be withdrawn by Utility Service Co., Inc. at any time prior to acceptance. Customer assents to the terms and conditions in Exhibit B and agrees that the terms and conditions in Exhibit B shall govern with respect to this Proposal and the services provided by Utility Service Co., Inc. No additional or conflicting terms or conditions included in any purchase order, hyperlink, acknowledgement or invoice of Customer not expressly incorporated into this Proposal shall be binding on the Parties or this Proposal.

Note: This proposal shall expire automatically
Ninety (90) days following the date of this Proposal.

Authorized
USCI Signature

Chris Quinn

Acceptance of Proposal The prices, scope of work, and terms and conditions of this Proposal are satisfactory and are hereby accepted. Payment will be made by Customer to Utility Service Co., Inc. as set forth herein.

Is Customer Exempt from Sales Tax? No Yes If Exempt, please provide Sales Tax Exemption Certificate.

Fiscal Year Beginning Month _____

Customer Signature _____

Date of Acceptance _____

Printed Name _____

FOR INTERNAL USE ONLY

SFID:

CN:

SO:

MP / CS PN:



Proposal from
UTILITY SERVICE CO., INC.
535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Exhibit A – Scope of Work

Miscellaneous Repairs - Description of Repair Below

- 1. Design, Produce and Install 2 custom logos on the Millman Tank during the Initial Overcoat Renovation.**
- 2. During future overcoat renovations, the two logos will be re-painted on the tank.**



Proposal from
UTILITY SERVICE CO., INC.
535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Exhibit A – Scope of Work Continued

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Proposal from
UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Exhibit B – Terms and Conditions

A. GENERAL TERMS AND CONDITIONS

The Terms and Conditions (the "Terms") of this Proposal govern the sale of services (the "Services") by Utility Service Co., Inc. (which for purposes herein shall include its affiliates) to the Customer. All other terms or variations to these Terms are excluded unless agreed explicitly in writing by a numbered amendment to this Proposal executed by Utility Service Co., Inc. and the Customer. Execution of the Proposal by the Customer whether in writing, on the Internet by electronic signature, or by e-mail transmission of a signed Proposal shall mean acceptance that these Terms are deemed incorporated into the Proposal and shall form the contract between the Customer and Utility Service Co., Inc. These Terms shall supersede all prior terms, understandings or Proposals between the Customer and Utility Service Co., Inc. If any part of the Terms should be found to be invalid or unenforceable by a court or other competent authority then the remainder of the Terms shall not be affected. Any notice to be given with respect to these Terms by either of the Parties shall be in writing. Notices to the Customer shall be sent to the Customer's address on the Proposal, and any notices to Utility Service Co., Inc. including notice of warranty claims by the Customer, shall be sent to Utility Service Co., Inc., ATTN: Customer Service Department, 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069.

This Proposal has been issued based on the information provided by the Customer and on information currently available to Utility Service Co., Inc. at the time of Proposal issuance. Any changes or discrepancies in site conditions, concealed conditions where the Services will be performed, changes in environmental, health, and safety regulations or conditions, changes in Customer's financial standing, Customer's requirements, or any other relevant change or discrepancy in the factual basis upon which this Proposal was created may lead to changes in the offering, including but not limited to, changes in pricing, warranties, quoted scope of work, and/or terms and conditions. Unless stated otherwise in the Proposal, performance and/or payment bonds are not included in the price. These bonds can be purchased on request but will be at an additional cost.

B. PRICES, PAYMENT TERMS, COMMITMENT OF CUSTOMER, CREDIT REPORTING AND TAXES

Prices, which are expressed in US Dollars, are only valid for the period stated in the Proposal. If not stated, the validity period is ninety (90) days. Unless otherwise stated in the Proposal, the full price shall be due and payable upon completion of the Services, which may or may not include the installation of Equipment. All of Utility Service Co., Inc.'s invoices are due and payable upon receipt. If any payment is not made by the Customer within sixty (60) calendar days following the date of the invoice, Utility Service Co., Inc. reserves the right to charge a late payment charge of one and one-half percent (1.5%) per month of the outstanding past due balance. Any failure by Customer to make timely payment of any obligation under this Proposal shall be deemed a breach. Customer agrees to reimburse Utility Service Co., Inc. for all charges, costs, expenses and attorney's fees incurred to enforce or collect the amounts due under this Proposal. In the event Customer has a valid dispute with any invoice or amount due, such dispute must be communicated in writing to Utility Service Co., Inc. within thirty (30) days of the invoice date, describing the amount, issue and the reason for any dispute. Any amounts not disputed within this time frame will be deemed to be valid. Utility Service Co., Inc. and Customer agree to work expeditiously to resolve any dispute. Customer agrees to notify Utility Service Co., Inc. within thirty (30) days of any change in Customer's name, address, or phone number. By executing this Proposal, Customer authorizes Utility Service Co., Inc. to periodically request your credit reports and bank and trade references. Upon your request, we will inform you of the name and address of the reporting agency from which we received such a report, if any. The price listed in the Proposal excludes all taxes unless specifically stated otherwise in the Proposal. The Customer is responsible for payment of all applicable taxes, however designated or incurred in connection with the transactions under this Proposal, and agrees to reimburse Utility Service Co., Inc. for any taxes paid on Customer's behalf.

C. DELIVERY OF SERVICES AND INSTALLATION OF EQUIPMENT

The provision of Services as contemplated herein might require the installation of certain equipment (the "Equipment") on the Customer's real property or on the improvements to the Customer's real property (e.g., water storage tank, etc.). All times and dates for the delivery of Services and/or installation of Equipment are approximate, but Utility Service Co., Inc. shall use its reasonable efforts to respect them. The Parties shall each make commercially reasonable efforts to schedule the Services after the date this Proposal is executed by the Customer. Utility Service Co., Inc. shall not be liable for any loss or damage resulting from late delivery of the Services or installation of Equipment.

D. ACCESS TO CUSTOMER'S FACILITY OR REAL PROPERTY

Customer hereby agrees to provide Utility Service Co., Inc. with reasonable access to its facility or real property to perform the Services. "Reasonable access" shall include passable roads for ingress and egress as well as sufficient usable ground space for Utility Service Co., Inc.'s equipment and materials needed to perform the Services. Unless otherwise provided in this Proposal, the price of this Proposal does not include the cost to lease additional real property so that Utility Service Co., Inc. will have sufficient usable ground space to stage its equipment and materials needed to perform the Services. Any such cost would be in addition to the price of the Proposal, and if needed, the Customer agrees to negotiate an amendment to this Proposal to modify the pricing in good faith.

E. RISK OF LOSS

Risk of loss or damage to the Equipment, if applicable to this Proposal, shall pass to the Customer upon delivery of the Equipment to the named place of destination.

F. TITLE TO EQUIPMENT

If the sale of Equipment is included in this Proposal, the title in the Equipment shall remain with Utility Service Co., Inc. until the price of the Proposal is paid in full. The Customer assents that Utility Service Co., Inc. may enter upon the Customer's real property and/or facility to repossess the Equipment if payment(s) are not received in full by their due date(s).

G. SCOPE OF WARRANTY

Subject to the limitations contained herein, Utility Service Co., Inc. represents that for a period of one (1) year from the earlier of (i) the completion of the Services (to include the installation of the Equipment, if applicable to this Proposal) or (ii) the Customer's return to use of the asset that is the subject matter of this Proposal ("Warranty Period"), the Services and Equipment, if applicable, will be free from defects in materials and workmanship and will substantially conform to the specifications set forth in Exhibit A ("Warranty"). WITH THE EXCEPTION OF THE REPRESENTATION IN THE FOREGOING SENTENCE, UTILITY SERVICE CO., INC. MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO THE SUBJECT MATTER HEREOF AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

H. NOTIFICATION OF WARRANTY CLAIM

All claims filed under the Warranty provided in Section G shall be made in writing by the Customer within thirty (30) calendar days of identifying a defect. Customer shall provide the written notice of the claim to Utility Service Co., Inc. pursuant to Section A above, and the Customer shall provide the following information in the written notice: (i) a description of the defect giving rise to the claim; (ii) photographs showing the defect; and (iii) if the claim is related to Equipment, the serial number(s) of the Equipment which is (are) the subject of the claim.

I. EXCLUSIONS FROM WARRANTY

Occurrence of any of the following, as reasonably determined by Utility Service Co., Inc., will void the Warranty: (i) unauthorized alteration of any component(s) of the Services or the Equipment, if applicable, originally supplied by Utility Service Co., Inc. or (ii) intentional or negligent damage to Utility Service Co., Inc.'s work product or the Equipment, if applicable to this Proposal, caused by any other person or entity, including but not limited to the Customer and its officers, employees, agents, contractors, and assigns.

J. VERIFICATION OF WARRANTY CLAIM

Utility Service Co., Inc. shall contact Customer following its receipt of notice of a claim under the Warranty. Utility Service Co., Inc. reserves the right to request additional information from the Customer or to conduct an on-site inspection of its work or the Equipment, if applicable to this Proposal, before accepting a claim. The Parties agree to cooperate and work in good faith to provide any additional information needed or to schedule an on-site visit by Utility Service Co., Inc.'s personnel to visibly inspect the work and the Equipment, if applicable. Furthermore, Utility Service Co., Inc. reserves the right to have a third party participate in the inspection of the work to verify whether the work or Equipment, if applicable, is defective under the terms of the Warranty.



Proposal from
UTILITY SERVICE CO., INC.
 535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
 Toll-free: 855-526-4413 | Fax: 478-987-2991
 usgwater.com

Exhibit B – Terms and Conditions (Continued)

K. SATISFACTION OF WARRANTY CLAIM

If Utility Service Co., Inc. verifies, in good faith, that a claim under the Warranty is valid and not subject to an exclusion pursuant to Section I above, Utility Service Co., Inc. agrees to repair or replace, without expense to the Customer, any workmanship, materials, and/or Equipment, if applicable, furnished hereunder that may prove defective within the Warranty Period. The Warranty provided in this Proposal shall be the sole and exclusive remedy of the Customer.

L. INDEMNIFICATION

Utility Service Co., Inc. shall indemnify and hold harmless Customer from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by the negligence of Utility Service Co., Inc. or its officers, agents, employees, and/or assigns while engaged in activities under this Proposal. Customer shall likewise indemnify and hold harmless Utility Service Co., Inc. from all claims for physical damage to third party property or injury to persons, including death, to the extent caused by negligence of the Customer or its officers, agents, employees, and/or assigns. In the event such damage or injury is caused by joint or concurrent negligence of Utility Service Co., Inc. and Customer, the loss shall be borne by each Party in proportion to its negligence. For the purpose of this Section L, (i) "Third party" shall not include Customer or any subsequent owner of the property where the Services were performed or Equipment, if applicable, their subsidiaries, parents, affiliates, agents, successors or assigns including any operation or maintenance contractor or their insurer; and (ii) no portion of the Equipment is "third party property."

M. FORCE MAJEURE

Utility Service Co., Inc. shall not be liable to the Customer for non-performance or delay in performance of any of its obligations under this Proposal due to: (i) acts of God (which include, but are not limited to, tropical storms, hurricanes, tornadoes, and earthquakes), (ii) failure of the Internet or another network, (iii) war, (iv) riot, (v) civil commotion, (vi) embargo, (vii) labor disputes, (viii) labor strikes, (ix) fire, (x) flood, (xi) theft, (xii) epidemic, (xiii) pandemic (including COVID-19), (xiv) delay in delivery of services, materials or equipment by subcontractors, suppliers or manufacturers, (xv) shortage of labor or materials, or (xvi) any other unforeseen event (whether or not similar in nature to those specified) outside the reasonable control of Utility Service Co., Inc.

N. LIMITATION OF LIABILITY

Neither the Customer nor Utility Service Co., Inc. shall be liable to the other for any economic (including, without limitation, loss of revenues, profits, contracts, business or anticipated savings), special, indirect, incidental, exemplary, punitive or consequential losses or damages or loss of goodwill in any way whether such liability is based on tort, contract, negligence, strict liability, product liability or otherwise arising from or relating to this Proposal or resulting from the use or the inability to use the Services or Equipment, if applicable to this Proposal, or the performance or non-performance of the Services or Equipment, if applicable. It is the responsibility of the Customer to insure itself in this regard if it so desires. The liability limit of Utility Service Co., Inc. and its affiliate companies under this Proposal, whether based in contract, warranty, tort (including negligence), strict liability, product liability or otherwise shall not exceed the price that the Customer agrees to pay Utility Service Co., Inc. in this Proposal.

O. GOVERNING LAW AND DISPUTE RESOLUTION

This Proposal and these Terms shall be construed in accordance with the laws of the state of Georgia without regard to the conflict of law principle. In the event of a dispute concerning this Proposal, the complaining Party shall notify the other Party in writing thereof. Management level representatives of both Parties shall meet at an agreed location and attempt to resolve the dispute in good faith. Should the dispute not be resolved within sixty (60) days after such notice, the complaining Party shall seek remedies exclusively through arbitration. The seat of arbitration shall be the federal district court closest to the location where the Services were performed or are scheduled to be performed, and the rules of arbitration will be the Commercial Arbitration Rules of American Arbitration Association, which are incorporated herein by reference into this Section O.

LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

RESOLUTION NO. 132-2025

**AUTHORIZING ADVERTISEMENT OF NOTICE OF PUBLIC HEARING PURSUANT
TO N.J.S.A. 14:14B-23**

WHEREAS, the current Schedule of Rates and Charges for the Sewer System and for the Water System of the Lower Township Municipal Utilities Authority, as set forth in Resolution 125-2024, were adopted on November 6, 2024; and

WHEREAS, since the adoption of the current Schedule of water and sewer rates as aforesaid on November 6, 2024, there have been no rate changes in the intervening time; and

WHEREAS, N.J.S.A. 40:14 B-23 provides that every municipal authority shall from time to time revise its schedule of rates to the extent necessary "such that the revenues of the municipal authority will at all times be adequate to pay the expenses of operation and maintenance of the utility system, including reserves, insurance, extensions, and replacements, and to pay the principal of and interest on any bonds and to maintain such reserves or sinking funds therefore as may be required by the terms of any contract of the municipal authority or as may be deemed necessary or desirable by the municipal authority;" and

WHEREAS, the Executive Director has prepared a schedule of proposed rate revisions the purpose of which is to meet the revenue requirement of the Authority as prescribed by N.J.S.A. 40:14B-23; and

WHEREAS, this Board is of the opinion that the schedule of proposed rates that has been prepared by the Executive Director should be considered, and evidence in support thereof should be presented to the Board for consideration by the Board, in the context of a public hearing to be held in the manner prescribed by N.J.S.A. 40:14 B-23 and any other law or administrative regulation as may be applicable;

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 as follows:

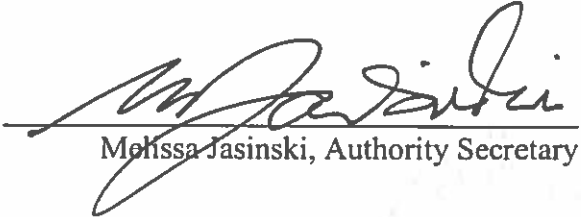
1) All of the statements of the preamble are repeated and are incorporated herein by this reference thereto as though the same were set forth at length.

2) The Authority Secretary, in consultation with the Executive Director, the Authority's Financial Consultant and the Authority's Solicitor, is authorized to prepare and publish a Notice of Hearing, and to take such other actions as may be prescribed by the Municipal and Counties Utilities Authority Law or any other applicable law or administrative regulation, including, but not limited to mailing copies of the Notice of Hearing to the Clerks of Lower Township, Middle Township and the City of Cape May, with a view towards such public hearing being conducted on November 05, 2025 during the Board's regularly scheduled monthly meeting.

RESOLUTION NO. 132-2025

	BITTING	HENDERSON	RIDGWAY	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 Township of Lower Municipal Utilities Authority at a meeting held on October 01, 2025.


 Melissa Jasinski, Authority Secretary

**PROPOSED FY2026 RATE CHANGES
TO BE EFFECTIVE DECEMBER 1, 2025**

SECTION II: SEWER SERVICE CHARGES – YEARLY RATE		2024	2025	2026			
				3.0%	Δ	5.0%	Δ
1	Single Family Dwelling	\$320.00	\$328.00	\$337.84	\$9.84	\$344.40	\$16.40
2	Boarding House 0 to 4 Rental Rooms	\$400.00	\$410.00	\$422.30	\$12.30	\$430.50	\$20.50
	Each Additional Room Thereafter	\$80.00	\$82.00	\$84.46	\$2.46	\$86.10	\$4.10
3	Apartment House Residential per unit	\$320.00	\$328.00	\$337.84	\$9.84	\$344.40	\$16.40
4	Apartment House Commercial per unit	\$320.00	\$328.00	\$337.84	\$9.84	\$344.40	\$16.40
5	Laundromat First Washer	\$400.00	\$410.00	\$422.30	\$12.30	\$430.50	\$20.50
	Each Additional Washer Thereafter	\$240.00	\$246.00	\$253.38	\$7.38	\$258.30	\$12.30
6	Motel First Unit	\$320.00	\$328.00	\$337.84	\$9.84	\$344.40	\$16.40
	Each Additional Unit Thereafter	\$160.00	\$164.00	\$168.92	\$4.92	\$172.20	\$8.20
7	Store less than 4,000 SF	\$400.00	\$410.00	\$422.30	\$12.30	\$430.50	\$20.50
8	Store more than 4,000 SF	\$2,000.00	\$2,050.00	\$2,111.50	\$61.50	\$2,152.50	\$102.50
9	Convenience Store more than 4,000 SF	\$2,500.00	\$2,562.50	\$2,639.38	\$76.88	\$2,690.63	\$128.13
10	Supermarket more than 4,000 SF	\$4,000.00	\$4,100.00	\$4,223.00	\$123.00	\$4,305.00	\$205.00
11	Fish Market	\$1,118.00	\$1,145.95	\$1,180.33	\$34.38	\$1,203.25	\$57.30
12	Garage Sales of Gasoline & Products (no repairs)	\$320.00	\$328.00	\$337.84	\$9.84	\$344.40	\$16.40
13	Garage Sales of Gasoline & Products (repairs)	\$640.00	\$656.00	\$675.68	\$19.68	\$688.80	\$32.80
14	Office (0 to 2 fixtures)	\$320.00	\$328.00	\$337.84	\$9.84	\$344.40	\$16.40
	Each Additional Fixture Thereafter	\$80.00	\$82.00	\$84.46	\$2.46	\$86.10	\$4.10
15	Restaurant (0 to 10 seats)	\$640.00	\$656.00	\$675.68	\$19.68	\$688.80	\$32.80
	Each Additional Seat Thereafter	\$32.00	\$32.80	\$33.78	\$0.98	\$34.44	\$1.64
16	Marina (0 to 2 Fixtures)	\$1,280.00	\$1,312.00	\$1,351.36	\$39.36	\$1,377.60	\$65.60
	Each Additional Fixture Thereafter	\$240.00	\$246.00	\$253.38	\$7.38	\$258.30	\$12.30
17	Car Wash First Bay	\$960.00	\$984.00	\$1,013.52	\$29.52	\$1,033.20	\$49.20
	Each Additional Bay Thereafter	\$240.00	\$246.00	\$253.38	\$7.38	\$258.30	\$12.30
18	Fire Station (0 to 2 Fixtures)	\$320.00	\$328.00	\$337.84	\$9.84	\$344.40	\$16.40
	Each Additional Fixture Thereafter	\$80.00	\$82.00	\$84.46	\$2.46	\$86.10	\$4.10
19	Church	\$320.00	\$328.00	\$337.84	\$9.84	\$344.40	\$16.40
20	School (0 to 35 pupils)	\$640.00	\$656.00	\$675.68	\$19.68	\$688.80	\$32.80
	Each Additional Pupil Thereafter	\$16.00	\$16.40	\$16.89	\$0.49	\$17.22	\$0.82
21	Barber Shop	\$320.00	\$328.00	\$337.84	\$9.84	\$344.40	\$16.40
22	Beauty Shop	\$640.00	\$656.00	\$675.68	\$19.68	\$688.80	\$32.80
23	Gym / Health Club (0 to 4 fixtures)	\$1,000.00	\$1,025.00	\$1,055.75	\$30.75	\$1,076.25	\$51.25
	More than 4 fixtures	\$1,350.00	\$1,383.75	\$1,425.26	\$41.51	\$1,452.94	\$69.19
24	Rescue Squad Building (0 to 2 fixtures)	\$320.00	\$328.00	\$337.84	\$9.84	\$344.40	\$16.40
	Each Additional Fixture Thereafter	\$80.00	\$82.00	\$84.46	\$2.46	\$86.10	\$4.10
25	Light Industry (under 20 employees) 0 to 2 fixtures	\$320.00	\$328.00	\$337.84	\$9.84	\$344.40	\$16.40
	Each Additional Fixture Thereafter	\$80.00	\$82.00	\$84.46	\$2.46	\$86.10	\$4.10
26	Light Industry (20 and over employees)	\$1,280.00	\$1,312.00	\$1,351.36	\$39.36	\$1,377.60	\$65.60
	Each additional employee over 20	\$32.00	\$32.80	\$33.78	\$0.98	\$34.44	\$1.64
27	Assembly Halls, Lodges (0 to 2 fixtures)	\$320.00	\$328.00	\$337.84	\$9.84	\$344.40	\$16.40
	Each Additional Fixture Thereafter	\$80.00	\$82.00	\$84.46	\$2.46	\$86.10	\$4.10
28	RV & Travel Trailer sites: 0 to 3 sites	\$640.00	\$656.00	\$675.68	\$19.68	\$688.80	\$32.80
	Each additional site	\$80.00	\$82.00	\$84.46	\$2.46	\$86.10	\$4.10
29	Coast Guard Base (0 to 2 fixtures)	\$320.00	\$328.00	\$337.84	\$9.84	\$344.40	\$16.40
	Each Additional Fixture Thereafter	\$80.00	\$82.00	\$84.46	\$2.46	\$86.10	\$4.10
30	Swimming Pool (0 to 2 fixtures)	\$320.00	\$328.00	\$337.84	\$9.84	\$344.40	\$16.40
	Each Additional Fixture Thereafter	\$80.00	\$82.00	\$84.46	\$2.46	\$86.10	\$4.10
31	Seafood Processing Facility per 1,000 gallons	\$3.69	\$3.78	\$3.90	\$0.11	\$3.97	\$0.19
32	Airport Industrial Park per 1,000 gallons	\$3.69	\$3.78	\$3.90	\$0.11	\$3.97	\$0.19
33	DRBA Ferry Terminal per 1,000 gallons	\$3.69	\$3.78	\$3.90	\$0.11	\$3.97	\$0.19
34	Convalescent Home per 1,000 gallons	\$3.69	\$3.78	\$3.90	\$0.11	\$3.97	\$0.19

**PROPOSED FY2026 RATE CHANGES
TO BE EFFECTIVE DECEMBER 1, 2025**

SECTION I: RATE SCHEDULE OF QUARTERLY WATER SERVICE RATES AND CHARGES

		2024	2025	2.5%	Δ	3.0%	Δ	
	Allowance - Gallons							
<u>Residential</u>	5/8 inch meter	10,000	\$62.48	\$64.04	\$65.64	\$1.60	\$65.96	\$1.92
	3/4 inch meter	10,000	\$66.06	\$67.71	\$69.40	\$1.69	\$69.74	\$2.03
	1 inch meter	20,000	\$157.36	\$161.29	\$165.33	\$4.03	\$166.13	\$4.84
					\$0.00	\$0.00	\$0.00	\$0.00
<u>Commercial</u>	5/8 inch meter	10,000	\$62.48	\$64.04	\$65.64	\$1.60	\$65.96	\$1.92
	3/4 inch meter	10,000	\$66.06	\$67.71	\$69.40	\$1.69	\$69.74	\$2.03
	1 inch meter	20,000	\$157.36	\$161.29	\$165.33	\$4.03	\$166.13	\$4.84
	1-1/2 inch meter	40,000	\$216.21	\$221.62	\$227.16	\$5.54	\$228.26	\$6.65
	2 inch meter	50,000	\$272.69	\$279.51	\$286.49	\$6.99	\$287.89	\$8.39
	3 inch meter	80,000	\$430.05	\$440.80	\$451.82	\$11.02	\$454.03	\$13.22
	4 inch meter	120,000	\$629.42	\$645.16	\$661.28	\$16.13	\$664.51	\$19.35
	6 inch meter	250,000	\$1,236.02	\$1,266.92	\$1,298.59	\$31.67	\$1,304.93	\$38.01
	8 inch meter	337,500	\$1,666.06	\$1,707.71	\$1,750.40	\$42.69	\$1,758.94	\$51.23
					\$0.00	\$0.00	\$0.00	\$0.00
1	Excess usage	>10,000, 20,000<	\$3.61	\$3.70	\$3.79	\$0.09	\$3.81	\$0.11
2	Excess usage	>20,000	\$3.97	\$4.07	\$4.17	\$0.10	\$4.19	\$0.12
					\$0.00	\$0.00	\$0.00	\$0.00
3	Annual Charge per Fire Hydrant (Public)		\$41.50	\$42.54	\$43.60	\$1.06	\$43.81	\$1.28
4	Annual Charge per Fire Hydrant (Private)		\$41.50	\$42.54	\$43.60	\$1.06	\$43.81	\$1.28
5	Annual Charge Per Fire Service Line (Sprinkler System)				\$0.00	\$0.00	\$0.00	\$0.00
a	2-inch or less diameter		\$140.00	\$143.50	\$147.09	\$3.59	\$147.81	\$4.31
b	4-inch diameter		\$280.00	\$287.00	\$294.18	\$7.17	\$295.61	\$8.61
c	6-inch diameter		\$420.00	\$430.50	\$441.26	\$10.76	\$443.42	\$12.92
d	8-inch diameter		\$560.00	\$574.00	\$588.35	\$14.35	\$591.22	\$17.22
e	10-inch diameter		\$700.00	\$717.50	\$735.44	\$17.94	\$739.03	\$21.53
					\$0.00	\$0.00	\$0.00	\$0.00

SECTION III: BULK WATER SALES

1	September 16th to May 14th per 1,000 gallons	\$6.25	\$6.41	\$6.57	\$0.16	\$6.60	\$0.19
2	May 15th to September 15th per 1,000 gallons	\$7.81	\$8.01	\$8.21	\$0.20	\$8.25	\$0.24
3	Delivery charge per 1,000 gallons	\$1.60	\$1.64	\$1.68	\$0.04	\$1.69	\$0.05

SECTION IV: BULK WATER SALES TANK TRUCKLOAD

\$150.00	\$153.75	\$157.59	\$3.84	\$158.36	\$4.61
		\$0.00	\$0.00	\$0.00	\$0.00

SECTION V: EMERGENCY BULK PURCHASES

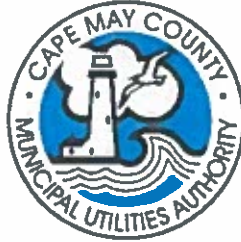
1	September 16th to May 14th per 1,000 gallons	\$3.97	\$4.07	\$4.17	\$0.10	\$4.19	\$0.12
2	May 15th to September 15th per 1,000 gallons	\$6.25	\$6.41	\$6.57	\$0.16	\$6.60	\$0.19

SECTION II OPERATIONAL – LTMUA CONTRACTOR CHARGES

1	Repairer/Equipment Operator	per hour	\$50.00	\$55.00	\$56.00	\$1.00	\$57.00	\$2.00
2	Backhoe	per hour	\$75.00	\$80.00	\$82.00	\$2.00	\$82.00	\$2.00
3	Dump Truck (2 CY or less)	per hour	\$30.00	\$35.00	\$36.00	\$1.00	\$36.00	\$1.00
4	Dump Truck (more than 2 CY)	per hour	\$60.00	\$65.00	\$67.00	\$2.00	\$67.00	\$2.00
5	Sewer Rodding Machine	per hour	\$25.00	\$30.00	\$31.00	\$1.00	\$31.00	\$1.00
7a	Dump truck, combination machine & 2 employees		\$300.00	\$310.00	\$318.00	\$8.00	\$319.00	\$9.00
7b	Dump truck, combination machine & 2 employees		\$450.00	\$475.00	\$479.00	\$4.00	\$489.00	\$14.00

Outside of regular business hours

George W. Betts, Chairman
William G. Burns, Jr.
Patricia A. Callinan
Zeth Matalucci
Barbara Prettyman
Tomaso Rotondi
Salvatore Zampirri, Sr.



Cape May County Municipal Utilities Authority

1523 Route 9 North, Cape May Court House, NJ 08210
Telephone: (609) 465-9026 • Telefax: (609) 465-9025
www.cmcmua.com

September 25, 2025

RE: Proposed CMCMUA User Charge System – Rate Setting Report
Wastewater Management Program, User Charges, Effective January 1, 2026

Dear Mayor/Participant:

In accordance with the provisions of Section 401 of the Service Agreement between the Cape May County Municipal Utilities Authority ("CMCMUA" or "Authority") and the various municipalities, municipal utilities authorities and corporations (the "Participants") relating to the treatment of wastewater delivered to Authority facilities, and in accordance with N.J.S.A. 40:14B-1 et seq., as amended, a Public Hearing on the Proposed Fiscal Year 2026 Annual Charges for the CMCMUA's Wastewater Management Program has been scheduled for Wednesday, October 15, 2025 at 1:30 p.m. The proposed CMCMUA User Charge System Rate Setting Report Wastewater Management Program User Charges for Fiscal Year 2026, along with any modifications deemed appropriate by the Members of the Authority following consideration of any public comments received by the Authority, are expected to be considered for adoption by the Members of the Authority at the October 15, 2025 regularly scheduled meeting of the CMCMUA and shall become effective on January 1, 2026.

Commencing September 25, 2025, a copy of the proposed CMCMUA User Charge System Rate Setting Report Wastewater Management Program User Charges for Fiscal Year 2026 will be available for public inspection at the principal office of each Participant (in the case of municipalities, in the office of the Municipal Clerk), the Lower Township, Borough of Avalon and Middle Township Branches of the Cape May County Library, the Avalon Public Library and the Ocean City Public Library and also at the above noted office of the CMCMUA. A copy of this document is also available for downloading at the CMCMUA's website at www.cmcmua.com.


Written comments regarding the Authority's proposed CMCMUA User Charge System Rate Setting Report Wastewater Management Program User Charges for Fiscal Year 2026 can be submitted to the Authority at 1523 Route 9 North, Cape May Court House, NJ 08210 or placed in the drop box located at the Authority's Administration Building any time prior to the October 15, 2025 Public Hearing.

A certified verbatim transcript of the Public Hearing shall be made and a copy thereof shall be available upon request to any interested party for a reasonable fee.

If we can provide you with any assistance on this subject, or help explain the information contained in the report, please do not hesitate to contact me.

Very truly yours,

CAPE MAY COUNTY
MUNICIPAL UTILITIES AUTHORITY


Joshua Palombo
Wastewater Program Manager

JP:amm
Attachments
cc: Clerk
Business Administrator
Chief Financial Officer

RESOLUTION NO. 133-2025

**RESOLUTION OF THE LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RATIFYING THE LATE INTRODUCTION AND SUBMISSION OF THE
2026 (FISCAL YEAR 2025-2026) SEWER AND WATER OPERATIONS BUDGETS**

WHEREAS, the regulatory deadline for introduction of Authority’s Budget for the fiscal year 2026 (December 1, 2025 to November 30, 2026) is two (2) months prior to the beginning of the Authority’s fiscal year, and

WHEREAS, due to the timing of the Authority’s regular monthly meetings, the budget is being introduced on October 1st, 2025, and

WHEREAS, said Sewer and Water Operations Budgets are each now ready for introduction;

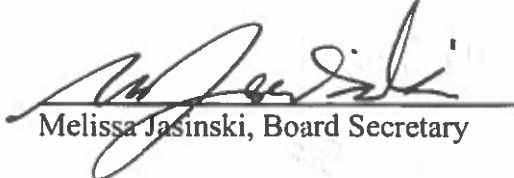
NOW, THEREFORE, BE IT RESOLVED by the members of the Lower Township Municipal Utilities Authority as follows:

1. The above recitals are incorporated herein.
2. The Board authorizes the late introduction and submission of the 2026 Sewer and Water Operations Budgets of the Lower Township Municipal Utilities Authority for the Fiscal Year December 1, 2025 to November 30, 2026.

RESOLUTION NO. 133-2025

	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 October 1st, 2025.


Melissa Jasinski, Board Secretary

RESOLUTION NO. 134-2025

**RESOLUTION OF THE LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
FISCAL YEAR: December 01, 2025 to November 30, 2026**

WHEREAS, the Annual Budget for Lower Municipal Utilities Authority for the fiscal year beginning December 01, 2025 and ending November 30, 2026 has been presented before the governing body of the Lower Municipal Utilities Authority at its open public meeting of October 1, 2025; and

WHEREAS, the Annual Budget as introduced reflects Total Revenues of \$11,182,100.00, Total Appropriations including any Accumulated Deficit, if any, of \$14,504,432.00, and Total Unrestricted Net Position planned to be utilized as funding thereof, of \$3,322,332.00; and

WHEREAS, the Capital Budget as introduced reflects Total Capital Appropriations of \$13,331,000.00 and Total Unrestricted Net Position planned to be utilized as funding thereof, of \$0.00; and

WHEREAS, the schedule of rents, fees and other charges in effect will produce sufficient revenues, together with all other anticipated revenues to satisfy all obligations to the holders of bonds of the Authority, to meet operating expenses, capital outlays, debt service requirements, and to provide for such reserves, all as may be required by law, regulation or terms of contracts and agreements; and

WHEREAS, the Capital Budget/Program, pursuant to N.J.A.C. 5:31-2, does not confer any authorization to raise or expend funds; rather it is a document to be used as part of the said Authority's planning and management objectives. Specific authorization to expend funds for the purposes described in this section of the budget must be granted elsewhere: by bond resolution, by a project financing agreement, by resolution appropriating funds from the Renewal and Replacement Reserve or other means provided by law.

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Lower Municipal Utilities Authority, at an open public meeting held on October 1, 2025 that the Annual Budget, including all related schedules, and the Capital Budget/Program of the Lower Municipal Utilities Authority for the fiscal year beginning December 01, 2025 and ending November 30, 2026, is hereby approved; and

BE IT FURTHER RESOLVED, that the anticipated revenues as reflected in the Annual Budget are of sufficient amount to meet all proposed expenditures/expenses and all covenants, terms and provisions as stipulated in the said Authority's outstanding debt obligations, capital lease arrangements, service contracts, and other pledged agreements; and

BE IT FURTHER RESOLVED, that the governing body of the Lower Municipal Utilities Authority will consider the Annual Budget and Capital Budget/Program for Adoption on November 05, 2025.

RESOLUTION NO. 134-2025

	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 October 1st, 2025.



 Melissa Jasinski, Board Secretary

LTMUA Budget Comparison - 10/01/2025 Meeting

The Sewer budget as introduced reflects:

	FY 2025-26 (as Introduced)	FY 2024-25 (Adopted)	Variance Increase (Decrease)
Total Revenues	\$ 6,056,000	\$ 5,684,800	\$ 371,200
Operating Appropriations:			
Administration	\$ 784,500	\$ 791,000	\$ (6,500)
Cost of Providing Services	4,521,150	4,246,850	274,300
Non-Operating Appropriations:			
Debt Service (Principal and Interest)	1,852,546	328,951	1,523,595
Capital (Renewal & Replacement Reserves)	1,567,000	1,491,000	76,000
Other Non-Operating Appropriations	80,000	80,000	-
Total Appropriations	8,805,196	6,937,801	1,867,395
Total Unrestricted Net Position Utilized	\$ 2,749,196	\$ 1,253,001	\$ 1,496,195

The Water budget as introduced reflects:

	FY 2025-26 (as Introduced)	FY 2024-25 (Adopted)	Variance Increase (Decrease)
Total Revenues	\$ 5,126,100	\$ 4,653,000	\$ 473,100
Operating Appropriations:			
Administration	722,000	710,600	11,400
Cost of Providing Services	2,373,950	2,380,150	(6,200)
Non-Operating Appropriations:			
Debt Service (Principal and Interest)	1,316,286	1,314,578	1,708
Capital (Renewal & Replacement Reserves)	1,207,000	1,731,000	(524,000)
Other Non-Operating Appropriations	80,000	80,000	-
Total Appropriations	5,699,236	6,216,328	(517,092)
Total Unrestricted Net Position Utilized	\$ 573,136	\$ 1,563,328	\$ (990,192)

Combined Sewer and Water Budgets:

	FY 2025-26 (as Introduced)	FY 2024-25 (Adopted)	Variance Increase (Decrease)
Total Revenues	\$ 11,182,100	\$ 10,337,800	\$ 844,300
Operating Appropriations:			
Administration	1,506,500	1,501,600	4,900
Cost of Providing Services	6,895,100	6,627,000	268,100
Non-Operating Appropriations:			
Debt Service (Principal and Interest)	3,168,832	1,643,529	1,525,303
Capital (Renewal & Replacement Reserves)	2,774,000	3,222,000	(448,000)
Other Non-Operating Appropriations	160,000	160,000	-
Total Appropriations	14,504,432	13,154,129	1,350,303
Total Unrestricted Net Position Utilized	\$ 3,322,332	\$ 2,816,329	\$ 506,003

Using 5% Sewer and 3% Water rate increases

LTMUA
COMPARISON OF FY 2025-26 AND 2024-25 BUDGETARY APPROPRIATIONS

	Fiscal Year 11/30/26			Fiscal Year 11/30/25			Difference Increase (Decrease)
	Sewer	Water	Total	Sewer	Water	Total	
Administration:							
Salary & Wages	\$ 217,000	\$ 217,000	\$ 434,000	\$ 256,000	\$ 256,000	\$ 512,000	\$ (78,000)
Fringe Benefits	155,000	155,000	310,000	127,500	127,500	255,000	55,000
Other Expenses	412,500	350,000	762,500	407,500	327,100	734,600	27,900
Total Administration	784,500	722,000	1,506,500	791,000	710,600	1,501,600	4,900
Cost of Providing Services:							
Salary & Wages	1,248,000	1,041,000	2,289,000	1,203,000	1,011,000	2,214,000	75,000
Fringe Benefits	685,850	587,150	1,273,000	695,850	595,150	1,291,000	(18,000)
Other Expenses	2,587,300	745,800	3,333,100	2,348,000	774,000	3,122,000	211,100
Total Cost of Providing Services	4,521,150	2,373,950	6,895,100	4,246,850	2,380,150	6,627,000	268,100
Principal Payments on Debt Service in Lieu of Depreciation	1,179,241	747,446	1,926,687	70,300	727,949	798,249	1,128,438
Total Operating Appropriations	6,484,891	3,843,396	10,328,287	5,108,150	3,818,699	8,926,849	1,401,438
Non-Operating Appropriations:							
Interest Payments on Debt	673,305	568,840	1,242,145	258,651	586,629	845,280	396,865
Appropriation to Township	80,000	80,000	160,000	80,000	80,000	160,000	-
Renewal & Replacement Reserve (Capital)	1,567,000	1,207,000	2,774,000	1,491,000	1,731,000	3,222,000	(448,000)
Total Non-Operating Appropriations	2,320,305	1,855,840	4,176,145	1,829,651	2,397,629	4,227,280	(51,135)
Total Appropriations	\$ 8,805,196	\$ 5,699,236	\$ 14,504,432	\$ 6,937,801	\$ 6,216,328	\$ 13,154,129	\$ 1,350,303

Increase (Decrease) in Budgeted Expenditures:

Salaries and Wages	\$ (3,000)	0%	Normal increases, projected staffing requirements in both Admin and Operations; netted with 1 less salary in management position, reclass % between Admin and Operations.
Fringe Benefits	37,000	2%	Decreases in PERS Employer Pension Contribution (Budgeted amount for 2025 was higher than Actual) ; Health Ins. Premiums will increase (38% active -38% retirees) ; plus new hires
Other Expenses	239,000	6%	Insurance (Budgeted same as 2025, was conservative last year, about 10% over actual). New Electrical Contractor Line \$50K; Chemicals +\$54K; Utilities - Sewer Operation +\$127K; Budgeted Rents/Maint Mgmt for Vehicle Leases \$115K; netted with various decreases
Debt Service (Principal/Interest)	1,525,303	93%	Full year Debt Service for NJ I-Bank Loan for Vacuum Sewer Expansion - \$1.76 Million, netted with decreases due to normal paydown of debt.
Increase in Budgeted Expenditures Other than Capital	1,798,303	18%	
Decrease in Capital Appropriations	(448,000)	-14%	While total Capital Projects Budgeted were \$3.459 Million higher than the prior year, the amount needed to fund Renewal and Replacement Reserves was approx \$448K less than prior year due to existing R & R reserves on hand, and more funding from Grant and Bond funds.
Net Increase in Budgeted Expenditures	\$ 1,350,303	10%	

**LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION NO. 135-2025**

**AUTHORIZING AWARDING A CONTRACT TO SHERWOOD LOGAN FOR THE
MAINTENANCE/SERVICE OF THE AUTHORITY'S CENTRIFUGE WITHOUT
PUBLIC BIDDING THEREFORE AS AUTHORIZED BY N.J.S.A. 40A:11-5(gg)**

WHEREAS, the Local Public Contracts Law, at N.J.S.A. 40A:11-15(19) defines "wastewater treatment system" as:

Equipment, plants, structures, machinery, apparatus, or land, or any combinations thereof, acquired, used, constructed, or operated for the storage, collection, reduction, recycling, reclamation, disposal, separation, or other treatment of wastewater or sewerage sludge, or for the final disposal of residues resulting from the treatment of wastewater, including, but not limited to, pumping and ventilating stations, facilities, plants and work, connections, outfall sewers, interceptors, trunk lines, and other personal property and appurtenances necessary for their operation; and

WHEREAS, the Lower Township Municipal Utilities Authority ("Authority") operates a "wastewater treatment system," as defined in the Local Public Contracts Law; and

WHEREAS, the Authority's Centrifuge is in need of its 5 year maintenance/service; and

WHEREAS, the Authority has received a proposal from Sherwood Logan to perform the work necessary to maintain the Centrifuge; and

WHEREAS, Sherwood Logan has the credentials and ability to supply the Authority with the parts and labor needed to maintain/service the Centrifuge and submitted a proposal dated June 6, 2025 indicating that it will perform the necessary service to the Centrifuge for an amount not to exceed \$31,220.85; and

WHEREAS, Sherwood Logan has completed and submitted (or will complete and submit prior to execution of the contract authorized by this Resolution) a Business Entity Disclosure Certification that certifies that Sherwood Logan has not made any reportable contributions to a political or candidate committee in Lower Township in the previous one year, and that the contract will prohibit Sherwood Logan from making any reportable contributions through the term of the contract;

WHEREAS, under the Local Public Contracts Law, contracts for the purchase of "component parts" of a "wastewater treatment system" need not be publicly bid because they fall within the list of public bidding exceptions that is set forth in N.J.S.A. 40A:11-5; and

WHEREAS, with regard to the public bidding exceptions that are set forth in the Local Public Contracts Law, N.J.S.A. 40A:11-5 provides:

Any contract the amount of which exceeds the bid threshold, may be negotiated and awarded by the governing body without public advertising for bids and bidding therefore and shall be awarded by resolution of the governing body if:

(1) The subject matter thereof consist of:

(gg) A contract for the provision of... a wastewater treatment system as defined in [N.J.S.A. 40A:11-15(19)] *or any component part or parts thereof...* Emphasis added.

WHEREAS, after consultation with the Authority's professionals, including the Authority's Solicitor, this body is of the opinion that the aforementioned maintenance/service to the Centrifuge are being made to "component parts" of a "wastewater treatment system" and may be procured without public bidding therefore, even if the cost thereof exceeds the bid threshold.

NOW, THEREFORE, BE IT RESOLVED, by the Members of the Lower Township Municipal Utilities Authority, in the County of Cape May and State of New Jersey, as follows:

- 1) All of the statements of the preamble are repeated and are incorporated herein by this reference thereto as though the same were set forth at length.
- 2) The Authority Chairman and Authority Secretary be and they hereby are authorized to execute a contract with Sherwood Logan to perform the maintenance/service on the Centrifuge for a total cost not to exceed \$31,220.85.
- 3) The statutory language required by N.J.S.A. 10:2-1 and 10:5-33 hereby is incorporated into the contract by reference and the contractor is bound by said language together with the other provisions of the anti-discrimination laws of the State of New Jersey, Chapter 127 of the Laws of 1975.
- 4) This Resolution shall only be effective when a copy of a certification of availability of funds prepared by the Certifying Finance Officer of the LTMUA Authority is attached hereto.
- 5) The Business Entity Disclosure Certification and the determination of value shall be placed on file with this Resolution.
- 6) Resolution shall only become effective when a copy of the New Jersey Business Registration Certificate by Sherwood Logan is submitted to the Lower Township Municipal Utilities Authority pursuant to the provisions of N.J.S.A. 52:32-44b(1) and a copy of that New Jersey Business Registration Certificate shall be placed on file with this Resolution.

- 7) A notice of the letting of this contract shall be published in the Authority's official newspaper within ten (10) days of the date of this resolution, which notice shall state that this Resolution and the contract are on file and available for public inspection in the office of the Authority Secretary.

RESOLUTION NO. 135-2025

	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 Township of Lower Municipal Utilities Authority at a meeting held on October 1, 2025.



 Melissa Jasinski, Board Secretary



CERTIFICATION OF AVAILABILITY OF FUNDS FOR CONTRACT
ADDITION TO RESOLUTION NO. 135-2025

I, Harrison Bitting, Treasurer and Certifying Finance Officer of the Township of Lower Municipal Utilities Authority, do hereby certify pursuant to the rules of the Local Finance Board that there are available adequate funds for the proposed contract between the Township of Lower Municipal Utilities Authority and Sherwood Logan for the Service/Maintenance of the Centrifuge. Money necessary to fund said contract has been projected in the amount of \$31,220.85. Money necessary to fund said contract has been provided for and shall be charged to the following Line Item Appropriation or Account Nos. 05-55-300-121 – Treatment Plant R & R. These funds will not be certified as being for more than one (1) pending contract.

DATE: October 1, 2025



Harrison Bitting, Treasurer
Certifying Finance Officer

**LOWER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION NO. 136-2025**

**AUTHORIZING AWARDING A CONTRACT TO SHERWOOD LOGAN FOR THE
REBUILD OF THE AUTHORITY'S ROTARY PRESS WITHOUT PUBLIC BIDDING
THEREFORE AS AUTHORIZED BY N.J.S.A. 40A:11-5(gg)**

WHEREAS, the Local Public Contracts Law, at N.J.S.A. 40A:11-15(19) defines "wastewater treatment system" as:

Equipment, plants, structures, machinery, apparatus, or land, or any combinations thereof, acquired, used, constructed, or operated for the storage, collection, reduction, recycling, reclamation, disposal, separation, or other treatment of wastewater or sewerage sludge, or for the final disposal of residues resulting from the treatment of wastewater, including, but not limited to, pumping and ventilating stations, facilities, plants and work, connections, outfall sewers, interceptors, trunk lines, and other personal property and appurtenances necessary for their operation; and

WHEREAS, the Lower Township Municipal Utilities Authority ("Authority") operates a "wastewater treatment system," as defined in the Local Public Contracts Law; and

WHEREAS, the Authority's Rotary Press is in need of a rebuild; and

WHEREAS, the Authority has received a proposal from Sherwood Logan to perform the work necessary to rebuild the Rotary Press; and

WHEREAS, Sherwood Logan has the credentials and ability to supply the Authority with the parts and labor needed to rebuild the Rotary Press and submitted a proposal dated June March 4, 2025 indicating that it will perform the necessary service to the Rotary Press for an amount not to exceed \$70,454.35; and

WHEREAS, Sherwood Logan has completed and submitted (or will complete and submit prior to execution of the contract authorized by this Resolution) a Business Entity Disclosure Certification that certifies that Sherwood Logan has not made any reportable contributions to a political or candidate committee in Lower Township in the previous one year, and that the contract will prohibit Sherwood Logan from making any reportable contributions through the term of the contract;

WHEREAS, under the Local Public Contracts Law, contracts for the purchase of "component parts" of a "wastewater treatment system" need not be publicly bid because they fall within the list of public bidding exceptions that is set forth in N.J.S.A. 40A:11-5; and

WHEREAS, with regard to the public bidding exceptions that are set forth in the Local Public Contracts Law, N.J.S.A. 40A:11-5 provides:

Any contract the amount of which exceeds the bid threshold, may be negotiated and awarded by the governing body without public advertising for bids and bidding therefore and shall be awarded by resolution of the governing body if:

(1) The subject matter thereof consist of:

(gg) A contract for the provision of... a wastewater treatment system as defined in [N.J.S.A. 40A:11-15(19)] *or any component part or parts thereof...* Emphasis added.

WHEREAS, after consultation with the Authority's professionals, including the Authority's Solicitor, this body is of the opinion that the aforementioned Rebuild of the Filter Press is being made to "component parts" of a "wastewater treatment system" and may be procured without public bidding therefore, even if the cost thereof exceeds the bid threshold.

NOW, THEREFORE, BE IT RESOLVED, by the Members of the Lower Township Municipal Utilities Authority, in the County of Cape May and State of New Jersey, as follows:

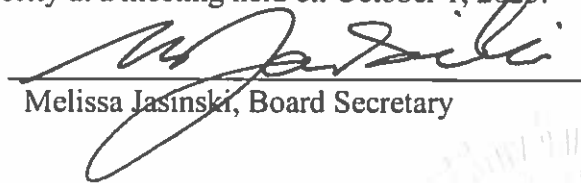
- 1) All of the statements of the preamble are repeated and are incorporated herein by this reference thereto as though the same were set forth at length.
- 2) The Authority Chairman and Authority Secretary be and they hereby are authorized to execute a contract with Sherwood Logan to perform the rebuild of the Rotary Press for a total cost not to exceed \$70,454.35.
- 3) The statutory language required by N.J.S.A. 10:2-1 and 10:5-33 hereby is incorporated into the contract by reference and the contractor is bound by said language together with the other provisions of the anti-discrimination laws of the State of New Jersey, Chapter 127 of the Laws of 1975.
- 4) This Resolution shall only be effective when a copy of a certification of availability of funds prepared by the Certifying Finance Officer of the LTMUA Authority is attached hereto.
- 5) The Business Entity Disclosure Certification and the determination of value shall be placed on file with this Resolution.
- 6) Resolution shall only become effective when a copy of the New Jersey Business Registration Certificate by Sherwood Logan is submitted to the Lower Township Municipal Utilities Authority pursuant to the provisions of N.J.S.A. 52:32-44b(1) and a copy of that New Jersey Business Registration Certificate shall be placed on file with this Resolution.

- 7) A notice of the letting of this contract shall be published in the Authority's official newspaper within ten (10) days of the date of this resolution, which notice shall state that this Resolution and the contract are on file and available for public inspection in the office of the Authority Secretary.

RESOLUTION NO. 136-2025

	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 Township of Lower Municipal Utilities Authority at a meeting held on October 1, 2023.


 Melissa Jasinski, Board Secretary



CERTIFICATION OF AVAILABILITY OF FUNDS FOR CONTRACT
ADDITION TO RESOLUTION NO. 136-2025

I, Harrison Bitting, Treasurer and Certifying Finance Officer of the Township of Lower Municipal Utilities Authority, do hereby certify pursuant to the rules of the Local Finance Board that there are available adequate funds for the proposed contract between the Township of Lower Municipal Utilities Authority and Sherwood Logan for the Rebuild of the Rotary Press. Money necessary to fund said contract has been projected in the amount of \$70,454.35. Money necessary to fund said contract has been provided for and shall be charged to the following Line Item Appropriation or Account Nos. 05-55-300-121 – Treatment Plant R & R. These funds will not be certified as being for more than one (1) pending contract.

DATE: October 1, 2025



Harrison Bitting, Treasurer
Certifying Finance Officer