

RESOLUTION NO. 0026 - 2025

**RESOLUTION OF THE BERKELEY TOWNSHIP MUNICIPAL UTILITIES
AUTHORITY, COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING THE RELEASE OF A CASH PERFORMANCE BOND FOR
JERMAN – ARLINGTON AVENUE PROJECT,
BLOCK 675, LOTS 14, 16, 18 & 20**

WHEREAS, by Resolution #32-2021, dated May 18, 2021, the Berkeley Township Municipal Utilities Authority (hereinafter referred to as the “Authority”) required that a performance bond be posted with the Authority for the work to be done on the referenced project; and

WHEREAS, said performance bond in the cash amount of \$24,102.00 representing the bond to guarantee construction of the improvements was posted with the Authority; and

WHEREAS, Derasmo Excavation, for Jeffrey Jerman, has completed the improvements set forth in the original application; and

WHEREAS, the Authority has received a request from the developer to release the performance guarantees posted in conjunction with said project; and

WHEREAS, the Authority Engineer has reviewed the project files and made site observations indicating that the work associated with the project has been completed; and

WHEREAS, the Authority Engineer has recommended a release of the performance guarantees associated with the project in the report dated March 25, 2025:

NOW, THEREFORE, BE IT RESOLVED, this 27th day of March, 2025, by the Berkeley Township Municipal Utilities Authority, County of Ocean, State of New Jersey, as follows:

1. The Authority hereby authorizes the release of the performance bond previously posted with the Authority to ensure completion of the improvements associated with this project.

2. This release is subject to the posting of a cash maintenance guarantee in the amount of 15% of the cost of improvements or \$3,012.75 for a period of two (2) years from the date of this Resolution.
3. The Authority hereby authorizes and directs the Chairperson, Secretary and Executive Director to execute any and all necessary documents in order to implement the intent of this Resolution.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded by the Executive Director to the following:


- a. Honorable Michael W. Hale, Chairperson;
- b. The Municipal Clerk of the Township of Berkeley;
- c. CME Associates;
- d. Jeffrey Jerman; and
- e. Berry, Sahradnik, Kotzas & Benson.

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Berkeley Township Municipal Utilities Authority, County of Ocean, State of New Jersey at a regular meeting held on the 27th day of March, 2025, a quorum being present and voting in the majority.



Denise Pellecchia, Authority Secretary



Michael W. Hale, Authority Chairperson

Prepared by:
BERRY, SAHRADNIK, KOTZAS & BENSON
212 Hooper Avenue
P.O. Box 757
Toms River, New Jersey 08753

RESOLUTION NO. 0027 - 2025

**RESOLUTION OF THE BERKELEY TOWNSHIP MUNICIPAL UTILITIES
AUTHORITY AUTHORIZING THE EXECUTION AND FILING OF SIGNATURE
CARDS FOR AND WITH TD BANK**

WHEREAS, the Berkeley Township Municipal Utilities Authority (hereinafter referred to as the “Authority”) is a public body corporate and politic of the State of New Jersey and, in accordance with the Municipal and Counties Utilities Law, N.J.S.A. 40:14B-1, et seq., is authorized to implement and operate a municipal utilities authority; and

WHEREAS, the Authority has designated as an official depository of the Authority TD Bank; and

WHEREAS, it is necessary to update and place on file the legal and authorized signatories to all accounts open, to be opened, maintained and to be maintained at TD Bank on behalf of the Authority; and

WHEREAS, TD Bank has specific signature cards which must be completed and returned by the appropriate Commissioners of the Authority:

NOW, THEREFORE, BE IT RESOLVED, this 27th day of March, 2025, by the Berkeley Township Municipal Utilities Authority, County of Ocean, State of New Jersey, as follows:

1. The Authority Board Members are hereby authorized to execute the appropriate signature cards for all accounts maintained at TD Bank.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded by the Executive Director to the following:

- a. Honorable Michael W. Hale, Chairperson;
- b. The Municipal Clerk of the Township of Berkeley;
- c. Berry, Sahradnik, Kotzas & Benson; and
- d. TD Bank.

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Berkeley Township Municipal Utilities Authority, County of Ocean, State of New Jersey at the Authority's meeting held on the 27th day of March, 2025, a quorum being present and voting in the majority.



Denise Pellecchia, Authority Secretary



Michael W. Hale, Authority Chairperson

Prepared by:

BERRY, SAHRADNIK, KOTZAS & BENSON
212 Hooper Avenue
P.O. Box 757
Toms River, New Jersey 08753

RESOLUTION NO. 0028 - 2025

**RESOLUTION OF THE BERKELEY TOWNSHIP MUNICIPAL UTILITIES
AUTHORITY AUTHORIZING THE EXECUTION AND FILING OF SIGNATURE
CARDS FOR AND WITH OCEAN FIRST BANK**

WHEREAS, the Berkeley Township Municipal Utilities Authority (hereinafter referred to as the "Authority") is a public body corporate and politic of the State of New Jersey and, in accordance with the Municipal and Counties Utilities Law, N.J.S.A. 40:14B-1, et seq., is authorized to implement and operate a municipal utilities authority; and

WHEREAS, the Authority has designated as an official depository of the Authority Ocean First Bank; and

WHEREAS, it is necessary to update and place on file the legal and authorized signatories to all accounts open, to be opened, maintained and to be maintained at Ocean First Bank on behalf of the Authority; and

WHEREAS, Ocean First Bank has specific signature cards which must be completed and returned by the appropriate Commissioners of the Authority:

NOW, THEREFORE, BE IT RESOLVED, this 27th day of March, 2025, by the Berkeley Township Municipal Utilities Authority, County of Ocean, State of New Jersey, as follows:

1. The Authority Board Members are hereby authorized to execute the appropriate signature cards for all accounts maintained at Ocean First Bank.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded by the Executive Director to the following:

- a. Honorable Michael W. Hale, Chairperson;
- b. The Municipal Clerk of the Township of Berkeley;
- c. Berry, Sahradnik, Kotzas & Benson; and
- d. Ocean First Bank.

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Berkeley Township Municipal Utilities Authority, County of Ocean, State of New Jersey at the Authority's meeting held on the 27th day of March, 2025, a quorum being present and voting in the majority.



Denise Pellecchia, Authority Secretary



Michael W. Hale, Authority Chairperson

Prepared by:

BERRY, SAHRADNIK, KOTZAS & BENSON
212 Hooper Avenue
P.O. Box 757
Toms River, New Jersey 08753

RESOLUTION NO. 0029 - 2025

**RESOLUTION OF THE
BERKELEY TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
AUTHORIZING MODIFICATION TO EMPLOYEE'S TITLE**

WHEREAS, the Berkeley Township Municipal Utilities Authority (hereinafter referred to as the "Authority") and its Personnel Committee have reviewed the performance of Jeremiah Vespoli; and

WHEREAS, Jeremiah Vespoli has successfully passed the NJ DEP Water Operator's "T-1 and W-1" license exam; and

WHEREAS, based upon his review, the Personnel Committee and Executive Director have recommended that Jeremiah Vespoli receive a title change and pay increase effective April 1, 2025; and

WHEREAS, after emerging from Executive Session on March 27, 2025, the Authority voted to approve the recommendation of the Executive Director and Personnel Committee authorizing the title change and pay increase for Jeremiah Vespoli;

NOW, THEREFORE, BE IT RESOLVED, this 27th day of March, 2025, by the Berkeley Township Municipal Utilities Authority, County of Ocean, State of New Jersey, as follows:

1. Jeremiah Vespoli's employment title shall change from Utility Worker to Water Operator and shall receive all benefits offered to this title as detailed in the Authority's Employee Manual.
2. Jeremiah Vespoli's hourly rate of pay shall increase to \$21.00 commencing on April 1, 2025.

3. The Authority hereby authorizes and directs the Chairperson, Secretary and Executive Director to execute any and all necessary documents in order to implement the intent of this Resolution.

BE IT FURTHER RESOLVED that a certified copy of this Resolution shall be forwarded by the Executive Director to the following:

- a. Honorable Michael W. Hale, Chairperson;
- b. The Municipal Clerk of the Township of Berkeley; and
- c. Berry, Sahradnik, Kotzas & Benson.

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Berkeley Township Municipal Utilities Authority, County of Ocean, State of New Jersey at the Authority's meeting held on the 27th day of March, 2025, a quorum being present and voting in the majority.


Denise Pellecchia, Authority Secretary


Michael W. Hale, Authority Chairperson

Prepared by:

BERRY, SAHRADNIK, KOTZAS & BENSON
212 Hooper Avenue
P.O. Box 757
Toms River, New Jersey 08753

RESOLUTION 2025- 0030

**RESOLUTION OF THE BERKELEY TOWNSHIP MUNICIPAL UTILITIES
AUTHORITY AUTHORIZING INCREASE OF EMPLOYEE'S SALARY AND
ADOPTING TERMS OF EMPLOYMENT**

WHEREAS, Brian Blair has been employed as the Chief of Operations of the Berkeley Township Municipal Utilities Authority (hereinafter the "Authority"); and

WHEREAS, Authority Resolution 2022-34, established the terms of Brian Blair's employment with the Authority and the compensation provided by the Authority to Brian Blair for the period of May 20, 2022 through May 19, 2025; and

WHEREAS, Authority Resolution 2023-63 revised those terms: and

WHEREAS, as of May 19, 2024, Brian Blair's base compensation is \$113,300.00; and

WHEREAS, the Authority and its Personnel Committee have recommended that the Authority establish the terms of Brian Blair's employment for the period of May 20, 2025 through May 19, 2028; and

WHEREAS, the Authority and its Personnel Committee have further recommended the establishment of a salary guide to govern the establishment of Brian Blair's salary for the period of May 20, 2025 through May 19, 2028 ("the relevant period") only:

NOW THEREFORE, BE IT RESOLVED this 27th day of March, 2025 by the Berkeley Township Municipal Utilities Authority as follows:

1. Compensation for Brian Blair for the period covered by this Resolution shall be increased by 3% per annum – and then rounded upward to the nearest hundred - starting with the figure of \$113,300.00 as of May 19, 2025.


14. The Authority recognizes that Brian Blair has in the past been an employee at-will of the Authority and will continue to be an employee at-will of the Authority in the Authority's sole and unfettered discretion. This Resolution shall not be considered as a Guarantee of the Contract for a specific period of employment. With respect to any terms of employment not mentioned herein, including but not limited to hours of employment, restrictions on outside employment, duties and responsibilities, employee benefits, employee expenses, termination of employment and modifications to terms of employment, Brian Blair shall be bound by the terms as expressed in the Berkeley Township Municipal Utilities Authority Manual as he is in fact an employee at-will.
15. The terms of Brian Blair's employment with the Authority as expressed herein shall not extend beyond May 19, 2028.
16. A Certified copy of this Resolution shall be forwarded by the Secretary of the Authority to:
- a. Honorable Michael W. Hale, Chairman
 - b. Michele Nugent, Executive Director
 - c. Brian Blair, Chief of Operations
 - d. Robert D. Budes, Esquire

CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Berkeley Township Municipal Utilities Authority, County of Ocean, State of New Jersey at the Authority's Regular meeting held on the 27th day of March, 2025, a quorum being present and voting in the majority.



Denise Pellecchia, Authority Secretary



Michael W. Hale, Authority Chairman

EMPLOYMENT AGREEMENT

THIS AGREEMENT made this 27th day of March, 2025

BETWEEN:

The **BERKELEY TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**, a public body politic and corporate of the State of New Jersey, having a principal office at 42 Station Road, Bayville, New Jersey, 08721, its successors and/or assigns

hereinafter referred to as the "Authority";

AND

MICHELE NUGENT, of 44 Walden Road, Brick Township, New Jersey 08724, hereinafter referred to as "Executive Director";

WITNESSETH:

WHEREAS, the Authority has heretofore adopted a Resolution creating the position of Executive Director and has designated the duties of said office; and

WHEREAS, the Authority and the said Executive Director have agreed upon all of the terms and conditions hereinafter set forth in connection with her employment by the Authority;

WHEREAS, the Authority Resolution 2022-33, established the terms of Michele Nugent's employment agreement and the compensation provided by the Authority to Michele Nugent for the period of April 18, 2022-April 17, 2025; and Authority Resolution 2023-67 revised those terms: and

NOW, THEREFORE, the parties hereto authorize this Agreement for employment of Michele Nugent as Executive Director of The Authority as follows:

1. **TERM**

The term of this Agreement shall be for three (3) years and shall be applied on April 18, 2025 and terminating on April 17, 2028.

2. **RIGHTS OF THE PARTIES TO EARLY TERMINATION**

Executive Director expressly agrees that in the event she elects to exercise her right to terminate this Agreement prior to April 17, 2028 that she will provide the Authority with not less than sixty (60) days written notice of said election. This will enable the Authority to hire a replacement for the Executive Director and to provide a period of “over-lap” in order to familiarize the superseding Executive Director with the position. The parties agree that the Authority may terminate Executive Director’s employment by submitting written notice to the Executive Director not less than sixty (60) days prior to the effective date of any such termination. The sixty (60) day periods of notice set forth herein may be modified by agreement of the parties. The period of notice set forth herein shall not apply to any termination of the Executive Director which is undertaken with cause.

3. **COMPENSATION**

Compensation for Michele Nugent for the period covered by this Employment Agreement shall be increased by 3% per annum, rounded upward to the nearest hundred, starting with the figure of \$120,000.00 as of April 17, 2025. Compensation to Michele Nugent for the term of this Employment Agreement shall be computed at an annual rate according to the following schedule, payable at such times and pursuant to the standard Authority payroll procedures:

April 18, 2025 – April 17, 2026	\$123,600.00
April 18, 2026 – April 17, 2027	\$127,400.00
April 18, 2027– April 17, 2028	\$131,300.00

4. DEVOTION BY EXECUTIVE DIRECTOR OF FULL TIME TO BUSINESS

Executive Director shall attend to all of the business of the Authority; however, the working hours of the Executive Director shall not necessarily be coincidental with the normal work hours of the staff of the Authority. The parties contemplate that the duties of the Executive Director shall require attendance at evening meetings of the Authority and other meetings both within and without the Township of Berkeley from time to time. Executive Director shall devote, at minimum, forty (40) hours per week, her time, attention, knowledge and skill exclusively to the business and interest of the Authority. Employee shall attend to all of the business of the Authority; however, her hours shall not necessarily be coincidental with the normal work hours for the Office Staff. The regular working days and working hours of the Executive Director shall be determined by the Commissioners of the Authority. The Executive Director shall always act in a manner that advances the best interests of the Authority. The parties agree and acknowledge that the Executive Director's position is a salaried managerial position and, in the event that the Executive Director shall devote more than forty (40) hours of work to the Authority in any given week, the Executive Director shall not be entitled to overtime pay.

5. DESCRIPTION OF DUTIES AND RESPONSIBILITIES

The Authority shall employ the Executive Director, reporting to the Authority, and receiving directions from the Authority as Executive Director. The responsibilities of the Executive Director to the Authority shall consist of the general overall direction of the administration and operation of the Authority and shall include any and all responsibilities incidental thereto as may be assigned from time to time by the Authority to her. These responsibilities shall include, but not be limited to the following:

- (a) Supervise and direct the administrative and operational staff of the Authority;
- (b) Act as liaison between the consulting engineers, solicitor, environmental consultants, and the Authority;
- (c) Development of a table of organization for the Authority;
- (d) Assist in the acquisition of sites and rights-of-way;
- (e) Act as liaison with all Federal and State agencies having jurisdiction over the Authority's activities; review all submissions to such agencies;
- (f) Conduct negotiations on all financial and labor matters;
- (g) Subject to the approval of the Authority, hire all employees and agents;
- (h) Subject to the approval of the Authority, investigate misconduct by employees and undertake corrective and disciplinary actions;
- (i) Prepare for and attend such public hearings as may be necessary or desirable or as directed by the Authority
- (j) Act as liaison between the Authority, governing body, and other local agencies;
- (k) Any and all other service as may be necessary and incidental to implementing all of the above and to facilitate the efficient administration and operation of the Authority in the conduct of its business.

6. RESTRICTION ON OUTSIDE EMPLOYMENT

The Executive Director will devote all of her time, attention, knowledge and skill solely and exclusively to the business and interest of the Authority; the Authority shall be entitled to all of the benefits, emoluments, profits or other issues arising from or incident to any and all work, services and advice of the Executive Director; and the Executive Director expressly agrees that during the term of this Agreement, she will not be interested, directly or indirectly, in any form, fashion or manner, as partner, officer, director, stakeholder, advisor, employee, or in any other form or capacity, in any business similar to the Authority's business or any allied trade. The Executive Director will not

engage in employment other than the Authority, except for teaching, which must receive prior approval from the Authority. The Executive Director shall at all times comply with the provisions of the Local Government Ethics Law, N.J.S.A. 40A:9-22.1 et seq.

7. AUTHORITY EQUIPMENT

Authority Vehicle

- a. The Authority agrees to provide an Authority owned vehicle to the Executive Director to be utilized by the Executive Director in conducting official Authority business and/or at the discretion of the Chairman of the Authority. Said vehicle is provided at the discretion of the Chairman of the Authority and any authorization for use of said vehicle may be suspended or revoked at the direction of the Chairman of the Authority.

Said vehicle must be registered by the Authority with municipal government plates and properly identified with the Authority's emblem. The Executive Director is responsible for the safe operation and cleanliness of the vehicle. The use of seat belts is mandatory for the Executive Director and all passengers of the vehicle.

The Executive Director may utilize said vehicle for commuting purposes. The Executive Director's utilization of the vehicle for purposes of commuting shall be subject to the Authority's adopted Automobile Fringe Benefit Policy, as established and defined in the Authority Employee Manual.

Authority Cellular Phone

- b. The Executive Director shall also be supplied with a cellular phone by the Authority for use for Authority business and for which the Authority shall be responsible for all costs. Monthly phone records for the assigned Authority

cellular phone shall be available to the Commissioners of the Authority to ensure compliance with restrictive use.

8. VACATION

The Executive Director shall be entitled to vacation as defined in the Authority Employee Manual.

9. SICK LEAVE

The Executive Director shall be entitled to sick leave as defined in the Authority Employee Manual.

10. PERSONAL LEAVE

For the relevant period, the Executive Director shall be entitled to personal leave as defined in the Authority Employee Manual. The Executive Director shall provide the Authority Chairman or designee with at least seventy-two (72) hours written notice prior to taking personal time off, except in cases of emergency. Day(s) shall not be used to extend a holiday or vacation period.

11. EXPENSES

In addition to the foregoing, Authority agrees that it will reimburse Executive Director for any and all necessary, customary, and usual expense incurred by her while traveling for and on behalf of the Authority pursuant to Authority's direction. Authority, furthermore, agrees to reimburse Executive Director for other necessary and customary out-of-pocket expenses. Authority and Executive Director further agree that the Authority will maintain a policy generally reflecting the, then current, per mile costs for operating a motor vehicle, and that, that amount, per mile, will be paid to the Executive

Director by the Authority for travel expenses, only while the Executive Director uses her personal vehicle for the business of the Authority. In the event that any such expenses are incurred, the Executive Director will report them to the Authority's representative as soon as possible but in no event after ten (10) days have elapsed. In the event ten (10) days pass without the Executive Director reporting any such expenses, Executive Director will be deemed to have waived the right to collect said expenses.

12. **OTHER BENEFITS**

In addition to the foregoing, Executive Director will also be provided the following additional benefits:

- a. Medical Insurance as set forth in the Authority Employee Manual
- b. Dental Insurance as set forth in the Authority Employee Manual.
- c. Participation in the State Administered contributory life insurance program.

13. **PENSION**

The Authority shall take any and all actions necessary for the Executive Director's enrollment and/or continuance in the New Jersey Public Employees' Retirement System (PERS), including but not limited to the Authority's required contributions commensurate with Executive Director's salary and payment of all premiums for life and death benefits in accordance with the program available to members of the PERS.

14. **QUALIFIED PURCHASING AGENT**

The Authority recognizes that the Authority benefits from the Executive Director's status as a Qualified Purchasing Agent (QPA). The Executive Director shall be entitled to an

annual stipend of \$500.00 as “extra compensation” as a result of the Executive Director’s status as a QPA. The QPA stipend shall be paid to the Executive Director in full on the first pay period of each contract year (i.e. on or about April 18th of each CONTRACT year), upon submission of documentation of continued certification as a QPA to the Authority Chairman or designee.

15. Deleted per Resolution 2023-67

16. POST-RETIREMENT HEALTH BENEFIT COVERAGE

As permitted by N.J.S.A. 52:14-17.38, the Authority, as a participant in the State Health Benefits Program, has determined to extend post-retirement medical benefits to certain eligible employees. The Authority and Michele Nugent have negotiated Michele Nugent’s eligibility for post-retirement medical benefits as follows: Should Michele Nugent retire from employment with the Authority upon or after achieving age 62 with 15 years or more service with the Authority, or in the event that Michele Nugent shall retire from the Authority on a disability retirement, Michele Nugent shall be eligible for post-retirement medical benefits.

The Authority shall require Michele Nugent to make Retiree Premium Payments in conformance with the state mandated minimum contribution to be made by employees in each year that Retiree Premium Payments are to be made.

The Authority shall provide coverage to the spouse of Michele Nugent.

The Authority shall provide Michele Nugent and her spouse with Medicare premium reimbursement.

16. **HOLIDAYS**

The Executive Director shall have the same entitlements given to other employees of the Authority, with regard to all Holidays.

17. **INDEMNIFICATION**

Whenever any civil action has been or shall be brought against the Executive Director for any act or omission arising out of and in course of the performance of her employment, the Authority shall defray all expenses of defending such action, including counsel fees and court cost, if any, and shall save harmless and protect the Executive Director from any financial loss resulting therefrom.

18. **TERMINATION OF AGREEMENT**

In addition to the provisions of early termination set forth in Section 2 above, this Employment Agreement shall terminate and the Executive Director shall cease to be an employee of the Authority and shall receive no further salary or benefits from the Authority upon the occurrence of the following events:

- A. Death of the Executive Director, but for post death benefits, if any;
- B. Mutual Agreement, in writing, of the Executive Director and the Authority;
- C. Cause, which shall be defined to include specifically the following non-exhaustive list of actions of the Executive Director:
 - i. fraud, embezzlement, misappropriation, dishonesty, or breach of trust;
 - ii. a felony or act of moral turpitude;
 - iii. material breach or violation of any or all of the covenants, agreements and obligations of the Executive Director set forth

in this Agreement other than as a result of death or disability;

or

iv. any other reason that the Authority believes is reasonable.

19. **MODIFICATIONS**

Any modifications to the provisions of this Agreement, or waiver of the provisions and conditions of this Agreement, shall not be effective unless reduced to writing and executed by the Executive Director and the Authority Chairman or designee, after approval by a majority vote of all of the members of the Authority. In the event this Agreement is extended by the Authority and Michele Nugent, such extension, if any, will be reduced to writing and will contain a termination provision of not less than thirty (30) days.

20. **PRIOR REPRESENTATIONS**

This Employment Agreement supersedes any and all prior representations, statements or agreements of any nature whatsoever, written or oral, between the Authority and the Executive Director, and all said representations, statements or agreements are hereby rendered null and void.

21. **GENERAL PROVISIONS**

- A. This Agreement shall constitute the entire Agreement between the parties. Both the Authority and Executive Director acknowledge and agree that no prior representations or promises have been made which are not included herein.
- B. If any provision, or any portion of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portions thereof,

shall be deemed severable, shall not be affected and shall remain in full force and effect.

22. **TRIPPLICATE ORIGINAL**

This Employment Agreement has been executed in three (3) originals, each of which shall be deemed to be an original and binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns. The Authority Attorney shall retain one (1) original; the personnel file of the Executive Director shall contain the second original; and the final original will be given to the Executive Director.

23. **WAIVER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING**

It is further agreed that no waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this paragraph may not be waived except as herein set forth.

24. **CONTRACT GOVERNED BY LAW OF STATE OF NEW JERSEY**

The parties hereto agree that it is their intention and covenant that this Agreement and performance hereunder and all suits and special proceedings hereunder be construed in

accordance with and under and pursuant to the laws of the State of New Jersey and that in any action, special proceeding, or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of New Jersey shall be applicable and shall govern to the exclusion of the law of any other form, without regard to the jurisdiction in which any action or special proceeding may be instituted.

IN WITNESS WHEREOF, the BERKELEY TOWNSHIP MUNICIPAL UTILITIES AUTHORITY has caused this Agreement to be executed on its behalf by its Chairman or Vice Chairman and duly attested to by its Secretary, and the Executive Director has signed and executed this Agreement as of the date first above written

**BERKELEY TOWNSHIP MUNICIPAL
UTILITIES AUTHORITY**


Michele Nugent, Executive Director


Michael W. Hale, Chairman

WITNESS:


Denise Pellecchia, Secretary


CERTIFICATION

I certify that the foregoing Resolution was duly adopted by the Berkeley Township Municipal Utilities Authority, County of Ocean, State of New Jersey at the Authority's Regular meeting held on the 27th day of March, 2025, a quorum being present and voting in the majority.

ATTEST:


Denise Pellecchia, Secretary

**BERKELEY TOWNSHIP MUNICIPAL
UTILITIES AUTHORITY**


Michael W. Hale, Chairman