

RESOLUTION AUTHORIZING EXECUTIVE SESSION

WHEREAS, this Authority is authorized, pursuant to N.J.S.A. 10:4-12 to exclude the public from that portion of this meeting for purposes of discussing specific matters as permitted by N.J.S.A. 10:4-12; and,

WHEREAS, this Authority intends to discuss certain matters which are deemed confidential pursuant to N.J.S.A. 10:4-12, in Executive Session:

WHEREAS, at this time the Authority cannot determine the time when the discussion to be held in Executive Session will be made public but will disclose the minutes of the Executive Session when the need for confidentiality no longer exists.

NOW, THEREFORE, be it resolved by the Sussex County Municipal Utilities Authority that this meeting shall be adjourned to an Executive Session (closed session) and the public will be excluded in order that the Authority may discuss the items listed below, and upon reconvening this public meeting the Chairman will announce, if possible, the time when and the circumstances under which the discussion conducted in Executive Session will be disclosed to the public. This resolution is authorized and allowed by and pursuant to N.J.S.A. 10:4-13.

- ☐ (1) Any matter which, by express provision of federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of subsection a. of this section.

The general nature of the subject to be discussed per N.J.S.A. 10:4-13(a):

- ☐ (2) Any matter in which the release of information would impair a right to receive funds from the Government of the United States.

The general nature of the subject to be discussed per N.J.S.A. 10:4-13(a):

- ☐ (3) Any material the disclosure of which constitutes an unwarranted invasion of individual privacy such as any records, data, reports, recommendations, or other personal material of any educational, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing, relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned (or, in the case of a minor or incompetent, his guardian) shall request in writing that the same be disclosed publicly.

The general nature of the subject to be discussed per N.J.S.A. 10:4-13(a):

- ☐ (4) Any collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.

The general nature of the subject to be discussed per N.J.S.A. 10:4-13(a):

- ☐ (5) Any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

The general nature of the subject to be discussed per N.J.S.A. 10:4-13(a):

- ☐ (6) Any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of violations or possible violations of the law.

The general nature of the subject to be discussed per N.J.S.A. 10:4-13(a):

- ☒ (7) Any pending or anticipated litigation or contract negotiations other than in subsection b. (4) herein in which the public body is, or may become a party.

The general nature of the subject to be discussed per N.J.S.A. 10:4-13(a):

Upper Wallkill Facility Nitrate Rehabilitation Project, Vernon Township
Litigation, Wastewater Connection Hardship Policy - Legal Matters

☐ (8) Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

The general nature of the subject to be discussed per N.J.S.A. 10:4-13(a):

☒ (9) Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of, promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting.

The general nature of the subject to be discussed per N.J.S.A. 10:4-13(a):

Personnel Matters

☐ (10) Any deliberations of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party as a result of an act or omission for which the responding party bears responsibility.

The general nature of the subject to be discussed per N.J.S.A. 10:4-13(a):

NOW, THEREFORE, be it further resolved by the Sussex County Municipal Utilities Authority that pursuant to N.J.S.A. 10:4-13(b) the time when and the circumstances under which the discussion conducted in closed session of the public body can be disclosed to the public is when the need for confidentiality no longer exists.

Certified as a true copy of the
Resolution adopted by the Authority
at their Regular Authority Meeting held
on September 16, 2026


Andrea Cocula, Secretary

**RESOLUTION RE: ESTABLISHING AN AMENDED AND RESTATED
HARDSHIP POLICY WITH A CONNECTION FEE
HARDSHIP PAYMENT PLAN FOR QUALIFYING NOT-
FOR-PROFIT ENTITIES WITHIN THE SCMUA UPPER
WALLKILL WASTEWATER TREATMENT SYSTEM**

WHEREAS, the Sussex County Municipal Utilities Authority Board of Commissioners ("SCMUA" or "Authority") finds and declares that sewer connection charges for the Upper Wallkill Wastewater Treatment System ("UWWTS") may, in certain circumstances, present a significant financial burden to qualifying not-for-profit entities seeking to connect an existing developed property to the UWWTS; and

WHEREAS, SCMUA recognizes that qualifying not-for-profit organizations provide important charitable, religious, educational, community, and other services to residents and communities within the UWWTS service area and that, unlike typical commercial entities, such organizations may rely substantially upon donations, contributions, grants, or other limited sources of revenue to support their operations and services; and

WHEREAS, SCMUA finds and declares that maintaining a hardship policy for qualifying not-for-profit entities is important to provide a reasonable and consistent means of addressing circumstances in which the immediate payment of a sewer connection charge would create a financial hardship, while at the same time protecting SCMUA's financial interests and ensuring that the full connection charge remains payable; and

WHEREAS, SCMUA finds and declares that, within the Authority's reasonable and lawful discretion, providing an installment payment plan for qualifying not-for-profit entities experiencing a financial hardship will alleviate the immediate financial burden associated with the payment of SCMUA UWWTS sewer connection charges while preserving the Authority's right to collect the full connection fee established pursuant to the Authority's applicable rate schedule and N.J.S.A. 40:14B-22; and

WHEREAS, SCMUA previously established and implemented hardship payment arrangements within the UWWTS for participating municipal entities that requested same, including on or about August 7, 2013, for Vernon Township through its Municipal Utilities Authority; on or about April 20, 2016, for Sparta Township; and on or about November 29, 2023, for Sussex Borough; and

WHEREAS, SCMUA finds and declares that SCMUA, Sussex County residents, SCMUA ratepayers, UWWTS system participants, and the communities served by qualifying not-for-profit organizations may benefit from continuation of a hardship payment program under an amended and restated centralized policy applicable exclusively to qualifying not-for-profit entities located within UWWTS participating municipal entities, subject to the requirements, terms, and conditions set forth herein; and

- a. The applicant/property owner shall remain responsible for payment of the full SCMUA sewer connection fee calculated pursuant to the Authority's applicable rate schedule, together with SCMUA's reasonable attorneys' fees and all costs incurred by SCMUA in connection with the preparation, execution, recording, administration, enforcement, and discharge of the Hardship Agreement, including lien preparation, recording and discharge fees, and other applicable costs and fees.
- b. The outstanding SCMUA connection fee may be paid over a period of up to five (5) years, subject to the payment schedule established in the Hardship Agreement.
- c. Unless otherwise approved by the SCMUA Board of Commissioners, the connection fee shall be paid in a maximum of five (5) equal annual installments. The first installment, equal to twenty percent (20%) of the calculated connection fee, together with applicable filing and recording fees and other costs due at execution, shall be paid upon execution of the Hardship Agreement. The remaining installments shall be due and payable no later than January 31st of each succeeding year.
- d. The property owner shall agree and acknowledge that SCMUA may record with the Sussex County Clerk and/or the appropriate municipal official or office, as applicable, a lien or other lawful security interest against the subject property securing the outstanding connection fee, together with any applicable interest, default charges, costs of collection, attorneys' fees, recording fees, and other amounts due under the Hardship Agreement, to the extent permitted by law.
- e. If the applicant/property owner fails to make any required payment within thirty (30) days after the applicable payment due date, the applicant/property owner shall be considered in default. Upon default, the entire remaining unpaid balance of the SCMUA connection fee, together with any applicable interest, costs of collection, attorneys' fees, and other amounts due under the Hardship Agreement, shall become immediately due and payable, subject to any notice and cure requirements contained in the Hardship Agreement.
- f. In the event the subject property is sold, transferred, conveyed, or otherwise transferred to another owner, the entire outstanding balance of the SCMUA connection fee and all other amounts then due under the Hardship Agreement shall become immediately due and payable at or prior to closing, unless SCMUA, in its sole discretion and in writing, agrees to an assumption or other arrangement permitted by law.
- g. Each Hardship Payment Plan and Hardship Agreement shall be subject to approval by resolution of the SCMUA Board of Commissioners prior to becoming effective and enforceable.
- h. Participation in the Hardship Payment Plan shall not reduce, waive, forgive, or otherwise modify the applicant's obligation to pay the full SCMUA connection fee. The Hardship Payment Plan is solely an accommodation allowing payment of the full connection fee over time in accordance with the terms of the approved Hardship Agreement.

WHEREAS, the Authority intends that this Hardship Policy provide for the deferral of payment of the full connection fee over an established payment period and shall not constitute a waiver, reduction, forgiveness, or modification of the amount of the connection fee otherwise due and payable to SCMUA;

WHEREAS, on June 17, 2026, the SCMUA Board of Commissioners determined that they will further limit the availability of Hardship Waiver Program only to qualifying not-for-profit entity.

NOW, THEREFORE, BE IT RESOLVED, by the Sussex County Municipal Utilities Authority Board of Commissioners ("SCMUA" or "Authority"), as follows:

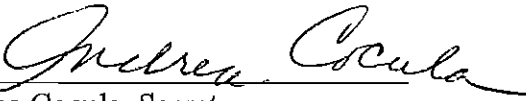
1. The foregoing recitals are incorporated herein by reference as if set forth at length.
2. The SCMUA does hereby establish a SCMUA Hardship Policy applicable to all Upper Wallkill Wastewater Treatment System ("UWWTS") system participants ("SCMUA Hardship Policy"), as detailed herein and as may be amended from time-to-time.
3. The SCMUA Hardship Policy shall provide a "Hardship Payment Plan" under which a qualifying not-for-profit entity may pay its full SCMUA sewer connection fee, as established pursuant to the Authority's applicable rate schedule and N.J.S.A. 40:14B-22, in installments over a period of up to five (5) years, subject to the terms and conditions set forth herein.
4. For purposes of this SCMUA Hardship Policy, a "qualifying not-for-profit entity" shall mean an existing charitable organization, religious organization, church, or other private entity that is recognized by the Internal Revenue Service as exempt from federal income taxation pursuant to Section 501(c)(3) of the Internal Revenue Code, as amended.
5. An applicant seeking approval of a Hardship Payment Plan shall submit its request in writing. The application shall include such information and documentation as SCMUA may reasonably require to determine the applicant's eligibility and ability to enter into and comply with the Hardship Agreement.
6. SCMUA shall only consider a Hardship Payment Plan for an existing developed commercial or institutional property owned or occupied by a qualifying not-for-profit entity that has first been approved for a sewer connection fee hardship by the UWWTS participating municipal entity having jurisdiction over the subject property, where such municipal hardship program is applicable. Applicants shall provide SCMUA with satisfactory documentation demonstrating acceptance into the applicable local participating municipal entity's hardship program. Approval by a participating municipal entity shall not obligate SCMUA to approve a Hardship Payment Plan. SCMUA shall retain sole discretion to determine whether an applicant satisfies the requirements of this SCMUA Hardship Policy.
7. If SCMUA approves an applicant for a Hardship Payment Plan, the applicant and property owner, if different, shall be required to execute a written "Hardship Agreement" in a form approved by SCMUA and its counsel. The Hardship Agreement shall acknowledge and provide, at a minimum, as follows:

8. This SCMUA Hardship Policy revises, restates, amends, and replaces all prior SCMUA hardship policies applicable to the UWWTS. This SCMUA Hardship Policy shall govern all new hardship payment arrangements approved after the effective date of this Resolution. Nothing herein shall invalidate or modify any hardship agreement previously approved and executed by SCMUA, unless expressly amended in writing by SCMUA and the applicable property owner.

BE IT FURTHER RESOLVED, that all SCMUA Commissioners, staff, professionals, participating municipalities, ratepayers, and UWWTS system participants are directed to take any and all actions necessary or appropriate to effectuate the terms of the SCMUA Hardship Policy; and

BE IT FURTHER RESOLVED, that copies of this Resolution shall be distributed to all participating entities in the UWWTS and the SCMUA Treasurer.

Certified as a true copy of action taken
at the June 17, 2026 Regular Meeting
and of the memorializing Resolution
of Approval adopted by the
Commissioners at their Regular Meeting
on Wednesday, September 16, 2026.


Andrea Cocula, Secretary

RESOLUTION AUTHORIZING AN ENERGY AGENT CONTRACT WITH GABEL ASSOCIATES, INC., AND AUTHORIZING THE EXECUTIVE DIRECTOR (JOSEPH SESTO) AND IN HIS ABSENCE THE COMPTROLLER (TIMOTHY DAY) TO AWARD A CONTRACT AND/OR REJECT BIDS IN RESPONSE TO THE REQUEST FOR BIDS FOR ELECTRIC GENERATION SERVICE ISSUED ON BEHALF OF THE NEW JERSEY SEWERAGE AND MUNICIPAL UTILITY AUTHORITY ELECTRICAL SUPPLY AGGREGATION

WHEREAS, the Sussex County Municipal Utilities Authority ("Authority") has participated in the formation and implementation of the New Jersey Sewerage and Municipal Utility Authority Electrical Supply Aggregation ("NJSMUAESA"), which is a consortium of New Jersey Sewerage and Municipal Utility Authorities formed for the purpose of soliciting and securing bids on an aggregated basis for electric generation service from licensed electric power suppliers pursuant to the provisions of the "Electric Discount and Energy Competition Act" (P.L. 1999, c.23, N.J.S.A. 48:3-49 *et. seq.*, "the Act"), and thereby and thereby enjoying the benefits of joint purchasing and bulk power purchasing discounts; and

WHEREAS, the existing electric power supply contract(s) for the Authority's electric accounts, awarded and entered as a result of a bid conducted by the NJSMUAESA in October 2024, February 2025 and March 2025 will expire upon the meter read dates in either November 2026 or May 2027 for each Authority electric account; and

WHEREAS, the Authority desires to continue its purchase of electric generation service for its electric accounts as a participant in the NJSMUAESA to derive the benefits of bulk purchasing discounts; and

WHEREAS, the NJSMUAESA intends to issue a Request for Bids ("RFB") on or about September 8, 2026 for the purpose of seeking bids for electric generation service from licensed electric power suppliers to replace the current supply contract(s) scheduled to expire in November 2026 and May 2027; and

WHEREAS, as a participant in the NJSMUAESA the Authority requires the services of an "Energy Agent," as defined in the "Electric Discount and Energy Competition Act," to administer the bid process and arrange for the sale of retail electric generation service by a licensed retail electric power supplier to the Authority; and

WHEREAS, the Energy Agent shall provide the Authority with services, including but not limited to, analyzing the Authority's energy needs, quantifying the Authority's load profile, developing an energy plan for the Authority, preparing bid specifications and, upon approval of the bid specifications, bidding a contract for the supply of electric generation service to the Authority; and

WHEREAS, the Energy Agent shall not receive and monetary compensation directly from the Authority for the services to be provided; and

WHEREAS, the Authority and the Energy Agent agree that the electricity supply contract(s) ("ESC") between the Authority and the awarded supplier(s) shall provide that the awarded supplier pay the Energy Agent a monthly administrative fee for each account served at a rate of \$.0006 per kilowatt-hour for all months of the ESC; and

WHEREAS, the Authority is desirous of authorizing the award of a contract to Gabel Associates as an extraordinary, unspecifiable service without competitive bidding pursuant to N.J.S.A. 40A:11-1 *et seq.*, after a fair and open process; and

WHEREAS, Gabel Associates, with a principal place of business located at 417 Denison Street, Highland Park, NJ 08904, is a duly registered Energy Agent pursuant to the Act; and

WHEREAS the Authority previously approved the retention of Gabel Associates, Inc. as the Authority's Energy Agent in connection with the procurement of electricity supply for the Authority's electric accounts; and.

WHEREAS, it is the NJSMUAESA's intent to receive bid price submittals on or about October 6, 2026 in response to the RFB to be issued on or about September 8, 2026; and

WHEREAS, due to the fact that the electricity market is highly volatile and bid prices will not be guaranteed past 3:00 p.m. on the day that bids are accepted, the award or rejection of bid(s) must be made on the Authority's behalf by its designated representative by no later than 3:00 p.m. on bid day;

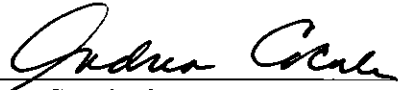
NOW, THEREFORE, BE IT RESOLVED that the Sussex County Municipal Utilities Authority ("Authority") is hereby authorized to participate with the NJSMUAESA for the purpose of securing bids for electric generation service from licensed electric power suppliers for a contract to replace the existing electricity supply contract(s) expiring in November 2026 and May 2027, pursuant to the "Electric Discount and Energy Competition Act" (P.L. 1999, c.23, N.J.S.A. 48:3-49 *et seq.*, "the Act"), Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.*, and applicable regulations.

BE IT FURTHER RESOLVED that the Authority's Executive Director, or in his absence the Comptroller, is hereby authorized to act in his sole discretion as the Authority's designated representative to award a contract for the applicable Bid Group(s) to the low, qualified bidder for the contract term and pricing product deemed most beneficial to the Authority, by executing an Award Letter on the day of bid receipt and subsequently executing the Model Supply Contract, or reject an electricity bid, in conjunction with the NJSMUAESA Request for Bids to be issued on or about September 8, 2026. Such authorization to award a contract to the low bidder as the Authority's designated representative is subject to the low bid being equal to or less than the Trigger Price(s) to be established for the applicable Bid Group(s) containing the Authority's accounts prior to the date of receipt of bids by the NJSMUAESA, under the advisement of the Energy Agent.

BE IT FURTHER RESOLVED that, notwithstanding the foregoing, the Authority's Executive Director or in his absence the Comptroller, may reject any bid, including, if necessary, all bids (and not award a contract), and if desirable, to authorize the NJSMUAESA to rebid the contract, provided that such rejection is in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1 *et seq.*

BE IT FURTHER RESOLVED that the Authority hereby approves the retention of Gabel Associates, Inc. as the Authority's Energy Agent in connection with the procurement of electricity supply for the Authority's electric accounts.

Certified as a true copy of the Resolution
adopted by the Authority at their Regular Authority Meeting
held on Wednesday, September 16, 2026.


Andrea Cocula, Secretary

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**SUSSEX COUNTY MUNICIPAL UTILITIES AUTHORITY
(SCMUA)**

FISCAL YEAR: FROM: DECEMBER 1, 2026 TO: NOVEMBER 30, 2027

WHEREAS, the Annual Budget and Capital Budget for the Sussex County Municipal Utilities Authority (SCMUA) for the fiscal year beginning December 1, 2026 and ending, November 30, 2027 has been presented before the governing body of the SCMUA at its open public meeting of September 16, 2026; and

WHEREAS, the Annual Budget as introduced reflects Total Revenues of \$28,776,050, Total Appropriations, including any Accumulated Deficit if any, of \$31,106,050 and Total Unrestricted Net Position utilized of \$2,330,000; and

WHEREAS, the Capital Budget as introduced reflects total Capital Appropriations of \$2,876,300 and Total Unrestricted Net Position planned to be utilized as funding thereof, of \$0; and

WHEREAS, the schedule of rates, 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 SCMUA, at an open public meeting held on September 16, 2026 that the Annual Budget, including all related schedules, and Capital Budget/Program of the SCMUA for the fiscal year beginning, December 1, 2026 and ending, November 30, 2027 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 SCMUA will consider the Annual Budget and Capital Budget/Program for adoption on November 25, 2026.

Certified as a true copy of the
Resolution adopted by the Authority
at their Regular Meeting held on
Wednesday, September 16, 2026


Andrea Cocula, Secretary

Governing Body

R. Petillo
T. Madsen
W. Dietz
A. Cocula
K. Meyer
J. Drake
J. Wesley
J. Finkeldie
M. Poggi

<u>Recorded Vote</u>		
Aye	Nay	Abstain Absent
X		
X		
X		
X		
		X
X		
X		
X		
X		