

**OLD BRIDGE MUNICIPAL UTILITIES AUTHORITY
REGULAR MEETING
OCTOBER 15, 2025**

Call to Order: The Regular Meeting of October 15, 2025, was called to order at 11:00 a.m. with the Pledge of Allegiance.

Announcement: Chairman Blair announced that this meeting is being held in conformance with the Open Public Meetings Act. Notice has been published in the Asbury Park Press on January 19, 2025, and in the Home News Tribune on January 19, 2025. Notice of the meeting has been posted at 15 Throckmorton Lane, Old Bridge; at 71 Boulevard West, Cliffwood Beach; and on the OBMUA Website at www.obmua.com.

This Public Meeting is being recorded.

Roll Call:

Present:

James Blair, Chairman
Frank Weber, Vice Chairman
Anita Greenberg, Treasurer
Bruce Walker, Commissioner
Edward Casserly, Secretary
Perry Simone, Commissioner

Absent:

Mark Razzoli, Commissioner

Also Present:

Michael Roy, P.E., Executive Director
Michelle Smith, Comptroller
Mitchell B. Jacobs, Esq.

Previous Minutes:

Regular Meeting – August 20, 2025

A motion to approve the Regular Meeting Minutes of August 20, 2025, was made by Mr. Casserly and seconded by Dr. Greenberg.

The voice vote was as follows:

All Commissioners present were in favor.

No Commissioners present were opposed.

Chairman's Report: James Blair, Chairman

Chairman Blair said he does not have a report at this time.

Financial Report: Michelle Smith, Comptroller

Mrs. Smith said that her first item is the presentation of the Annual Audit Report. You have in front of you the handouts from the Auditor, as well as the Annual Report which was in your package. She said that Brian Waldron, a partner of HFA, will give an overview.

Mr. Brian Waldron thanked everyone and said that he was a partner with the firm of Holman Frenia Allison, P.C. He said that he has been working there for several years in various capacities, and he wanted to give a very high level overview of the financial statements that Michelle has referred to.

Mr. Waldron said that as Michelle referred to the Annual Audit for the Year Ended May 31, 2025, and was due to the DCA as of September 30, 2025, was submitted prior to the deadline.

Mr. Waldron said that you have a brief summary which is easier to digest. He said we rendered two opinions. The first is our Independent Audit Report. It states that the Audit was conducted in accordance with Generally Accepted Auditing Principles and Government Auditing Standards and Standards set forth by the Division of Local Government Services. In this report, Mr. Waldron said that we issued an Unmodified Opinion that states that the Financial Statements are fairly stated in all material respects.

The second opinion that we have is our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance. We have gone through a significant amount of controls. He said that we do not express an opinion on the effectiveness of those controls, but we have not identified any significant deficiencies or material weaknesses. He said there are no instances of non-compliance. It is a clean unmodified opinion.

Mr. Waldron said that in some years we have a third opinion, but we do not have one this year. It comes up only if State and Local Funds expenses were over \$750,000 which would trigger another audit.

Mr. Waldron said that we have a statement of the prior year financials.

He said there was a new pronouncement as it relates to compensated absences. He said that we had to adjust the beginning balance from last year. He said that it is just a Restatement of the Financial Statements.

Mr. Waldon said that looking at the current year overall, it is a pretty strong year with roughly about \$9.8 million dollars added to our overall fund balance this year, which left us roughly about \$14.8 million of Unrestricted Fund Balance. There is significantly more than that which is tied up in investing in Capital Assets and so forth. This represents about 30% of your Operating Budget. He said that you have about \$50 million Operating Budget and \$14.8 or \$14.9 million of Unrestricted. It is a pretty healthy fund balance. You are not operating super lean, but it is a good number overall. A good majority of the increase to your Fund Balance this year was added to your infrastructure. That is what the Authority runs on. You have lots of pipes. He said any time you add to infrastructure it is a positive thing.

He said that the Revenue side is roughly about a \$5 million increase in total Revenues this year. He said that majority of that was in developer contributions, connection fees, and also on the Water side there was an increase of rates 2.5% or 2.6%, and an increase in consumption. Expenditures were kept in line. He said 14% increase of Operating Revenue and 6% increase in expenses.

Mr. Waldon said that this is due to Michelle and her team operating within the budget and trying to stay as frugal as possible while continuing to add to our infrastructure.

Mr. Waldon said that we had no findings or recommendations as stated earlier. It is a Clean Audit. He said that he is sure Michelle will be submitting for a Certificate of Excellence again.

Mr. Waldon thanked the Authority for their trust in our firm. He asked if anyone had questions.

Attorney Jacobs said since there were no questions, he asked if all of the Commissioners had reviewed the Audit particularly the General Comments Section. He asked if any Commissioner had not done that.

Mrs. Smith said the Resolution is Certifying that all Government body members received and reviewed the Annual Audit Report, specifically the Sections "General Comments" and "Recommendations" which is on pages 108 to 110. She said also that the Commissioners have to sign the Affidavit.

A motion to approve this resolution that Certifies that all Government body members received and reviewed the Annual Audit Report was made by Mr. Walker and seconded by Mr. Casserly.

Chairman Blair asked if anyone had any questions.

Mr. Walker said that it is remarkable that when he first was involved with the Authority there were 94 employees, and now there are 70 employees. He said that speaks well.

The roll call vote was as follows:

Ayes: Greenberg, Walker, Weber, Casserly, Blair

Nays: None

Absent: Razzoli

5 Ayes 0 Nays 1 Absent

Mrs. Smith said that she has one final thing. We received a total of \$61,320.92 from Selective Insurance Company New Jersey Municipal Pool. This is for our Commercial Liability and Workers' Compensation Policies.

A motion to accept Michelle Smith's Financial Report was made by Dr. Greenberg and seconded by Mr. Casserly.

There was no discussion.

The voice vote was as follows:

All Commissioners were in favor.

No Commissioners were opposed.

Executive Director's

Report:

Michael Roy, P.E.

Status of Various Projects

Mr. Roy said the Disbrow Road Elevated Water Storage Tank is now in service. We are still currently operating the water levels through a surrogate pressure station on Village Drive until the electrical work can be completed on-site and a water level sensor can be connected into our SCADA computer system.; hopefully, by the end of the month.

As previously reported, additional work is now needed with the Laurence Harbor Water Service Replacement project on Woodbine Avenue to eliminate a newly found 4" galvanized water line. That work is now underway.

Old Bridge WTP Clarifier Bearing Replacement Contract

We need to advertise a service contract for public bids to replace a failed bearing in the clarifier tank at the Old Bridge Water Treatment Plant. The bearing has collapsed and the rotating arms that collect the iron sludge at the floor of the clarifier are uneven and scrape the floor at certain spots.

Mr. Roy said we intend to prepare the Contract Documents in-house and submit them to Mr. Jacob's office for review and approval to have a bid opening date scheduled for presentation to the Commissioners to award this service contract at a future Board Meeting.

Mr. Roy said at this time he requests authorization to go out to public bid on this contract.

Chairman Blair asked for a motion and second for authorization to advertise a service contract for public bids for the Old Bridge Water Treatment Plan Clarifier Bearing Replacement Contract.

A motion was made by Mr. Weber and seconded by Dr. Greenberg.

There was no discussion.

The roll call vote was as follows:

Ayes: Greenberg, Walker, Weber, Casserly, Blair

Nays: None

Absent: Razzoli

5 Ayes 0 Nays 1 Absent

Emergency Sewer Lateral Repair on Marlboro Road

There was a sewer lateral that broke at a residents home on 460 Marlboro Road which has a very deep sewer main approximately twenty feet deep. The Authority does not have equipment that can extend to twenty feet, so it was necessary to declare an emergency and issue a Purchase Order to Black Rock Construction since the condition could not wait until a contract was put out for public bids.

The report on the agenda of this meeting under Other Engineering Reports provides the explanation, timeframes and actions that the Authority took to be in compliance with the General Requirements for Emergency Purchases and Contracts in accordance with Administrative Law NJAC 5:34-6.1, and which has been done in the past during declared emergencies.

AT&T Negotiations Regarding the Antenna on the Rt. 35 Water Storage Tank

AT&T has an existing contract to install antennas on our Rt. 35 Water Storage Tank. That contract is about to expire, and we would like to hire a person experienced with the negotiations and current value of a contact with AT&T for the use of our water storage tank. Declan O'Scanlan has been negotiating for many years for this service, and Mr. Roy recommended that we hire him to negotiate on behalf of the Authority.

Attorney Jacobs said the resolution will be to hire Declan O'Scanlan as a Consultant to give us advice on the leasing of the antenna as opposed to just negotiating with AT&T. Attorney Jacobs said we may need a proposal from him on how much this will cost us. He said a resolution is needed to seek a proposal from Declan O'Scanlan for the purposes of employing him as a Consultant to advise the Authority as to any new opportunities to take advantage of the existing antenna to maximize rental income to the Authority.

Attorney Jacobs said a motion and a second is needed.

A motion was made by Mr. Casserly and seconded by Dr. Greenberg.

Mr. Weber asked Mr. Roy what the elevation of the ground level was where the tank is located.

Mr. Totten said it is 108 feet.

Mr. Roy said the tank is 130 feet tall.

The roll call vote as follows:

Ayes: Greenberg, Walker, Weber, Casserly, Blair

Nays: None

Absent: Razzoli

5 Ayes 0 Nays 1 Absent

2021 NJ State Law Lead and Galvanized Water Services Replacement Program Policy

Mr. Roy said In order to comply with the unfunded mandate that resulted from the 2021 State Law regarding lead and galvanized water services, the Authority will need to conduct an inventory of water service materials and prepare contracts to have any galvanized water services on the residents side replaced.

Our investigations into the water service material on the customer side for the replacement of either lead or galvanized water services in Laurence Harbor and Cliffwood Beach is ongoing and the result shows that we are finding fewer residents with galvanized pipes than previously anticipated. After we investigate all of the homes water service material, we will put a contract or contracts out to bid to replace the galvanized water services in accordance with the State Law of 2021. Mr. Roy said that out of the universe of 2,000 homes, we may be only dealing with a couple of hundred residents and we have to put contracts out. He said the staff has to come to the Commissioners for a policy. Mr. Roy said a lot of the homes already replaced their water service at their cost.

We are proposing that the residents be required to pay back to the Authority the cost of the water service replacement on their property. The residents payback of the cost to replace galvanized water services would be \$150 on a quarterly basis added to their normal quarter bill (which amounts to \$50 per month) until the cost of the water service is paid off. We are trying to get the cost of the replacement down as far as possible and to also hopefully get “loan forgiveness” from the State. A policy should be established in order to move forward with this program.

Mr. Roy said that we are going to go to the I-BANK who may give us loan forgiveness. A contractor may do it for \$3,000 instead of \$5,000 if he gets the contract

Mr. Roy said that we do not know what the ultimate price is going to be, but we wanted to start having the people who we do replace their services start paying back and building a credit toward it. He said it could get paid off in four or five years. Mr. Roy said whatever it is, it should be fair for everybody that we replace their galvanized service. He said we wanted to come to the Commissioners to establish a policy, and let you know what our thinking was, and be involved in setting this policy.

Mr. Roy said that Michelle needs to know before we start putting an extra charge on their water bill, we need to know how we are going to proceed with this.

Dr. Greenberg said if they sell the house, does it go on to the new owner of the house?

Mr. Roy said yes we can establish whatever happens in the transfer of property. He said that he is sure Attorney Jacobs will come up with something.

Mr. Jacobs said that a closing one of the attorneys or title company will see if there are any outstanding fees.

Attorney Jacobs asked Mr. Roy if he was looking for a resolution authorizing the establishment of a policy regarding the replacement of the galvanized piping.

Mr. Roy said and the repayment.

Attorney Jacobs said the policy will be represented to the Commissioners.

Mr. Roy said he attached to his report an Agreement of what we are going to be handing out to the customers on Woodbine. He said of the two people one has agreed, and the other one is refusing. We are giving them three options.

Option One is the MUA will replace it, and you pay us back. Option Two is you hire your own plumber and have it done within six months. Option Three is that you refuse to replace it.

Dr. Greenberg asked what happens if they refuse.

Mr. Roy said there is a form the DEP wants us to fill out, and whatever they do about it, he doesn't know what they will do to put pressure on them. He said our job is done at that point.

Mr. Roy said that Option One has an entry agreement, hold harmless and all necessary stuff for us to go on to their private property and get this work done. He said that one on Woodbine already signed off on it. He said that we are going to go ahead and replace that one service. Mr. Roy said that we will wait until we get this policy done for their repayment. He said, hopefully, we can get this on for the November or December meeting and start charging after that.

Attorney Jacobs said that we need a resolution authorizing Mr. Roy and Michelle Smith to work with legal counsel to develop a policy for the purposes of replacing the galvanized pipe

A motion was made by Chairman Blair and seconded by Mr. Walker.

There was no discussion.

The roll call vote was as follows:

Ayes: Greenberg, Walker, Weber, Casserly, Blair

Nays: None

Absent: Razzoli

5 Ayes 0 Nays 1 Absent

Mr. Roy said that concludes his Executive Director's Report, and he is ready to move on to the Developers.

A motion to accept Mr. Roy's Executive Director's Report was made by Mr. Casserly and seconded by Dr. Greenberg.

The voice vote was as follows:

All Commissioners were in favor.

No Commissioners were opposed.

Report Upon Developer's Application for Approval

1. SRM Concrete Plant/SRM Concrete, LLC

W25-736, Minor Water – 6 EDCUs

Mr. Roy said that this applicant is a Minor Water Approval for SRM Concrete Plant/SRM Concrete, LLC., located on Water Works Road by the S-Curve on Bordentown Avenue. This site previously came in as "Two Girls Waterworks Road".

Mr. Roy said that originally, this site was given approval for an applicant that was going to build a concrete plant but not use our water for the concrete plant. They drilled an on-site well to use for their concrete plant. They were going to build an administrative building and use our water to put it in a bathroom, and also they had to run a fire hydrant on site for fire protection. At this time, they installed the fire hydrant in but have not built the administrative building.

They leased this out to another company, SRM Concrete Plant. SRM is not happy with the quality of water from the well to use in making concrete. It contains a lot of iron. Mr. Roy said that the groundwater in this area has a heavy concentration of iron and we also need to take tons of iron out of the water and make it nice and clean and pure. Mr. Roy said with concrete it changes the color, and adhesions. It is a contaminant for concrete. They now want to instead tie into the OBMUA water system and get out water for their concrete plant.

Mr. Roy said it is a six equivalent unit operation. They can easily tie into the six-inch hydrant branch that is on site with a meter pit, and they have their water. It is a simple construction job for them. He said for us it is a Minor Water Approval. He said that he recommends Minor Water Approval, and they are going to abandon the well.

Mr. Roy said there are eight conditions in my report.

Attorney Jacobs said we need a resolution for approval of a Minor Water Application, W25-736, 6 EDCU's subject to the Comments and Conditions set forth in Mike Roy's Engineering Report of October 10, 2025.

A motion was made by Chairman Blair and seconded by Dr. Greenberg.

There was no discussion.

The roll call vote was as follows:

Ayes: Greenberg, Walker, Weber, Casserly, Blair

Nays: None

Absent: Razzoli

5 Ayes 0 Nays 1 Absent

Other Engineering Reports

1. Vista at Old Bridge, Water Application No. 22-704, Sewer Application No. S22-554, Performance Guarantee Releases

Mr. Roy said that the Vista at Old Bridge development is on Marlboro Road. He said they built three separate 3-story apartment buildings, consisting of 24 apartments each and a 4,660 SF Clubhouse that includes 1 apartment, probably the Superintendent of the site.

Mr. Roy said that the installation and testing of water and sanitary sewer construction is complete and satisfactory. Their As-Built Drawings are approved. All water meters have been installed.

Mr. Roy said that the sanitary sewer mains and appurtenances within the rights-of-way of Marlboro Road and the paper street of East Greystone Road has been dedicated to the Authority. All of the on-site and off-site water service lines, mains and appurtenances, and the on-site sanitary sewer system and appurtenances will remain privately owned and not maintained by the Authority.

The Water Escrow Account has a credit of approximately \$3,000. The Sewer Escrow Account has a credit of approximately \$14,000. This will be drawn during the closing of this application.

Mr. Roy said that he is ready to recommend Conditional Release of their Performance Guarantees. The Conditional Release of the Performance Guarantee is that all of the constructed water mains, fire hydrants and water service lines and appurtenances both on-site and off-site to remain privately owned and not maintained by the Authority.

On the Sewer Performance Guarantee, conditioned upon the on-site constructed sanitary sewer mains, laterals and appurtenances to remain privately owned and not maintained by the Authority. He said those are the Conditions that he recommends.

Attorney Jacobs said that a resolution is needed for Release of the Performance Guarantees for Vista At Old Bridge, Water Application No. W22-704 subject to the Comments and Conditions in Mr. Roy's Engineering Report of October 8, 2025, and what he has just put on the record.

A motion was made by Dr. Greenberg and seconded by Mr. Casserly.

There was no discussion.

The roll call vote was as follows:

Ayes: Greenberg, Walker, Weber, Casserly, Blair

Nays: None

Absent: Razzoli

5 Ayes 0 Nays 1 Absent

Attorney Jacobs said a resolution is needed for Release of the Performance Guarantee for Vista at Old Bridge, Sewer Application No. S22-554, subject to the Comments and Conditions that Mr. Roy just put on the record and his Engineering Report of October 8, 2025.

A motion was made by Mr. Walker and seconded by Chairman Blair.

There was no discussion.

The roll call vote was as follows:

Ayes: Greenberg, Walker, Weber, Casserly, Blair

Nays: None

Absent: Razzoli

5 Ayes 0 Nays 1 Absent

2. Leone Park Sanitary Sewer Rehabilitation, Phase 1, Contract S24-222, Final Quantities Change Order and Performance Guarantee Release

Mr. Roy said that there are two resolutions that he is requesting. He said that Leone Park is the Edgar Road, Farrington Road and Van Ethel Drive and Amoy Road area across from Big Ed's Ribs on Rt. 34. Sewer Relining work by Vortex Services, LLC, is now completed. He said that there is a Change Order that consists of the final quantities of additions and decreases in the construction cost.

Mr. Roy said that Change Order No. 1 to Vortex Services consists of the final quantities 8" diameter Cast in Place Pipe Liner, and the reduction of 10" and 12" CIPP liner needed in the work, since all of the sewer pipe was 8" diameter not 10" or 12" diameter. The 8" and 10" pre-liner items were not needed in the work, and the amount of miscellaneous allowance was less than the amount provided for in the Contract Documents.

Mr. Roy said that the total cost of the Change Order is a Minus \$43,714.33, which is an 18.72% reduction from the original contract amount of \$233,499.50 to a new contract amount of \$189,785.17.

Mr. Roy said that this Change Order is ready to be considered by the Authority.

Attorney Jacobs said a motion is needed for a resolution approving the Final Quantities Change Order No. 1 under Contract S24-222 according to the recommendations set forth in Mike Roy's October 18, 2025, Engineering Report.

A motion was made by Chairman Blair and seconded by Mr. Casserly.

There was no discussion.

The roll call vote was as follows:

Ayes: Greenberg, Walker, Weber, Casserly, Blair

Nays: None

Absent: Razzoli

5 Ayes 0 Nays 1 Absent

Mr. Roy said the second part of this is that the Performance Guarantee is ready to be released. He said that he recommends we accept the completion of this project and release the Performance Guarantee subject to the Contractor posting a two-year Maintenance Bond of 15% of the final construction cost of \$189,785.17, which would require a Maintenance Bond amount of \$28,467.78.

Attorney Jacobs said a motion and a second is needed.

A motion was made by Dr. Greenberg and seconded by Mr. Casserly for Release of the Performance Guarantee.

The roll call vote was as follows:

Ayes: Greenberg, Walker, Weber, Casserly, Blair

Nays: None

Absent: Razzoli

5 Ayes 0 Nays 1 Absent

3. Society Hill, Country Place and Lakeridge West Pump Station Connection Realignment Study, Engineering Services to R3M Engineering.

Mr. Roy said that this issue is about our study into looking at the Society Hill, County Place and Lakeridge West Pump Station Connection Realignment.

Mr. Roy said the he wanted to reported to the Commissioners the results of the Society Hill Force Main Study that R3M Engineering was previously authorized to proceed with at the May 21, 2025, Board

By way of review, the Society Hill Sanitary Sewer Pump Station and Force Main were installed in the 1980's by the Developer of the Society Hill Townhouse Development. There have been three force main breaks within the past few years with the most recent break occurring in the Spring of this year that resulted in the closing of a portion of Cottrell Road for half a day while detouring traffic to other roads. The breaks occur near a creek that crosses Ticetown and Cottrell Roads. The ductile iron pipe material of the force main is deteriorating in that location after 40 years most likely due to acid soils near the creek area.

Mr. Roy said that we had to do this with the Cedar Ridge Force Main, and we ran it from Cedar Ridge up to Yardley Manor, which did not exist when Cedar Ridge was built, and we got rid of that maintenance problem on Ticetown Road. We are trying to do the same thing here with Society Hill.

There were two main aspects in the original study. One aspect was to evaluate the condition of this force main and replace some or all of the pipe as necessary. There was also an aspect of the study to see if the force main discharge location could be relocated upstream from its current location in order to shorten the force main length which is 1.25 miles to both save money with pumping costs and to avoid future breaks in the downstream section of the force main pipe.

The results of that study were reviewed with the Authority staff employees, and it was determined that additional study of other pump stations would be necessary to address the possibility of shortening the Society Hill Force Main by relocating its discharge point, due to the additional sewage flows contributed from other pump stations, namely, the Country Place and Lakeridge West Sewage Pump Stations into the various gravity sewer mains.

Mr. Roy said that maybe we can eliminate some of these pump stations and shorten force mains but is going to require additional study. We want to look at the feasibility of doing that and the cost involved. He said if you eliminate a pump station, you eliminate the maintenance and the electrical cost.

Mr. Roy said that we received a proposal for R3M Engineering for \$52,700. He said \$10,000 of this is for getting sub-consultant. He said the three tasks we are hoping to get from this is to confirm the route, plus the cost to shorten the Society Hill Force Main. He said that the second thing is to confirm the feasibility and cost for a gravity connection to eliminate the Lakeridge West Pump Station and Force Main. The third thing is to confirm the feasibility and cost for a gravity connection to eliminate the Country Place Pump Station and Force Main.

Mr. Roy said that he thinks that it is worthwhile getting more information and bring the whole study to the Commissioners and see whether it makes sense. There will be payback, but all of that can be figured into our Feasibility Study.

Mr. Roy said that this requires a little bit more study on this. It dominoed from our study on the Society Hill Pump Station.

Mr. Roy said that he recommends that R3M Engineering be authorized to proceed with the Engineering Services.

Dr. Greenberg said you mentioned the force main broke three times. What was the breakage? Was it the same each time?

Mr. Roy said it was an area that crosses a creek by the bottom of Cottrell Road near Ticetown Road. He said there has to be clay and acidy soil there in that spot.

We initially looked at maybe we just needed to put a band aid on some of this pipe, plastic through bad areas. He said do test pits. It turned into this because if we fix that area we still could have other problems further down. If we shortened it, we could eliminate those future problems. We do not have to put any money into a pipe we have abandoned.

Mr. Roy said that we want to see what the condition of the pipe was but also see if we can shorten it. We have a force main that is over a mile long which builds up a lot of odors, and we use chemicals to control that.

Chairman Blair asked if the study will include possible future projects.

Mr. Roy said yes, that is why we want to design something that will also include other undeveloped areas in the capacity of what we are doing. He said it is looking at the whole picture.

Chairman Blair said that will come up in this report.

Mr. Roy said yes.

Attorney Jacobs said we need a motion for resolution authoring R3M Engineering to perform engineering services in connection with the project known as Society Hill, County Place and Lakeridge West Pump Station Connection Realignment Study in amount not to exceed \$52,700 in accordance with R3M's Proposal of October 7, 2025.

A motion was made by Dr. Greenberg and seconded by Mr. Casserly

There was no discussion.

The roll call vote was as follows:

Ayes: Greenberg, Walker, Weber, Casserly, Blair

Nays: None

Absent: Razzoli

5 Ayes 0 Nays 1 Absent

4. Emergency Sewer Lateral Repair at 460 Marlboro Road, Award Emergency Contract to Black Rock Enterprises, LLC

Mr. Roy said that there is an Administrative Code Law for us to follow that have requirements that must be met for us to award an Emergency Contract.

There are five items that we must comply with to declare an Emergency Contact. Mr. Roy said that he addressed each one of those five items in this Engineering Report for establishing an emergency contract that has not gone out for public bid.

The requirements that have to be met are:

1. *An actual or imminent emergency must exist requiring an immediate delivery of the goods or the performance of the service.*

Mr. Roy said that there was a complaint from a resident of a sewage blockage. He said that the lateral was on the Authority's side in the street. It was filled with stone, sand and soil. This condition is from a broken sewer lateral pipe. It has to be excavated and repaired. He said that the sewer main on Marlboro Road is approximately 20 feet deep, and the Authority does not have that equipment for that. Mr. Roy said that an outside vendor has to be used to perform these repairs. The resident was without sewer service, so time is of the essence, and, therefore, no time to put out a contract for public bids.

2. *A description of the nature of the emergency and the estimated needs for goods and services necessary to respond to it must be identified to those persons in responsible charge.*

Mr. Roy said that a report from Walter E. Gillins, Sewer Division Superintendent, describes the nature and events that lead to the need for an emergency. He said that the Sewer Division received a complaint on Thursday, September 4, 2025, from the resident, describing what they

believed was a sewer backup. The resident had already attempted to clear out the sewer lateral blockage by hiring Archer Plumbing at a cost of \$559.78.

They were unsuccessful in their attempt to clear out the blockage and was told to call the Authority. The Authority's crew performed a CCTV inspection of the sewer lateral from the sewer main in the street and found that the lateral was full of stone, sand and soil. The Sewer Division Superintendent contacted me immediately to discuss the issue. Since the Authority does not have equipment that can excavate twenty feet to reach the depth that possibly could be necessary to repair the sewer lateral, the Superintendent was instructed to find an outside vendor capable of performing this repair. By Monday, September 8, 2025, the sewer lateral was completely blocking any sewage flow from the home, and time was of the essence. Attempts to find a utility contractor that was available for emergency work were unsuccessful until Black Rock Enterprises, LLC agreed to do the repair. On Wednesday, September 10, 2025, Black Rock Enterprises was mobilized and performed the repair. He said we had to pay emergency rate. He said the price was \$76,885.18.

3. *The emergency purchasing procedure may not be used unless the need for the goods and services could not have been reasonably foreseen.*

The damaged sewer lateral from the home at 460 Marlboro Road could not have been reasonably foreseen.

Mr. Roy said it has to be something that is not reasonably foreseen. He said that the damaged sewer lateral from this home could not have been foreseen. That is pretty straightforward.

4. *The contract shall be of such limited duration as to meet only the immediate needs of the emergency.*

The scope of work in the Purchase Order issued to Black Rock Enterprises, LLC represents contract for goods and services that only meets the immediate need of the emergency to enable the sewer lateral repair at 460 Marlboro Road to be done safely.

5. *Under no circumstances shall the emergency purchase procedure be used to enter into a multi-year contract.*

The work performed by Black Rock Enterprises, LLC does not include a multi-year contract.

Based on the Authority complying with the requirements of NJAC 5:34-6, Mr. Roy recommends that the Authority ratify a Purchase Order emergency contract to Black Rock Enterprises, LLC for the repair of the sewer lateral at 460 Marlboro Road. Also, to authorize whatever other legal requirements would be necessary to effectuate the emergency contract, including possibly reimbursing the resident of their plumbing cost in their failed attempt to remove the blockage. The plumber could never have been able to do this. The amount is \$559.78. He said this could be put on as a credit on their sewer bill.

Chairman Blair asked if the Sewer Division has an emergency contractor, since they do a lot of their own repairs.

Mr. Roy said no that they do not have an emergency contractor. He said that a crew on the Sewer Division are doing their own repairs. Mr. Roy said that for the most part that is the way it is done. Every once in a while there is a sewer main down twenty deep in the ground and whenever that happens it has to be handled by an outside vendor, especially if the homeowner is without a service and is an emergency. It is a health concern.

Chairman Blair asked if we can consider in the future for an emergency contractor for scenarios like that.

Mr. Roy said that we definitely want to have at least a handful of contractors on notice that we could be calling them in an emergency. He said usually we get responses, but for some reason they were busy or could not do it this time. They charge accordingly for emergency work.

Dr. Greenberg asked if only the contractor had the equipment that you needed.

Chairman Blair said that the Authority basically has the same equipment, but it had to do with the depth.

Attorney Jacobs said that even if you had the capability of owning or renting that equipment, it doesn't matter if there is a skill involved in operating at that depth.

Attorney Jacobs said that Mr. Roy did a good job in writing this up. He said it was an emergency and needed to be done.

Attorney Jacobs said that we need a motion ratifying the contract awarded in connection with the emergency sewer lateral repair at 460 Marlboro Road and also authorizing reimbursement to the homeowner of the \$559.78 that they incurred in trying to fix it.

A motion was made by Dr. Greenberg and seconded by Mr. Walker.

There was no discussion.

The roll call vote was as follows:

Ayes: Greenberg, Walker, Weber, Casserly, Blair

Nays: None

Absent: Razzoli

5 Ayes 0 Nays 1 Absent

5. Award Annual Contracts for Water Chemicals, Contract No. W25-241, Bagged Hydrated Lime to George S. Coyne Chemical Company

Mr. Roy reported that there were two bidders on this contract. The lowest bidder, George S. Coyne Chemical Company, submitted a unit price which was 15.3% lower than the current year's contract unit price from our current vendor Main Pool Chemical Company. This new unit price will result in a decrease to the Authority for the year of approximately \$25,400 for the cost of bagged lime chemical deliveries compared to last year's bid price.

Main Pool came in with a higher price of \$21.65 but George S. Coyne came in at \$17.57 for a fifty-pound bag.

Mr. Roy recommended awarding this contract to the lowest responsible and responsive bidder, George S. Coyne Chemical Company of Croydon, PA. for the unit price bid.

A motion was made by Dr. Greenberg and seconded by Mr. Casserly.

There was no discussion.

The roll call vote was as follows:

Ayes: Greenberg, Walker, Weber, Casserly, Blair

Nays:	None	
Absent:	Razzoli	
5 Ayes	0 Nays	1 Absent

6. Contract No. W25-242, DELPAC 2000 to USALCO, LLC

Mr. Roy said that this product is our coagulant that settles the iron to the bottom of the clarifier. The contract has two items in it. One is a Full Load, which for the most part is what Ray Totten uses and delivers it to different plants.

DELPAC 2000, FULL LOAD

Mr. Roy said that there were two bidders for this item of the contract. The lowest bidder, USALCO, LLC submitted a unit price for this item, which was essentially the same, but slightly lower than the current year's contract unit price, from our current vendor, which is also USALCO, LLC. This will result in a decrease to the Authority for the year of approximately \$25 for the cost of a full load of DELPAC 2000 chemical deliveries.

Mr. Roy recommended awarding Item No. 1 of this contract to the lowest responsible and responsive bidder for this item, USALCO, LLC, of Baltimore MD, for unit price bid.

DELPAC 2000, PARTIAL LOAD

Mr. Roy said that there were also two bidders for this item of the contract. The lowest bidder, USALCO, LLC submitted a unit price for this item, which was 1.5% higher than the current year's contract unit price, from our current vendor, which is also USALCO, LLC. This will result in an increase to the Authority for the year of approximately \$1,080 for the cost of a partial load of DELPAC 2000 chemical deliveries.

Mr. Roy recommended awarding Item No. 2 of this contract to the lowest responsible and responsive bidder for this item, USALCO, LLC, of Baltimore, MD, for the unit price bid.

A motion was made by Mr. Casserly and seconded by Mr. Weber.

There was no discussion.

The roll call vote was as follows:

Ayes: Greenberg, Weber, Walker, Casserly, Blair
Nays: None
Absent: Razzoli
5 Ayes 0 Nays 1 Absent

7. Contract No. W25-243, Sodium Hypochlorite to Miracle Chemical Company

Mr. Roy reported that there was one bidder for this section of the contract. The lone bidder, Miracle Chemical Company submitted a unit price for this item, which was 4.8% lower than current year's unit price, from our current vendor, which is also Miracle Chemical Company. This new unit price will result in a decrease to the Authority for the year of approximately \$9,500 for the cost of sodium hypochlorite chemical deliveries compared to last year's bid price.

Mr. Roy recommended awarding this contract to the lowest responsible and responsive bidder, Miracle Chemical Company of Farmingdale, NJ. for the unit price bid.

A motion was made by Dr. Greenberg and seconded by Mr. Casserly.

The roll call vote was as follows:

Ayes: Greenberg, Weber, Walker, Casserly, Blair
Nays: None
Absent: Razzoli
5 Ayes 0 Nays 1 Absent

Mr. Roy said that concludes all his reports.

Chairman Blair asked if anyone had any questions?

There was none.

A motion to accept Mr. Roy's Engineering Report was made by Dr. Greenberg, It was seconded by Mr. Casserly.

The voice vote was as follows:

All Commissioners were in favor.

No Commissioners were opposed.

Superintendent's Report: Wally Tier, Superintendent – Distribution – Water Division

Mr. Tier said that he submitted his report, and asked if anyone had any Questions.

There were none.

A motion to approve Mr. Tier's Superintendent's Report was made by Dr. Greenberg and seconded by Mr. Casserly.

The voice vote was as follows:

Ayes: Greenberg, Walker, Weber, Casserly, Blair

Nays: None

Absent: Razzoli

5 Ayes 0 Nays 1 Absent

Superintendent's Report: Ray Totten, Superintendent – Treatment – Water Division

Mr. Totten said that he submitted his report, and asked if anyone had any Questions.

There were none.

The voice vote was as follows:

Ayes: Greenberg, Walker, Weber, Casserly, Blair

Nays: None

Absent: Razzoli

5 Ayes 0 Nays 1 Absent

Superintendent's Report: Walter E. Gillins, Superintendent, Sewer Division

Mr. Gillins said that he submitted his report, and asked if anyone had any Questions.

There were none.

The voice vote was as follows:

All Commissioners were in favor.

No Commissioners were opposed.

5 Ayes 0 Nays 1 Absent

Bills & Claims: Dr. Greenberg, Treasurer, said that we have for this month a total of \$2,118,528.09.

A motion to approve the Bills & Claims in the amount of \$2,118,528.09 was made by Mr. Casserly and seconded by Mr. Weber.

There was no discussion.

The roll call vote was as follows:

Ayes: Greenberg, Walker, Weber, Casserly, Blair

Nays: None

Absent: Razzoli

5 Ayes 0 Nays 1 Absent

Legal Report: Mitchell B. Jacobs, Esq.

Attorney Jacobs said he does not have a Legal Report.

Old Business: Dr. Greenberg said that she wanted to thank Ray Totten for responding to my call about complaints about the color of the water.

Mr. Walker said that he would like to congratulate Michelle Smith and her team on another clean audit.

Dr. Greenberg also said good job.

Open to Public: Chairman Blair opened the meeting to the public.

Chairman Blair said it is limited to a maximum period of three minutes per person.

There was no public wishing to speak.

Chairman Blair closed the public portion.

Executive Session: The Board did not go into Executive Session.

Adjournment: A motion to adjourn the meeting was made by Dr. Greenberg and seconded by Mr. Walker.

The voice vote was as follows:

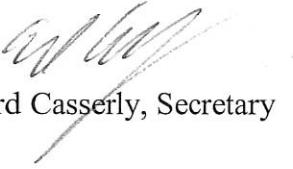
All Commissioners were in favor.

No Commissioners were opposed.

5 Ayes 0 Nays 1 Absent

The meeting was adjourned at 12:03 p.m.

Respectfully submitted,


Edward Casserly, Secretary