

## Resolution-R-01-17-136

BE IT RESOLVED BY THE GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY that the following requisitions are hereby approved and authorized for payment out of the **OPERATING ACCOUNT**

BE IT FURTHER RESOLVED THAT the obligations in the stated amounts have been incurred by the Authority in maintaining, repairing and operating the Sewerage System, and that each item thereof is a proper charge against the **OPERATING ACCOUNT** is a proper cost and has not been paid, also

BE IT FURTHER RESOLVED THAT there has not been recorded in the manner prescribed by law, or filed with or served upon the Authority notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the persons or firms named in such requisition, which has not been released or will not be released simultaneously with the payment of such obligations, and

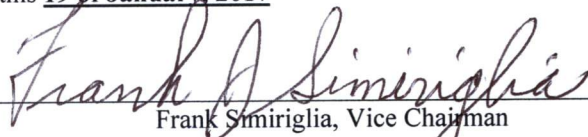
BE IT FURTHER RESOLVED THAT such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

AMOUNT	NAME	PURPOSE
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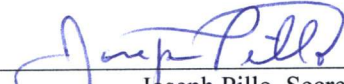
**As Per Attached: \$409,246.11**

BE IT FURTHER RESOLVED that a check or checks of the Authority drawn on the Fulton Bank of New Jersey payable to the parties claiming payment in the amount due on said requisitions be executed in the name of the Authority by its Chairman or Vice Chairman and its Treasurer.

Passed The Gloucester Township Municipal Utilities Authority this 19 of January, 2017

  
Frank Smiriglia, Vice Chairman

ATTEST:

  
Joseph Pillo, Secretary

I hereby certify that the foregoing is a true and exact copy of a resolution introduced and adopted by The Gloucester Township Municipal Utilities Authority at a meeting held on January, 19 2017

Dated: January 19, 2017

  
Marlene Hrynio, Administrative Secretary



Description	Posted Flag	DisplayAmount	Bank_Ref	Cust_Ref	Payment_Detail	
BOOK TRANSFER CREDIT	Pending	46032.26			WEB TFR FR	
Description	Posted Flag	DisplayAmount	Bank_Ref	Cust_Ref	Payment_Detail	
BOOK TRANSFER CREDIT	Pending	256.81			WEB TFR FR	
Description	Posted Flag	DisplayAmount	Bank_Ref	Cust_Ref	Payment_Detail	
BOOK TRANSFER CREDIT	Pending	10.88			WEB TFR FR	
Description	Posted Flag	DisplayAmount	Bank_Ref	Cust_Ref	Payment_Detail	
BOOK TRANSFER CREDIT	Pending	37852.2			WEB TFR FR	
Description	Posted Flag	DisplayAmount	Bank_Ref	Cust_Ref	Payment_Detail	
BOOK TRANSFER CREDIT	Pending	245.46			WEB TFR FR	
Description	Posted Flag	DisplayAmount	Bank_Ref	Cust_Ref	Payment_Detail	
BOOK TRANSFER CREDIT	Pending	666.23			WEB TFR FR	
Description	Posted Flag	DisplayAmount	Bank_Ref	Cust_Ref	Payment_Detail	
BOOK TRANSFER CREDIT	Pending	42946.63			WEB TFR FR	
Description	Posted Flag	DisplayAmount	Bank_Ref	Cust_Ref	Payment_Detail	Balance
OK TRANSFER DEBIT						
OK TRANSFER CREDIT	Pending	43111.61		PAYCHEX INC. PAYROLL		99174.65
						117897.01
OK TRANSFER CREDIT	Pending	296.06				74785.4
Description	Posted Flag	DisplayAmount	Bank_Ref	Cust_Ref	Payment_Detail	
BOOK TRANSFER CREDIT	Pending	411.1			WEB TFR FR	
Description	Posted Flag	DisplayAmount	Bank_Ref	Cust_Ref	Payment_Detail	
BOOK TRANSFER CREDIT	Pending	253.03			WEB TFR FR	
Description	Posted Flag	DisplayAmount	Bank_Ref	Cust_Ref	Payment_Detail	
BOOK TRANSFER CREDIT	Pending	41007.68			WEB TFR FR	



December 22, 2016  
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THE GLOUCESTER TOWNSHIP MUA  
Purchase Order Listing By Vendor Name

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P.O. Type: All	Include Project Line Items: Yes	Open: N	Paid: N	Void: N
Range: First	to Last	Rcvd: N	Held: N	Aprv: Y
Format: Condensed	First Enc Date Range: First to 02/28/17	Bid: Y	State: Y	Other: Y
Include Non-Budgeted: Y	Prior Year Only: N			Exempt: Y

Vendor # Name

PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
ARCHE005 ARCHER & GREINER							
17-01212	12/22/16	COUNSEL NOVEMBER 2016	Open	19.50	0.00		
PSE00010 PSE&G 1							
17-01215	12/22/16	MNTHLY ELECTRIC BILL	Open	4,568.78	0.00		
US000040 U.S.P.S. - WINDOW SERVICE							
17-01207	12/21/16	2017 SEWER BILLING	Open	9,119.55	0.00		

Total Purchase Orders:	3	Total P.O. Line Items:	0	Total List Amount:	13,707.83	Total Void Amount:	0.00
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P.O. Type: All  
Range: First  
Format: Condensed  
Include Non-Budgeted: Y

Include Project Line Items: Yes  
to Last  
First Enc Date Range: First to 02/28/17  
Prior Year Only: N

Open: N  
Rcvd: N  
Bid: Y

Paid: N  
Held: N  
State: Y

Void: N  
Aprv: Y  
Other: Y  
Exempt: Y

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
AQU00010 AQUA NEW JERSEY								
	17-01178	12/14/16	MNTHLY WATER BILL	Open	365.42	0.00		
ATL00020 ATLANTIC CITY ELECTRIC								
	17-01177	12/14/16	MNTHLY ELECTRIC BILL	Open	1,566.91	0.00		
CAM00070 CAMDEN COUNTY M.U.A.								
	17-01182	12/14/16	REGIONAL SEWER SERVICE	Open	176.00	0.00		
HOSTM005 HOSTING.COM INC								
	17-01132	12/06/16	HOST MY SITE WEBSITE RENWAL	Open	107.40	0.00		
NJ000090 N.J. AMERICAN WATER CO.								
	17-01176	12/14/16	MNTHLY WATER BILL	Open	535.40	0.00		
SPR00000 SPRINT								
	17-01169	12/14/16	MNTHLY TELEPHONE SERVICE 11/16	Open	1,024.82	0.00		
STA00040 STAPLES CREDIT PLAN								
	17-01199	12/16/16	VARIOUS OFFICE SUPPLIES	Open	44.97	0.00		
TOW00000 TOWNSHIP DELI								
	17-01117	12/06/16	EMPLOYEE APPERCIATION	Open	1,337.50	0.00		

Total Purchase Orders: 8 Total P.O. Line Items: 0 Total List Amount: \$ 5,158.42 Total Void Amount: 0.00

POR00020 PORTER DEBORAH								
	17-01202	12/20/16	DOMAIN 5YEAR RENEWAL GTMUA.COM	Open	285.89	0.00		

Total Purchase Orders: 1 Total P.O. Line Items: 0 Total List Amount: 285.89 Total Void Amount: 0.00

COO00010 COOK, MICHAEL								
	17-01206	12/21/16	M.COOK WORKMANS COMP SCRIPTS	Open	65.99	0.00		

Total Purchase Orders: 1 Total P.O. Line Items: 0 Total List Amount: 65.99 Total Void Amount: 0.00



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THE GLOUCESTER TOWNSHIP MUA  
Purchase Order Listing By Vendor Name

Page No: 1

P.O. Type: All	Include Project Line Items: Yes	Open: N	Paid: N	Void: N
Range: First	to Last	Rcvd: N	Held: N	Aprv: Y
Format: Condensed	First Enc Date Range: First to 02/28/17	Bid: Y	State: Y	Other: Y
Include Non-Budgeted: Y	Prior Year Only: N			Exempt: Y

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
A0000020 A & M PRODUCTS								
	17-01125	12/06/16	SAFTEY & MARKOUTS	Open	486.48	0.00		
AJ000010 A&J BAR JANITORIAL, INC.								
	17-01055	11/16/16	MONTHLY P.O. DECEMBER 2016	Open	151.35	0.00		
AME00130 AMERICAN WORK CARE								
	17-01128	12/06/16	DOT -RE CERT-K. MURRAY	Open	90.00	0.00		
AQU00010 AQUA NEW JERSEY								
	17-01301	01/11/17	MNTHLY WATER BILL	Open	85.98	0.00		
ARA00010 ARAMARK UNIFORM SERVICES INC								
	17-01170	12/14/16	MNTHLY UNIFORM 11/2016	Open	927.85	0.00		
ATG00010 ATGER, GLENN								
	17-01183	12/14/16	G.ATGER SCRIPTS	Open	10.00	0.00		
ATL00020 ATLANTIC CITY ELECTRIC								
	17-01219	12/22/16	MNTHL ELECTRIC BILL	Open	8,917.73	0.00		
B0000020 B-SAFE SECURITY INC.								
	17-01284	01/10/17	MONITIRING CELL BACK UP	Open	119.85	0.00		
BEN00010 BENSON C. ROBERT								
	17-01116	12/06/16	R.BENSON EYEGLASSES	Open	147.98	0.00		
BER00020 BERNIE'S AUTO REPAIR								
	17-01213	12/22/16	#33 TRK TOW	Open	605.00	0.00		
BIL00030 BILLOWS ELECTRICAL SUPPLY								
	17-01056	11/16/16	MONTHLY P.O. FOR DECEMBER 2016	Open	49.78	0.00		
B0000010 BOOT AMERICA, INC./STORE								
	17-01104	12/01/16	J.MANNA SAFTEY SHOES	Open	200.00	0.00		
	17-01191	12/14/16	S.DELEONARDIS SAFTEY SHOES	Open	200.00	0.00		
					400.00			
BRI00010 BRICK ENGINEERING LLC								
	17-01248	01/09/17	ENGINEERING SERVICES	Open	2,200.00	0.00		
BRU00010 BRUNKEL, JOHN								
	17-01256	01/09/17	J.BRUNKEL SCRIPTS	Open	20.00	0.00		
CAR00020 CARR RAYMOND								
	17-01258	01/09/17	R.CARR EYEGLASSES	Open	274.50	0.00		



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THE GLOUCESTER TOWNSHIP MUA  
Purchase Order Listing By Vendor Name

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Vendor # Name						
PO #	PO Date	Description	Status	Amount	Void Amount	Contract PO Type
CAR00020 CARR RAYMOND Continued						
17-01259	01/09/17	R.CARR SCRIPTS	Open	30.00	0.00	
				304.50		
CIN00010 CINTAS FIRST AID & SAFETY INC						
17-01164	12/09/16	REFILL 1ST AID SUPPLIES	Open	206.92	0.00	
17-01251	01/09/17	REFILL 1ST AID SUPPLIES	Open	191.44	0.00	
				398.36		
COM00020 COMCAST INC						
17-01228	12/30/16	MNTHLY TELEPHONE & INTERNET	Open	493.57	0.00	
17-01282	01/10/17	MONTHLY TELEPHONE LINES	Open	394.19	0.00	
				887.76		
CON00020 CONNER STRONG & BUCKELEW						
17-01286	01/10/17	2017 EXCESS WORKER'S COMP	Open	967.74	0.00	
17-01287	01/10/17	2017 EXCESS WORKER'S COMP	Open	4,838.40	0.00	
				5,806.14		
COU00010 COURIER POST						
17-01099	11/23/16	5X5 RECYCLING AD WED 12/21/16	Open	275.00	0.00	
17-01194	12/15/16	TEMPORARY LABOR AD	Open	57.00	0.00	
17-01222	12/29/16	2017 RFP'S	Open	65.20	0.00	
17-01223	12/29/16	2017 SEWER REHAB AD	Open	84.56	0.00	
				481.76		
CRE00000 CREATIVE PAYMENT SOLUTIONS						
17-01278	01/10/17	AR BOX (ONLINE PAYMENTS) 12/16	Open	66.77	0.00	
DEL00080 DELTA DENTAL PLAN OF NJ						
17-01234	12/30/16	ACTIVE DENTAL BILL DEC 2016	Open	483.00	0.00	
17-01235	12/30/16	RETIREE DENTAL BILL DEC 2016	Open	172.50	0.00	
17-01245	01/06/17	RETIREE DENTAL CLAIMS DEC 16	Open	1,776.00	0.00	
17-01246	01/06/17	ACTIVE DENTAL CLAIMS DEC 16	Open	2,954.00	0.00	
				5,385.50		
EAI00010 EASE DESIGN & LANDSCAPING						
17-01127	12/06/16	IRRIGATION DEACTIVATION	Open	125.00	0.00	
ECH00010 ECHELON FORD, INC.						
17-01243	01/05/17	#22 TRK KNOB,WIRE&SWITCH ASSY	Open	49.25	0.00	
EVO00000 EVOQUA WATER TECHNOLOGIES LLC						
17-01172	12/14/16	LAKESIDE&ORR RD-ODOR CONTROL	Open	4,267.68	0.00	
17-01211	12/22/16	ORR RD ODOR CONTROL 11/18/16	Open	6,120.00	0.00	
17-01231	12/30/16	ORR RD ODOR CONTROL 12/13/16	Open	6,800.00	0.00	
				17,187.68		
FLE00000 FLEET PRIDE						
17-01058	11/16/16	MONTHLY P.O. FOR DECEMBER 2016	Open	306.00	0.00	
GLO00050 GLOUCESTER PLUMBING SUPPLY						
17-01150	12/07/16	REPAIR PARTS FOR RIDGID DRAIN	Open	259.83	0.00	



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Purchase Order Listing By Vendor Name

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Vendor # Name							
PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
GOR00010 GORE, KEVIN							
17-01254	01/09/17	K.GORE SCRIPTS	Open	53.64	0.00		
GRA00040 GRANTURK EQUIPMENT CO. IN							
17-01175	12/14/16	#32 TRK HOLDING VALVE &FREIGHT	Open	1,316.73	0.00		
17-01201	12/19/16	#15 TRK EXHAUST VALVES	Open	82.94	0.00		
				1,399.67			
GRO00020 GROVE HARDWARE & HOME SUPPLY							
17-01060	11/16/16	MONTHLY P.O. FOR DECEMBER 2016	Open	17.64	0.00		
HER00010 HERAN, JOSEPH							
17-01300	01/11/17	J.HERAN SCRIPTS	Open	9.67	0.00		
HER00020 HERITAGE BUSINESS SYSTEMS							
17-01181	12/14/16	MNTHLY COPIER METER-COLOR&BLK	Open	92.42	0.00		
17-01250	01/09/17	MONTHLY COPIER METER	Open	100.59	0.00		
				193.01			
HOM00020 HOME DEPOT CREDIT SERVICE							
17-01163	12/09/16	VARIOUS SUPPLIES	Open	399.00	0.00		
17-01171	12/14/16	VARIOUS SUPPLIES	Open	537.00	0.00		
17-01216	12/22/16	VARIOUS SUPPLIES	Open	91.87	0.00		
17-01226	12/30/16	VARIOUS SUPPLIES	Open	148.00	0.00		
				1,175.87			
HUN00020 HUNTER JERSEY PETERBILT							
17-01120	12/06/16	#33 TRK POWER REALY	Open	123.30	0.00		
17-01186	12/14/16	#33 TRK REPAIR AS ATTACHED	Open	653.50	0.00		
				776.80			
JET00020 JACK DOHENY COMPANIES(JET VAC)							
17-01200	12/19/16	43&#44 JET TRKS HOSE GUIDES	Open	156.02	0.00		
LOW00020 LOWER COUNTY RECYCLING							
17-01180	12/14/16	GRADE COMPOST SITE	Open	1,014.57	0.00		
MEC00030 MECHANICS NAPA BLACKWOOD							
17-01066	11/16/16	MONTHLY P.O. FOR DECEMBER 2016	Open	220.97	0.00		
17-01242	01/04/17	OIL PUMP REG & FILTER	Open	266.99	0.00		
				487.96			
MOR00020 MORSE FLUID TECHNOLOGIES INC							
17-01161	12/09/16	P.S. AC-0102 MEDO PUMPS	Open	1,493.53	0.00		
NJ000090 N.J. AMERICAN WATER CO.							
17-01237	12/30/16	MNTHLY WATER BILL	Open	85.26	0.00		
17-01291	01/10/17	MNTHLY WATER BILL	Open	415.41	0.00		
				500.67			
OFF00010 OFFICE BASICS							
17-01195	12/15/16	VARIOUS OFFICE SUPPLIES	Open	216.62	0.00		



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THE GLOUCESTER TOWNSHIP MUA  
Purchase Order Listing By Vendor Name

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Vendor # Name		PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
ONE00010 ONE CALL CONCEPTS, INC.									
		17-01285	01/10/17	MONTHLY MARKOUTS DEC 2016	Open	445.00	0.00		
PAI00010 PAINO DOMINICK									
		17-01203	12/21/16	D.PAINO SCRIPTS	Open	35.00	0.00		
PAU00030 PAUL RILEY									
		17-01290	01/10/17	P.RILEY SCRIPTS	Open	69.50	0.00		
PED00010 PEDRONI FUEL CO.									
		17-01217	12/22/16	NO LEAD GAS 800 GAL @1.6930	Open	1,354.40	0.00		
PEN00030 PENN-JERSEY MACHINERY LLC									
		17-01185	12/14/16	VOLVO LOADER	Open	1,620.66	0.00		
PEN00040 PENNONI ASSOCIATES INC.									
		17-01247	01/06/17	ENGINEERING SERVICES	Open	2,530.00	0.00		
PES00010 PEST PROFESSIONALS									
		17-01210	12/22/16	MONTHLY PEST CONTROL DEC 2016	Open	145.00	0.00		
PIT00020 PITCHER, STEPHEN									
		17-01299	01/11/17	S.PITCHER SAFTEY SHOES	Open	143.99	0.00		
POR00020 PORTER DEBORAH									
		17-01100	11/23/16	D.PORTER SCRIPTS	Open	17.73	0.00		
PRO00030 PRONTO PRINT, LLC									
		17-01208	12/22/16	CURB STOP FORMS (1000)	Open	159.00	0.00		
PRO00040 PROTICH, RAYMOND									
		17-01233	12/30/16	R.PROTICH SCRIPTS	Open	303.00	0.00		
PSE00010 PSE&G 1									
		17-01238	12/30/16	MNTHLY ELECTRIC BILL	Open	3,353.45	0.00		
DEE00010 READY FRESH WATER DIRECT									
		17-01220	12/22/16	MONTHLY BOTTLED WATER	Open	108.86	0.00		
RED00010 REDY BATTERY SALES, INC.									
		17-01174	12/14/16	#4 TRK BATTERIES	Open	299.38	0.00		
RIG00010 RIGGINS INC.									
		17-01184	12/14/16	DIESEL FUEL 730.0 GAL @1.87680	Open	1,370.06	0.00		
		17-01197	12/15/16	DIESEL FUEL 600.6 GAL @1.92250	Open	1,154.65	0.00		
		17-01230	12/30/16	DIESEL FUEL 1100 GAL @1.9151	Open	2,106.61	0.00		
		17-01241	12/30/16	DIESEL FUEL 200 GAL @2.032	Open	406.40	0.00		
		17-01253	01/09/17	DIESEL FUEL 700.0 GAL @1.96120	Open	1,372.84	0.00		
						6,410.56			
RIT00010 RITE AID PHARMACY									
		17-01257	01/09/17	M.COOK WORKMAN'S COMP SCRIPTS	Open	134.98	0.00		



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THE GLOUCESTER TOWNSHIP MUA  
Purchase Order Listing By Vendor Name

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Vendor # Name		PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
SAR00010 SAR AUTOMOTIVE EQUIPMENT		17-01173	12/14/16	LIFT INSPECTION	Open	175.00	0.00		
SHU00010 SHUPPER-BRICKLE EQUIPMENT		17-01042	11/10/16	ANNUAL HOIST INSPECTION	Open	675.00	0.00		
SMI00020 SMITH JAY		17-01289	01/10/17	J.SMITH SCRIPTS	Open	32.27	0.00		
SOU00030 SOUTH JERSEY GAS		17-01218	12/22/16	MONTHLY GAS BILL	Open	1,479.70	0.00		
		17-01292	01/10/17	MNTHLY GAS BILL	Open	37.07	0.00		
						1,516.77			
SPR00000 SPRINT		17-01279	01/10/17	MNTHLY TELEPHONE SERVICE 12/16	Open	1,022.93	0.00		
STA00125 ST OF NJ ACTIVE HEATLH		17-01239	12/30/16	ACTIVE H/C BILL JAN 2017	Open	66,002.18	0.00		
STA00115 ST OF NJ RETIREE HEALTH CARE		17-01240	12/30/16	RETIREE H/C BILL JAN 2016	Open	20,319.51	0.00		
SWKTE005 SWK TECHNOLOGIES INC		17-00853	10/04/16	REMOTE SUPPORT	Open	60.00	0.00		
		17-01106	12/06/16	USER PROFILES	Open	150.00	0.00		
		17-01205	12/21/16	MONTHLY OFFSITE STORAGE DEC 16	Open	512.35	0.00		
						722.35			
THE00110 THE SOUTHWEST COUNCIL		17-01196	12/15/16	EMPLOYEE ASSISTANCE PROGRAM	Open	328.00	0.00		
TIR00010 TIRE CORRAL OF AMERICA INC		17-01119	12/06/16	#33&#35 TRK REAR TIRES&MOUTING	Open	1,999.44	0.00		
		17-01187	12/14/16	#3 TRK FRONT& REAR TIRES	Open	2,225.12	0.00		
						4,224.56			
TOW00030 TOWNSHIP OF GLOUCESTER		17-01179	12/14/16	WORKMAN'S COMP	Open	1,451.75	0.00		
		17-01209	12/22/16	TAX SALE REMOVE ACCTS	Open	585.00	0.00		
						2,036.75			
TRE00040 TREASURER - STATE OF NJ		17-01283	01/10/17	QRTLY RECYCLING COMPLIANCE FEE	Open	2,282.50	0.00		
WAD00010 WADE, LONG & WOOD, LLC		17-01293	01/10/17	LEGAL FEES DEC 2016	Open	2,218.19	0.00		
WASTE005 WASTE MANAGEMENT OF NJ		17-01232	12/30/16	MNTHLY TRASH DISPOSAL	Open	19.65	0.00		
WIG00010 WIGGINS, KAREN		17-01131	12/06/16	K.WIGGINS SCRIPTS	Open	66.79	0.00		



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Purchase Order Listing By Vendor Name

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Vendor # Name		PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
WIL00040 WILLIAM HARVEY		17-01204	12/21/16	B.HARVEY SCRIPTS	Open	124.94	0.00		
WIL00070 WILLIER ELECTRIC MOTOR INC.		17-01000	11/02/16	TRAINING CLASS YASKAWA DRIVES	Open	300.00	0.00		
WOR00020 WORK'N GEAR		17-01162	12/09/16	JACKET G.ENGELBERT	Open	150.00	0.00		
XYL00010 XYLEM SHARED SERVICE		17-01188	12/14/16	14-40-71 29 MINI CASIFUS	Open	1,229.40	0.00		
		17-01189	12/14/16	PARTS & SPAREPARTS	Open	2,344.00	0.00		
		17-01192	12/14/16	PHASE MONITOR 230/3	Open	651.66	0.00		
						4,225.06			
SHO00010 ZALLIE SUPERMARKETS		17-01255	01/09/17	EMPLOYEE SCRIPTS	Open	398.85	0.00		
Total Purchase Orders:		107	Total P.O. Line Items:		0	Total List Amount:		176,938.03	Total Void Amount: 0.00



## Resolution-R-01-17-137

BE IT RESOLVED BY THE GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY that the following requisitions are hereby approved and authorized for payment out of the **RENEWAL & REPLACEMENT ACCOUNT**

BE IT FURTHER RESOLVED THAT the obligations in the stated amounts have been incurred by the Authority in maintaining, repairing and operating the Sewerage System, and that each item thereof is a proper charge against the **RENEWAL & REPLACEMENT ACCOUNT** is a proper cost and has not been paid, also

BE IT FURTHER RESOLVED THAT there has not been recorded in the manner prescribed by law, or filed with or served upon the Authority notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the persons or firms named in such requisition, which has not been released or will not be released simultaneously with the payment of such obligations, and

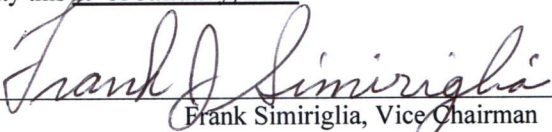
BE IT FURTHER RESOLVED THAT such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

AMOUNT	NAME	PURPOSE
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**As Per Attached: \$233,494.01**

BE IT FURTHER RESOLVED that a check or checks of the Authority drawn on the Fulton Bank of New Jersey payable to the parties claiming payment in the amount due on said requisitions be executed in the name of the Authority by its Chairman or Vice Chairman and its Treasurer.

Passed The Gloucester Township Municipal Utilities Authority this 19 of January, 2017

  
Frank Simiriglia, Vice Chairman

ATTEST:

  
Joseph Pillo, Secretary

I hereby certify that the foregoing is a true and exact copy of a resolution introduced and adopted by The Gloucester Township Municipal Utilities Authority at a meeting held on January 19, 2017

Dated: January 19, 2017

  
Marlene Hrynio, Administrative Secretary



January 2017  
02:59 PM

THE GLOUCESTER TOWNSHIP MUA  
Purchase Order Listing By Vendor Name

Page No: 1

P.O. Type: All      Include Project Line Items: Yes      Open: N      Paid: N      Void: N  
Range: First      to Last      Rcvd: N      Held: N      Aprv: Y  
Format: Condensed      First Enc Date Range: First to 02/28/17      Bid: Y      State: Y      Other: Y      Exempt: Y  
Include Non-Budgeted: Y      Prior Year Only: N

Vendor # Name

PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
ALL00060 ALLSTATE POWER-VAC INC.							
17-01296	01/10/17	GRAVITY SEWER LINE REHAB	Open	2,808.49	0.00		
PEN00040 PENNONI ASSOCIATES INC.							
17-01262	01/09/17	ENGINEERING SERVICES	Open	2,790.00	0.00		
XYL00010 XYLEM SHARED SERVICE							
17-01190	12/14/16	BROOKWOOD	Open	2,895.52	0.00		
17-01297	01/10/17	NJEIT-P.S. MONITORING&CONTROL	Open	225,000.00	0.00		
				227,895.52			

Total Purchase Orders: 4      Total P.O. Line Items: 0      Total List Amount: 233,494.01      Total Void Amount: 0.00



## Resolution-R-01-17-138

BE IT RESOLVED BY THE GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY that the following requisitions are hereby approved and authorized for payment out of the **PLANS & SPECIFICATIONS ACCOUNT**

BE IT FURTHER RESOLVED THAT the obligations in the stated amounts have been incurred by the Authority in maintaining, repairing and operating the Sewerage System, and that each item thereof is a proper charge against the **PLANS AND SPECIFICATIONS ACCOUNT** is a proper cost and has not been paid, also

BE IT FURTHER RESOLVED THAT there has not been recorded in the manner prescribed by law, or filed with or served upon the Authority notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to any of the persons or firms named in such requisition, which has not been released or will not be released simultaneously with the payment of such obligations, and

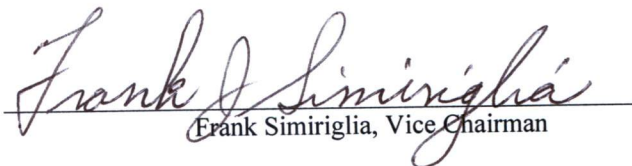
BE IT FURTHER RESOLVED THAT such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

AMOUNT	NAME	PURPOSE
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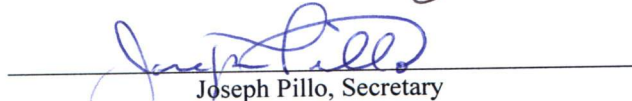
**As Per Attached: \$1,741.00**

BE IT FURTHER RESOLVED that a check or checks of the Authority drawn on the Fulton Bank of New Jersey payable to the parties claiming payment in the amount due on said requisitions be executed in the name of the Authority by its Chairman or Vice Chairman and its Treasurer.

Passed The Gloucester Township Municipal Utilities Authority this 19 of January, 2017

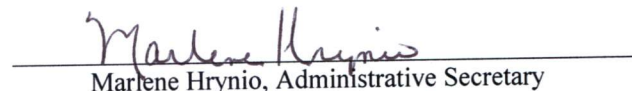
  
Frank Simiriglia, Vice Chairman

ATTEST:

  
Joseph Pillo, Secretary

I hereby certify that the foregoing is a true and exact copy of a resolution introduced and adopted by The Gloucester Township Municipal Utilities Authority at a meeting held on January 19, 2017

Dated: January 19, 2017

  
Marlene Hrynio, Administrative Secretary



January 12, 2017  
03:19 PM

THE GLOUCESTER TOWNSHIP MUA  
Purchase Order Listing By Vendor Name

Page No: 1

P.O. Type: All	Include Project Line Items: Yes	Open: N	Paid: N	Void: N
Range: First	to Last	Rcvd: N	Held: N	Aprv: Y
Format: Condensed	First Enc Date Range: First to 02/28/17	Bid: Y	State: Y	Other: Y Exempt: Y
Include Non-Budgeted: Y	Prior Year Only: N			

Vendor # Name

PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
BRI00010 BRICK ENGINEERING LLC							
17-01260	01/09/17	ENGINEERING SERVICES	Open	900.00	0.00		
PEN00040 PENNONI ASSOCIATES INC.							
17-01261	01/09/17	ENGINEERING SERVICES	Open	490.00	0.00		
WAD00010 WADE, LONG & WOOD, LLC							
17-01294	01/10/17	LEGAL FEES DEC 2016	Open	351.00	0.00		

Total Purchase Orders:	3	Total P.O. Line Items:	0	Total List Amount:	1,741.00	Total Void Amount:	0.00
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**RESOLUTION  
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY  
RESOLUTION AUTHORIZING THE AWARD OF BID FOR  
SEWER REHABILITATION PROJECT  
TO ALLSTATE POWER VAC**

**R-01-17-139**

**WHEREAS**, specifications were completed by Pennoni Associates, Inc. ("Pennoni") and bids were properly advertised by the Gloucester Township Municipal Utilities Authority ("GTMUA" and/or "Authority") for the Sewer Rehabilitation Project; and

**WHEREAS**, four (4) companies submitted bids on January 12, 2017, for the specified Sewer Rehabilitation Project as follows:

<b><u>Vendor</u></b>	<b><u>Base Bid</u></b>
1. Allstate Power Vac	\$126,360.00
2. Kenyon Pipeline Inspection	\$148,960.00
3. National Water Main Cleaning Co.	\$153,175.00
4. Insituform Technologies, Inc.	\$158,160.00; and

**WHEREAS**, Allstate Power Vac ("Allstate") complied with all the essential provisions of the bid specifications and is the lowest qualified bidder; and

**WHEREAS**, the Authority's Consulting Engineer has reviewed the bid of Allstate and has recommended approval thereof; and

**WHEREAS**, the Authority's Solicitor, Howard C. Long, Jr., has reviewed the bids and recommended the award to Allstate and has issued a legal opinion dated January 16, 2017; and

**NOW, THEREFORE, BE IT RESOLVED** by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority, as follows:

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Contract for the Sewer Rehabilitation Project is awarded to Allstate in accordance with its proposal amount as set forth herein.

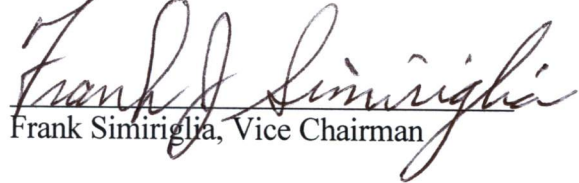


3. Funds are available for payment of this Contract.

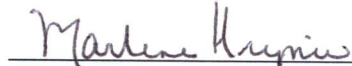
**ATTEST:**

  
\_\_\_\_\_  
Joseph Pillo, Secretary

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

  
\_\_\_\_\_  
Frank Simiriglia, Vice Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of January 19, 2017.

  
\_\_\_\_\_  
Marlene Hrynio, Administrative Secretary

Dated: January 19, 2017



January 17, 2017

GTUA 1611

Ray Carr, Executive Director  
Gloucester Township MUA  
401 W. Landing Road  
Blackwood, NJ 08012

**Subject: Bid Results and Recommendation for Award  
Sewer Rehabilitation Project**

Dear Ray:

Four (4) bids were received for the aforementioned project on January 12<sup>th</sup> at 3:00 PM (original copies on file at the Authority). Bids were provided by Allstate Power Vac, Inc. of Rahway, NJ, Kenyon Pipeline Inspection of Queensbury, NY, National Water Main Cleaning Company of Kearny, NJ, and Insituform Technologies, Inc. of Chesterfield, MO. The total bid prices provided were as follows:

Allstate Power Vac, Inc.	\$126,360.00
Kenyon Pipeline Inspection	\$148,960.00
National Water Main Cleaning Company	\$153,175.00
Insituform Technologies, Inc.	\$158,160.00

No written requests for clarification were received and no addenda were issued. The low bidder made no noted exceptions to the Specifications.

Allstate Power Vac's lump sum price is less than the Engineer's Cost Estimate of \$155,280 prepared by Pennoni Associates.

I have reviewed the bid response of Allstate Power Vac, Inc. and found them in compliance with the bid documents provided. Allstate has successfully completed rehabilitation projects for the Authority.

Pending the Authority Solicitor's determination, I recommend that the Authority award the sewer rehabilitation contract to Allstate Power Vac, Inc.

Please call if you have any questions and/or require any additional assistance.

Sincerely,

**PENNONI ASSOCIATES INC.**



Thomas Leisse, PE, CME  
Authority Engineer

cc: Marlene Hrynio, GTMUA  
Howard Long, GTMUA Solicitor



# WADE, LONG, WOOD & LONG, LLC

Attorneys at Law

John D. Wade  
Howard C. Long, Jr.  
Leonard J. Wood, Jr.  
Daniel H. Long

Audra A. Pondish  
Christopher F. Long  
John A. Moustakas

January 16, 2017

Raymond J. Carr, Executive Director  
Gloucester Township  
Municipal Utilities Authority  
Landing Road  
P.O. Box 216  
Glendora, New Jersey 08029

RE: **GTMUA-1611**  
**Sewer Rehabilitation**

Dear Mr. Carr:

## I. INTRODUCTION

This office has reviewed all documents provided regarding the bid submissions for the contract for the Sewer Rehabilitation project on behalf of the Gloucester Township Municipal Utilities Authority's ("GTMUA" and/or "Authority"). The GTMUA received four (4) bids for the specified Contract. The bids were received on Thursday, January 12, 2017 at 3:00 p.m. as follows:

### VENDOR

### BASE BID

1. Allstate Power Vac	\$126,360.00
2. Kenyon Pipeline Inspection	\$148,960.00
3. National Water Main Cleaning Co.	\$153,175.00
4. Insituform Technologies, Inc.	\$158,160.00

## II. FACTUAL ANALYSIS

The apparent low bid for this contract was submitted by Allstate Power Vac, Inc. ("Allstate") with a base bid in the amount of \$126,360.00. Upon review of the bid submitted by Allstate, a potential defect was uncovered. Specifically, the bid specifications and bidder's checklist ask that bidders submit a certified financial statement prepared within the last twelve (12) months with their bid package. My review of Allstate's bid package did not uncover a certified financial statement. However, the bidder did provide that their financial resources may be obtained from CBIZ MHM, LLC, located at 401 Plymouth Road, Ste 200, Plymouth Meeting, PA 19462.

Additionally, Allstate did provide an equipment list, prepared as of January 2017, and a list of completed projects and references as of December 2016, demonstrating their ability to perform the subject work. Allstate also provided a certification that upon request, they will amplify such statements provided in



**RE: GTMUA-1611**  
**Sewer Rehabilitation**

the bid as may be necessary to satisfy the Authority concerning their ability to successfully perform the work of this contract in a satisfactory manner. Finally, Allstate provided a consent of surety within their bid package which guarantees provision of all required bonds, such as a labor and material payment bond and maintenance bond should they be awarded the contract. All other documents were properly included within Allstate's bid package.

**III. LEGAL ANALYSIS**

The Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. regulates bidding on contracts of public entities in New Jersey. In general, the practice of public bidding is universally recognized and deeply imbedded in the public policy of the State of New Jersey. N.E.R.I. Corp. v. New Jersey Highway Authority, 147 N.J. 223, 236 (1996). There is a prima facie presumption that power and discretion of governmental action in awarding bids on public contracts has been properly exercised. Colonnelli Bros., Inc. v. Village of Ridgefield Park, 284 N.J.Super. 538, 541 (App.Div.1995).

Public bidding statutes are to be construed with sole reference to the public good and rigidly adhered to by courts. Hall Const. Co., Inc. v. New Jersey Sports & Exposition Authority, 295 N.J.Super. 629, 634 (App.Div.1996). Furthermore, public bidding statutes exist for the good of taxpayers, not bidders, and they must always be construed for the public good and to guard against favoritism, improvidence, extravagance, and corruption. Sevell v. New Jersey Highway Authority, 329 N.J.Super. 580, 584 (App.Div.2000).

Every contract awarded by the contracting agent for the provision or performance of any goods or services, the cost of which in the aggregate exceeds the bid threshold, shall be awarded only by Resolution of the governing body of the contracting unit to the lowest responsible bidder after public advertising for bids and bidding therefore. N.J.S.A. 40A:11-4. "Lowest responsible bidder or vendor" means the bidder or vendor: (a) whose response to a request for bids offers the lowest price and is responsive; and (b) who is responsible. N.J.S.A. 40A:11-2. The lowest responsible bidder on a public contract must not only be deemed responsible but must submit the lowest bid which conforms to the contract specifications. Matter of Protest of Award of On-Line Games Production & Operation Services Contract, Bid No. 95-X-20175, 279 N.J.Super. 566, 590 (App.Div.1995).

It is firmly established in New Jersey that material conditions contained in bidding specifications may not be waived. Terminal Const. Corp. v. Atlantic Cty. Sewerage Auth., 67 N.J. 403, 409 (1975). A contracting body is generally without discretion to accept a defective bid. Meadowbrook Carting Co. v. Borough of Island Heights, 138 N.J. 307, 314 (1994). However, while material conditions contained in bidding specifications may not be waived, this rule does not apply to minor or inconsequential conditions. Public contracting units may resolve problems arising from such conditions in a sensible or practical way. Terminal Const. Corp., 67 N.J. at 409-11. Materiality of a particular specification is to be determined as a matter of law. Hanover Tp. v. Inter. Fidelity Ins. Co., 122 N.J.Super. 544, 548 (App.Div.1973).

There are two (2) criteria for determining whether a specific non-compliance constitutes a substantial and, hence, non-waivable irregularity: (1) Whether the effect of a waiver would be to deprive the public body of its assurance that the contract will be entered into, performed, and guaranteed according to its specific requirements; and (2) Whether it is of such a nature that its waiver would adversely affect competitive bidding by placing a bidder in a position of advantage over the other bidders or by otherwise undermining the necessary

**RE: GTMUA-1611**  
**Sewer Rehabilitation**

common standard of competition. Township of River Vale v. R.J. Longo Constr. Co., 127 N.J. Super. 207, 222 (Law.Div.1974).

The court has provided further guidance as to materiality where an error is "patent and the true intent of the bidder obvious". In such a situation, the Appellate Division has held that such an error may be disregarded by the public agency. The Court held that certain non-compliance (i.e. obvious error) with the bid specifications may be deemed not material and therefore waivable by the public entity. Spina v. Borough of Fairview, 304 N.J. Super. 425, (App. Div. 1997).

The Law requires certain items to be included as material aspects of every bid. The statute reads:

"When required by the bid plans and specifications, the following requirements shall be considered mandatory items to be submitted at the time specified by the contracting unit for the receipt of the bids; the failure to submit any one of the mandatory items shall be deemed a fatal defect that shall render the bid proposal unresponsive and that cannot be cured by the governing body:

- a. A guarantee to accompany the bid pursuant to section 21 of P.L.1971, c.198 (C.40A:11-21);
- b. A certificate from a surety company pursuant to section 22 of P.L.1971, c.198 (C.40A:11-22);
- c. A statement of corporate ownership pursuant to section 1 of P.L.1977, c.33 (C.52:25-24.2);
- d. A listing of subcontractors pursuant to section 16 of P.L.1971, c.198 (C.40A:11-16);
- e. A document provided by the contracting agent in the bid plans, specifications, or bid proposal documents for the bidder to acknowledge the bidder's receipt of any notice or revisions or addenda to the advertisement or bid documents;"

N.J.S.A. 40A:11-23.2.

Finally, a local contracting unit is permitted to reject all bids within a part under certain conditions. N.J.S.A. 40A:11-13.2, provides in pertinent part:

"A local contracting unit can reject all bids for any of the following reasons:

- a. The lowest bid substantially exceeds the cost estimates for the goods or services;
- b. The lowest bid substantially exceeds the contracting unit's appropriation for the goods or services;
- c. The governing body of the contracting unit decides to abandon the project for provision or performance of the goods or services;
- d. The contracting unit wants to substantially revise the specifications for the goods or services;



**RE: GTMUA-1611**  
**Sewer Rehabilitation**

- e. The purposes or provisions or both of P.L.1971, c. 198 (C.40A:11-1 et seq.) are being violated;
- f. The governing body of the contracting unit decides to use the State authorized contract pursuant to section 12 of P.L.1971, c. 198 (C.40A:11-12).

N.J.S.A. 40A:11-13.2.

As outlined above, Allstate failed to submit a certified financial statement prepared within the last twelve (12) months within their original bid package. The bidder did provide that their financial resources may be obtained from CBIZ MHM, LLC, an equipment list, as well as a list of completed projects and references demonstrating their ability to perform the contracted work. Allstate also provided a certification that upon request, they will amplify such statements provided in the bid as may be necessary to satisfy the Authority concerning their ability to successfully perform the work, as well as a consent of surety within their bid package guaranteeing the provision of all required bonds upon award of the Contract.

Based upon the aforementioned, it is my legal opinion that to the extent that failing to submit a certified financial statement prepared within the last twelve (12) months within their original bid package is a defect within the bid submitted by Allstate, such a defect is minor in nature. A waiver of such a defect does not deprive the Authority of any assurances the Contract will be entered into, performed or guaranteed according to its specific requirements. Allstate includes several sources within their bid, as outlined above, which provide the Authority sufficient assurances as to the ability of Allstate to perform the contract. Further, a waiver of said defect cannot be said to adversely affect competitive bidding by placing Allstate in a position of advantage over the other bidders or otherwise undermine the necessary common standard of competition. As such, it is my legal opinion that to the extent that failing to submit a certified financial statement prepared within the last twelve (12) months within their original bid package, while providing information regarding their financial status and ability to perform the contract elsewhere within their original bid package, is a defect within the bid, it is without question minor in nature and may be waived by the Authority pursuant to the Court's holdings in River Vale, and Terminal Const. Corp..

**IV. ALLSTATE POWER VAC'S BID**

My review consisted of an examination of the following documents submitted by Allstate that the Authority has provided:

1. Bid Document Submission Checklist;
2. Proposal;
3. Facilities, Ability and Financial Resources Form;
4. Equipment List;
5. Subcontractor Form;
6. Installer Qualifications;
7. Completed Projects;
8. Names and Addresses of Persons Interested as Principals;
9. Proposal Certification;
10. Stockholder Disclosure Form;
11. Bidder's Affidavit;
12. Affirmative Action Questionnaire and Information Form;

**RE: GTMUA-1611**  
**Sewer Rehabilitation**

13. Non-Collusion Affidavit;
14. Acknowledgment of Receipt of Changes to Bid Documents Form;
15. Bid Bond;
16. Certificate of Acknowledgment;
17. Power of Attorney;
18. New Jersey Department of Banking and Insurance Certificate of Authority;
19. Consent of Surety;
20. Certificate of Acknowledgment;
21. Power of Attorney;
22. New Jersey Department of Treasury Short Form Standing Certificate;
23. New Jersey Business Registration Certificate;
24. Public Works Contractor Registration Act Certificate.

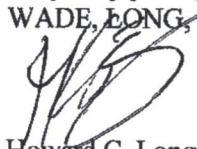
The bid submitted by Allstate is in the appropriate form.

**V. CONCLUSION**

After researching the applicable law, reviewing the contract specifications and documents, and conferring with staff, it is my legal opinion that the contract for the Sewer Rehabilitation project be awarded to Allstate Power Vac, Inc. It is further recommended that a Resolution be placed on the Agenda for an upcoming meeting awarding said Contract to Allstate subject to staff concurrence and the availability of funds.

If you have any questions or require any further clarification, please do not hesitate to contact me.

Very truly yours,  
WADE, LONG, WOOD & LONG, L.L.C.



Howard C. Long, Jr., Solicitor  
Gloucester Township Municipal  
Utilities Authority

HCL/cmv

cc: Chairman & Members GTMUA  
Marlene Hrynio, Administrative Secretary  
Thomas Leisse, PE, CME



**RESOLUTION  
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY  
RESOLUTION APPROVING CONTINGENT FORM "B" APPLICATION FOR  
JARVIS ROAD MAJOR SUBDIVISION,  
1271 JARVIS ROAD,  
BLOCK 16504, LOTS 10, 11 & 12,  
GLOUCESTER TOWNSHIP, NEW JERSEY**

**R-01-17-140**

**WHEREAS**, a Form "B" application has been submitted to the Gloucester Township Municipal Utilities Authority ("GTMUA"), for Jarvis Road Major Subdivision, by Brahini Properties, Inc., for the construction of fifty (50) single family homes, located at 1271 Jarvis Road, also known as Block 16504, Lots 10, 11 & 12, Gloucester Township, New Jersey; and

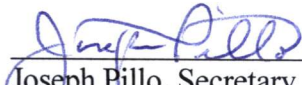
**WHEREAS**, Joseph T. Brickley, PE, CME, CPWM, of Brick Engineering ("Brick"), by letter dated January 9, 2017, which is attached hereto and made a part hereof, has reviewed the applicant's plans and supporting data and has made certain recommendations as a condition of approval; and

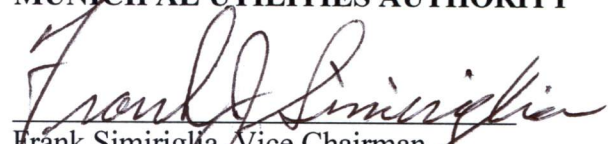
**WHEREAS**, Brick has recommended that the Members of the GTMUA ratify and approve the contingent Form "B" for the project subject to certain terms and conditions.

**NOW, THEREFORE, BE IT RESOLVED** by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority that it hereby approves the contingent Form "B" application submitted for Jarvis Road Major Subdivision, by Brahini Properties, Inc., for the construction of fifty (50) single family homes, located at 1271 Jarvis Road, also known as Block 16504, Lots 10, 11 & 12, Gloucester Township, New Jersey subject to the terms and conditions set forth in the Brick letter dated January 9, 2017, which is attached hereto and made a part hereof.

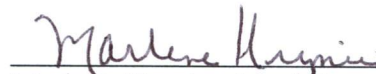
ATTEST:

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

  
\_\_\_\_\_  
Joseph Pillo, Secretary

  
\_\_\_\_\_  
Frank Simiriglia, Vice Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of January 19, 2017.

  
\_\_\_\_\_  
Marlene Hrynio, Administrative Secretary

Dated: January 19, 2017





January 9, 2017

Gloucester Township MUA  
401 W. Landing Road  
Blackwood, NJ 08012

Attention: Ray Carr  
Executive Director

**Subject: Form B Application**  
**Jarvis Road Major Subdivision**  
**1271 Jarvis Road, Erial (aka: Block 16504, Lots 10, 11 & 12)**

Dear Ray:

I have reviewed the Form B application provided by the Applicant Brahlin Properties, Inc. and his engineering consultant Peterman Maxcy Associates, LLC consisting of the following:

- GTMUA Letter of Transmittal dated 11/14/16
- Peterman Maxcy Associates, LLC cover letter, dated 11/10/16
- GTMUA Form B Application Form, dated 11/14/16
- Plan Set – Preliminary and Final Plat - Jarvis Road Major Subdivision, 1271 Jarvis Road, Erial, Block 16504, Lots 10, 11 & 12, Sheets 1 to 13 of 13 signed, sealed and dated 9/1/16.
- Peterman Maxcy Associates, LLC, Engineers Report (includes Engineers Cost Estimate), signed, undated
- Draft NJDEP Forms TWA-1, WQM-003 and WQM-006

Copies of these documents are on file at the Authority.

The Applicant is proposing to construct a major subdivision consisting residential development of fifty (50) single family homes. Based on the GTMUA's Rules and Regulations, I estimate the anticipated wastewater discharge volume to be:

	Use	Capacity	Discharge Parameter	Anticipated Flow
1	Residential Development	50 single family homes	300 gal/day	15,000 gal/day
Total Average Daily Flow				15,000 gal/day
Estimated Equivalent EDU's @ 300 gal/EDU				50 EDU's

**Brick Engineering, LLC**  
321 Bem Street, Riverside, NJ 08075  
Telephone: 609-820-0106  
NJ Certificate of Authorization #24GA28175100

The Applicant proposes to service and tie the proposed subdivision into the GTMUA collection system through construction of +/- 2,175 linear feet of new 8-inch PVC gravity main and nine (9) precast manholes (7 standard and 2 doghouse) connecting to the existing 12-inch PVC gravity main in Jarvis Road (2 locations), which discharges to the Jarvis Road Pumping Station. Fifty (50) individual laterals will serve each unit.

With the exception of the Jarvis Road Pumping Station, the downstream pumping stations (i.e. Breckenridge and Wye Oaks) presently are at or near capacity and mechanical expansion is not feasible. Physical expansion of these stations would be financially restrictive.

As you are aware, we met with the Applicant and his consultants on Thursday, December, 1<sup>st</sup> at the Authority offices. At that meeting Authority Engineer Tom Lisse, yourself and myself detailed to the Applicant and his consultants that if they were to agree to install, at their expense, a permanent bypass connection and re-route the Jarvis Road Pumping Station force main west through Peachtree Lane and connect to the gravity system on Sturbridge Drive that there was available capacity in that portion of the Authority collection system.

The Applicant has performed a utility and topographic survey of Peachtree Lane and Sturbridge Drive locating public Right of Way and Authority appurtenances, as well as, providing a preliminary plan view of the proposed force main rerouting. I have reviewed the "draft" plan and made recommendations under separate cover for its revision.

Review of the documents provided indicates they are generally consistent with the standard of care typical of a Form B application and are suitable for TWA permitting purposes, only, but are not adequate for construction.

The most notable deficiencies include but are not limited to:

1. Applicant's Engineer shall remove all notes and details, which are not the published Authority notes and details and replace them with the latest revision of the Authority's adopted specifications, notes and details.
2. Applicant's Engineer shall revise the Probable Construction Cost Estimate to reflect plan quantities and use the latest revision of the Authority's adopted cost estimation unit prices and contingency value.
3. NJDEP Forms shall be revised to name Gloucester Township MUA in the appropriate locations. This will need to be done prior to their execution and submission to NJDEP.
4. Jarvis Road Force main rerouting plan(s), profile(s), detail(s) and associated TWA documents shall be included in the subject TWA application or prepared and submitted as a separate TWA application. Applicant shall coordinate with the Authority staff and professionals.

A formal agreement between the Applicant and Authority will be required detailing the Applicant is responsible for all costs associated with the offsite improvements, as well as, Authority inspection fees and additional surety. This would be drafted by and executed to the satisfaction of the Authority Solicitor.



I am recommending the contingent approval of this application to allow the Applicant to move forward with obtaining an NJDEP Treatment Works Approval concurrent with resolution of plan, and estimate deficiencies and complete Jarvis Road Pumping Station force main in the Form C application process. I respectfully request that this approval include both the collection system improvements of the subdivision, as well as, the Jarvis Road Pumping Station force main rerouting, with the understanding the force main rerouting will likely be submitted as a separate TWA.

If this application is approved by the Authority, as conditioned, the Applicant will need to make an appointment with you to obtain required signatures on A-2 and B. Applicant will need to have the CCMUA execute C.

**This recommendation is made with the understanding that it is to facilitate filing and obtaining NJDEP treatment works approval and all deficiencies and conditions must be addressed in the Form C application. Use of the documents provided beyond this single purpose will result in a recommendation to withdraw this approval.**

Should you wish to discuss the recommendation above do not hesitate contacting me. I am copying the Applicant and his Engineer with this recommendation and would encourage them to contact me and/or Mr. Leisse with any questions.

Please contact me with any questions.

Very truly yours,



Joseph T. Brickley, PE, CME, CPWM

Cc: Howard Long, GTMUA Solicitor  
Marlene Hrynio, GTMUA Administrative Secretary  
Tom Leisse, PE, Authority Engineer  
Brian Peterman, PE, Peterman Maxcy Associates, LLC, petermaneng@comcast.net  
Brahin Properties, Inc., 1535 Chestnut St, Ste 200, Phila, PA 19102

**RESOLUTION  
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY  
RESOLUTION APPROVING CONTINGENT FORM "B" APPLICATION FOR  
RECOVERY CENTERS OF AMERICA,  
1840 PETER CHEESEMAN ROAD (AKA CR 759),  
BLOCK 14003, LOT 13,  
GLOUCESTER TOWNSHIP, NEW JERSEY**

**R-01-17-141**

**WHEREAS**, a Form "B" application has been submitted to the Gloucester Township Municipal Utilities Authority ("GTMUA"), for Recovery Centers of America, by Recovery Centers of America, LLC, for the modification of one (1) existing structure (+/- 30,000 SF) with two (2) separate additions (+/- 8,315 SF and +/- 3,000 SF Fitness Center) and construction of one (1) new structure (+/- 3,850 SF) for use as a 125 bed short and long term addiction treatment and rehabilitation center, located at 1840 Peter Cheeseman Road (AKA CR 759), also known as Block 14003, Lot 13, Gloucester Township, New Jersey; and

**WHEREAS**, Joseph T. Brickley, PE, CME, CPWM, of Brick Engineering ("Brick"), by letter dated January 7, 2017, which is attached hereto and made a part hereof, has reviewed the applicant's plans and supporting data and has made certain recommendations as a condition of approval; and

**WHEREAS**, Brick has recommended that the Members of the GTMUA ratify and approve the contingent Form "B" for the project subject to certain terms and conditions.

**NOW, THEREFORE, BE IT RESOLVED** by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority that it hereby approves the contingent Form "B" application submitted for Recovery Centers of America, by Recovery Centers of America, LLC, for the modification of one (1) existing structure (+/- 30,000 SF) with two (2) separate additions (+/- 8,315 SF and +/- 3,000 SF Fitness Center) and construction of one (1) new structure (+/- 3,850 SF) for use as a 125 bed short and long term addiction treatment and rehabilitation center, located at 1840 Peter Cheeseman Road (AKA CR 759), also known as

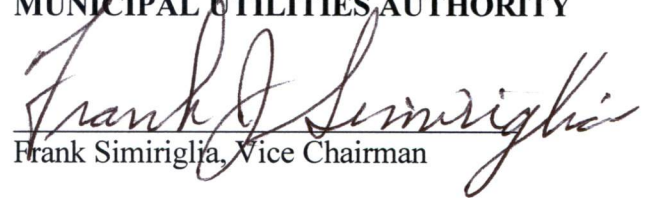


Block 14003, Lot 13, Gloucester Township, New Jersey subject to the terms and conditions set forth in the Brick letter dated January 7, 2017, which is attached hereto and made a part hereof.

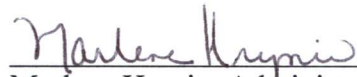
**ATTEST:**

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

  
\_\_\_\_\_  
Joseph Pillo, Secretary

  
\_\_\_\_\_  
Frank Simiriglia, Vice Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of January 19, 2017.

  
\_\_\_\_\_  
Marlene Hrynio, Administrative Secretary

Dated: January 19, 2017



January 7, 2017

**Via Electronic Mail**

Gloucester Township MUA  
401 W. Landing Road  
Blackwood, NJ 08012

Attention: Ray Carr  
Executive Director

**Subject: Form "B" Application**  
**"Recovery Centers of America"**  
**1840 Peter Cheeseman Road (aka CR 759)**  
**(aka Block 14003, Lot 13)**  
**Applicant: Recovery Centers of America, LLC**

Dear Ray:

I have reviewed the aforementioned Form B application consisting of:

- GTMUA Transmittal, dated 01/03/17
- Form B Application, received by Authority 12/22/16
- Adams, Rehmann & Heggan Associates, Inc. (ARH) Letter of Transmittal, dated 01/03/17
- Draft TWA-1, WQM-006, WQM-003
- Plan Set sheets 1 to 24 of 24, Preliminary & Final Site Plan, Recovery Centers of America, 1840 Peter Cheeseman Road – CR 759, Lot 13, Block 14003, last revised 12/22/16
- Plan Set sheets 8, 15 and 16 of 24, Preliminary & Final Site Plan, Recovery Centers of America, 1840 Peter Cheeseman Road – CR 759, Lot 13, Block 14003, last revised 01/03/17
- Engineer's Cost Estimate, undated
- Engineer's Report, dated 12/22/16, last revised 01/03/17

Copies of these documents are on file at the Authority.

The Applicant is proposing to modify one (1) existing structure (+/- 30,000 SF) with two (2) separate additions (+/- 8,315 SF and +/- 3,000 SF fitness center) and construct one (1) new structure (+/- 3,850) to use as a 125 bed short and long term addition treatment and rehabilitation center on the site of the previous "Retreat House" across from Camden County College.

**Brick Engineering, LLC**  
321 Bem Street, Riverside New Jersey 08075  
Telephone: 609-820-0106  
NJ Certificate of Authorization #24GA28175100



Based on the GTMUA's Rules and Regulations, BE, LLC estimates the preliminary anticipated wastewater discharge volume to be:

	Use	Capacity	Discharge Parameter	Anticipated Flow
1	Hospital	125 bed	175 gal/bed/day	21,875 gal/day
2	Gym	N/A	600 gal/ day	600 gal/ day
3	Med. Office	3,850 SF	0.10 gal/SF/day	385 gal/ day
Total				22,860 gal/day
Estimated Equivalent EDU's @ 300 gal/EDU				77 EDU's

The Applicant is proposing to construct the following new collection system components (in addition to those already existing onsite):

- +/- 548 LF 8-inch PVC gravity main
- +/- 122 LF 6-inch PVC lateral
- +/- 100 LF 4-inch PVC lateral
- five (5) new manholes
- numerous cleanouts

The Applicant is proposing to connect by gravity to the existing Authority gravity collection system in Peter Cheeseman Road, on to College Pumping Station and its downstream appurtenances which ultimately discharges to the Authority's Orr Road Pumping Station.

The proposed improvements including existing internal appurtenances will be a private system up to and including its connection with the Authority's existing gravity main and subject to Authority regulations for private systems.

Review of the documents provided indicates they are generally consistent with the standard of care typical of a Form B application and are suitable for TWA permitting purposes but are not adequate for construction.

The most notable deficiencies include but are not limited to:

1. Manhole Detail on Sheet 16 of 24 is not current GTMUA adopted detail and should be revised to utilize said details.
2. GTMUA Saddle Detail and locations, as well as, concrete encasement locations shall be added to plans.
3. Plan set did not include plumbing plans and sanitary riser diagrams.
4. The Form A application approval recommendation detailed that mechanical improvements (motors, pumps, impellers, controls, valves, etc.) that would be required at the Authority's College Pumping Station to accommodate proposed additional flow from this application. These improvements are the financial responsibility of the Applicant and are typically made by the Applicant with the Authority's coordination and technical assistance.

The Applicant's Engineer should contact the Authority's Engineer Tom Leisse, PE to set up a meeting to discuss these improvements. Work can be done on parallel paths to not impact schedules. Consistent with Authority practice, excess capacity gained by Applicant borne collection system improvements can be subject to "recapture" as allowed by law. The Authority's Solicitor would also participate in preparation and adoption of the recapture agreement.

I am recommending the contingent approval of this application to allow the Applicant to move forward with obtaining an NJDEP Treatment Works approval concurrent with resolution of deficiencies in the Form C application process. Final calculation of connection fees would also occur at that time.

Formal written acknowledgement of Item 4 by the Applicant and his Engineer to the Authority needs to be provided in advance of TWA filing.

The Applicant will need to make an appointment with you to obtain required signatures on A-2 and B. Applicant will need to have the CCMUA execute C.

**This recommendation is made with the understanding that it is to facilitate filing and obtaining NJDEP treatment works approval and all deficiencies must be addressed in the Form C application. Use of the documents provided beyond this single purpose will result in a recommendation to withdraw this approval.**

Please note that new discharges to the Orr Road Pumping Station are subject to an existing recapture agreement with the Authority.

Should you wish to discuss the recommendation above do not hesitate contacting me. I am copying the Applicant and his Engineer with this recommendation and would encourage them to contact me and/or Mr. Leisse with any questions.

Call me with any questions.

Very truly yours,



Joseph T. Brickley, PE, CME

cc: Marlene Hrynio, Administrative Secretary  
Howard Long, GTMUA Solicitor  
Tom Leisse, PE, CME, Authority Engineer  
ARH, 850 White Horse Pike, PO Box 579, Hammonton, NJ 08037-2018  
Recovery Centers of America, 2701, Renaissance Blvd, 4<sup>th</sup> Floor, King of Prussia, Pa, 19406



**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

**RESOLUTION AUTHORIZING THE EXTENSION AND RENEWAL  
OF THE 2017 SHARED SERVICES GLOBAL AGREEMENT WITH THE TOWNSHIP OF  
GLOUCESTER FOR RECYCLING OF GLASS, PAPERS, PLASTICS AND CANS, AND  
CONTINUATION OF THE COMPOST FACILITY PROGRAM AND CONTINUATION OF  
THE GRASS AND LEAF COLLECTION AND DISPOSAL PROGRAM**

**R-01-17-142**

**WHEREAS**, the Gloucester Township Municipal Utilities Authority, ("GTMUA") desires to extend its Shared Services Global Agreement ("Agreement") with the Township of Gloucester ("Township"); and

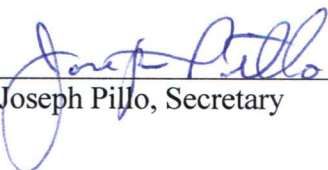
**WHEREAS**, the parties hereto are permitted in accordance with N.J.S.A. 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act ("Act"), to enter into an agreement to provide jointly, or through each respective agency itself, such services authorized by the Act, including areas of general government administration including shared services and the like; and

**WHEREAS**, the parties hereto desire to enter into an extension of the Shared Services Global Agreement, for the continuation of the recycling of glass, papers, plastics and cans, the continuation of the Compost Facility Program, and the continuation of the grass and leaf collection and disposal program; and

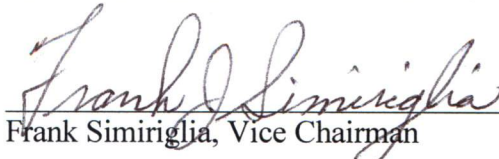
**NOW THEREFORE, BE IT RESOLVED**, by the Gloucester Township Municipal Utilities Authority, a body corporate and politic, as follows:

1. The Chairman and/or Executive Director are hereby authorized to execute an extension for a term of one (1) year (January 1, 2017 through December 31, 2017) of the Shared Services Global Agreement by and between the Gloucester Township Municipal Utilities Authority and the Township of Gloucester in a form similar to that attached hereto and made a part hereof upon final approval by the Authority Solicitor.
2. The Shared Services Global Agreement shall be placed on file in the office of the Gloucester Township Municipal Utilities Authority and made available for public inspection upon execution.

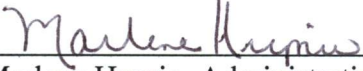
**ATTEST:**

  
Joseph Pillo, Secretary

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

  
Frank Simiriglia, Vice Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of January 19, 2017.

  
\_\_\_\_\_  
Marlene Hrynio, Administrative Secretary

Dated: January 19, 2017



## **SHARED SERVICES AGREEMENT**

**THIS AGREEMENT** dated 1<sup>st</sup> day of January, 2017, by and between the **TOWNSHIP OF GLOUCESTER**, a municipal corporation of the State of New Jersey, with its principal place of business at Chews Landing Road, P.O. Box 8, Blackwood, New Jersey 08012, (hereinafter referred to as "**Township**") and the **GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**, a body corporate and politic, with its principal place of business located at 401 W. Landing Road, P.O. Box 216, Glendora, New Jersey 08029 (hereinafter referred to as "**Authority**");

### **WITNESSETH**

**WHEREAS**, the parties desire to enter into a Shared Services Agreement to authorize the implementation and administration of certain activities relating to the operation of a composting facility, the collection and disposal of grass and leaves, and the recycling of glass, papers, plastics and cans within the Township of Gloucester; and

**WHEREAS**, the parties hereto are permitted in accordance with N.J.S.A. 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act ("Act"), to enter into and modify Agreement to provide jointly, or through each respective agency itself, such services authorized by the Act, including areas of general government administration including shared services and the like; and

**WHEREAS**, the parties desire to enter into a global agreement memorializing the terms and conditions of certain prior agreements between said parties relating to the operation of the composting facility, the collection and disposal of grass and leaves and recycling of glass, papers, plastics and cans within the Township of Gloucester; and

**NOW, THEREFORE**, for and in consideration of the signing of this Agreement by the respective parties, and in further consideration of the terms and covenants of the within

Agreement, and the mutual benefits to be gained by the parties hereto, the parties do hereby agree as follows:

## **I. OPERATION OF THE COMPOSTING FACILITY**

### **A. BACKGROUND**

The Authority is authorized to treat and dispose of solid waste and enter into contracts pursuant to N.J.S.A. 40:14b-49. In accordance with provisions set forth in N.J.S.A. 13:E-1 et seq. and N.J.S.A. 13:1E-99.11 et seq., known as the Solid Waste Management Act and the New Jersey Statewide Mandatory Source Separation and Recycling Act, the Authority has received from the New Jersey Department of Environmental Protection ("NJDEP"), a Recycling Center General Approval Permit for the operation of a recycling facility (hereinafter "Compost Facility") located at Block 1402, Lot 3 and Block 2401, Lots 1 & 3, Gloucester Township, Camden County, New Jersey. The permit allows the Authority to process vegetative matter, specifically, the composting of grass and leaves. Historically, the Authority has agreed, along with the Township, to expand the scope and operation of the Compost Facility for the composting and disposal of grass and leaves pursuant to certain terms and conditions. The Township and Authority have previously entered into a series of agreements for not only the establishment of the Compost Facility program, but also for the expansion of the existing Compost Facility. Such an operation is deemed by all parties to be in the best interest of the safety, health and welfare of the residents of the Township of Gloucester.

### **B. TERMS AND CONDITIONS OF COMPOST FACILITY AGREEMENT**

1. The Township, has in the past, and will continue in the future, to provide all funds required to operate the existing Compost Facility in accordance with Plans and Specifications, as prepared by the Authority's consulting engineer, and approved by NJDEP Solid Waste Permit.



2. The Township will provide all funds required in order to purchase any and all equipment necessary for the operation of the Compost Facility. The Authority will advise the Township of the equipment needed. The Township will lease said equipment to the Authority for One Dollar (\$1.00) per year. The parties acknowledge that the cost of the required equipment, specifically the screener and windrow turner, as well as other allocable cost as of the date of this Agreement, is \$1,306,881.17. The Township shall be obligated to pay its share of the yearly debt service payment directly to the Authority for the aforementioned equipment. The parties agree that the amount of the payment during the term of this Agreement is \$87,150.00. Attached hereto and incorporated herein is an itemized list of the equipment required for the operation of the compost facility as prepared by the Authority. The Township also agrees to fund the purchase of certain capital items as set forth in the attached "Authority Capital Budget and Capital Improvement Plan, Fiscal Period Ending February 28, 2018" attached as Exhibit "A".

3. The Authority will operate and maintain the Compost Facility. Moreover, the Authority will be responsible for the coordination of all work necessary to maintain the expansion of the Compost Facility in accordance with the approved Plans and Specifications. The Township will fund the annual operating budget for the Compost Facility. In December of the preceding year, the Authority will submit the respective budgetary information for the operation of the Compost Facility to the Township for review and approval.

4. The Authority will permit the Township to dispose at the Compost Facility all grass and leaves collected in the Township.

5. The Authority will not charge tipping fees to the Township for the disposal of grass and leaves at the Authority's Compost Facility.

6. The Township shall participate in overseeing of the Compost Facility operation in connection with marketing the Compost Facility to potential customers for disposal of grass and leaves at the site as well as potential customers for the sale of compost.

7. The Authority shall prepare and forward to the Township annually, a report of the Compost Facility operations at the close of the Authority's fiscal year.

8. The Township Council and Authority Members shall participate in a joint quarterly meeting regarding the Compost Facility operations. In the event both parties agree, both governing bodies may appoint a subcommittee for said purpose. In addition, either party may have in attendance any department heads and/or professionals it deems appropriate.

9. The Authority shall actively market the use of the Compost Facility and seek commitments from other municipalities for the disposal of grass and leaves at the Compost Facility.

10. The Authority shall develop and provide to the Township a long-term marketing plan for the Compost Facility operation. Copies of any and all correspondence sent or received by the Authority in connection with the utilization of the Compost Facility by third parties, shall be forwarded to the Township Administrator.

11. As set forth in Section II, B. 7. of this Agreement, the Authority shall add or subtract appropriately to the Township any and all revenues gained from the Compost Facility operations, after deduction of the Authority's cost of operation of the Compost Facility. Upon termination of this Inter-local Services Agreement, any unexpended funds shall be returned to the Township within sixty (60) days of termination.



12. For the year ending December 31, 2017, the parties agree to the following funding:

- A. The Compost Facility's Operating budget for Fiscal year 2017-2018 is \$521,282.00, excluding the Township's share of the 2008 NJEIT debt service obligation.
- B. The anticipated revenue for FY 2017-2018 as determined by the Authority Administration is \$315,000.00.
- C. The calculation of the amount due from the Township for the year ending 2017-2018 for the Compost Facility operating budget is as follows:

\$521,282.00	Compost Facility Operating Budget FY 2017-2018
<u>-\$315,000.00</u>	
<u>\$206,282.00</u>	Amount Due from Township to GTMUA for Compost Facility Operating Budget for FY 2017- 2018 or \$17,190.00 per month.

## **II. GRASS AND LEAF COLLECTION AND DISPOSAL PROGRAM**

### **A. BACKGROUND**

The Township is desirous of the continuation of the grass and leaf collection and disposal by composting program. The Township seeks to promote and continue a program for the collection, composting and disposal of grass and leaves within the Township on a mandatory requirement basis as part of its municipal solid waste program. The Authority is authorized to treat and dispose of solid waste and enter into agreements for said purpose pursuant to N.J.S.A. 40:14B-49. The parties have in the past, and will continue in the future, to cooperate and proceed and continue with the undertaking of the collection and disposal by composting of grass and leaves within the municipal boundaries of the Township. The Township and the Authority are willing to enter into an agreement for the establishment of a continued relationship between the

parties for the collection, disposal and composting of grass and leaves within the Township as part of the municipality's solid waste program.

**B. TERMS AND CONDITIONS OF GRASS AND LEAF COLLECTION  
AND DISPOSAL**

1. The Authority hereby agrees to continue to collect and dispose by composting, at the Authority Composting Facility, grass and leaves within the Township pursuant to the vegetative permit which has been issued to the Authority by the NJDEP, a copy of same being attached hereto and incorporated by reference herein Exhibit "B".

2. The Authority shall conduct said grass and leaf collection on a regular and periodic basis between July 1 to October 31 and March 15 to June 30 each calendar year. In the event the Authority determines that it will not provide such a service, it shall provide sixty (60) days advance notice to the Township.

3. The Authority shall establish a schedule for the collection of grass and leaves for all areas of the Township; said schedule to be posted at the Gloucester Township Municipal Building. Said schedule shall be on a weekly collection basis for the entire Township.

4. The Authority shall conduct its grass and leaf collection, and disposal by composting operation pursuant to and in compliance with all applicable laws, rules and regulations of the Federal, State, County and local governments and agencies having jurisdiction.

5. The Township shall agree to pay or reimburse the Authority for the actual cost of said grass and leaf collection, compost, and disposal operation collectively known as "the grass and leaf collection operation". The actual cost for operation of the grass and leaf collection and disposal by the Compost Facility for the fiscal year 2017-2018 shall be \$683,214.00. The Township will be informed of any liabilities due to the Township as set forth in the audit report



as of February 28, 2017 of the Authority to determine how the Township would like to address the liabilities.

6. The Township shall agree to pay and reimburse the Authority one-twelfth (1/12) of the said estimated and agreed upon annual operating budget for this grass and leaf collection operation or \$56,934.00 beginning January 1, 2017 and the first day of each month thereafter until December 31, 2017 when the last payment is due.

7. The Authority shall provide the Township with an estimated annual operating budget for the proposed grass and leaf collection operation in December of each year prior to the commencement of the Township's budget year. The Township and Authority hereby agree that any unreserved net position or deficit as defined in the Report of Audit of the Gloucester Township Municipal Utilities Authority remaining at the end of the contract term for the Authority's grass and leaf collection and disposal program, shall upon the renewal of the contract term, be transferred to the Township. In the event that the contract is not renewed, as provided for herein, then in that event the Township and the Authority agree that there shall be made an appropriate adjustment for any unreserved net position (paid to the Township) or deficit (paid to the Authority) as defined in the Report of Audit of the Gloucester Township Municipal Utilities Authority. This end of contract term adjustment shall be made within sixty (60) days of the contract termination.

8. Any vehicles, equipment or machinery purchased or leased by the Authority for this grass and leaf collection operation, shall be approved by the Township and the cost thereof shall be included in the annual operating budget. The Township recognizes that the Authority presently utilizes five (5) vehicles in the performance of this contract and these vehicles are essential to the efficient performance by the Authority.

9. The Township shall maintain a contingency fund for any possible major repairs (major repairs are those exceeding \$1,500.00 excluding items of routine maintenance, repairs

and replacement) to the various trucks and equipment utilized by the Authority in its grass and leaf collection operation relating to the collection and disposal by composting of grass and leaves. No disbursement from the contingency fund will occur unless the Township is first notified and the Department of Public Works is given twenty four (24) hours notification, the Township shall disburse the funds for the repairs. If by December 31<sup>st</sup> of each calendar year, said funds have not been expended or any portion of these funds has not been expended, they will remain with the Township to be used for transfer or to cancel to Fund Balance.

### **III. OPERATION OF THE GLASS, PAPER, PLASTICS AND CANS PROGRAM**

#### **A. BACKGROUND**

The Township seeks to continue its efforts to promote a program for recycling of glass, papers, plastics and cans within the Township on a mandatory requirement basis as part of its municipal solid waste program. The Authority is authorized to collect and dispose of such recyclable material and enter into agreements for same pursuant to *N.J.S.A. 40:14B-49*. The Authority is willing to cooperate and proceed with the undertaking of the collection and disposal of these recyclable matters for the Township. The Township and the Authority are willing to enter into an agreement for the establishment of a relationship between the parties for the collection and disposal of these recyclable materials as part of the Township's solid waste program.

#### **B. TERMS AND CONDITIONS OF GLASS, PAPERS, PLASTICS AND CANS COLLECTION AND DISPOSAL**

1. The Authority shall establish, with the cooperation and approval of the Township Director of Public Works, a schedule for the collection of these recyclable materials for all areas of the Township, said schedule to be created on an annual basis and posted at the Township Municipal Building. Said schedule shall be on a bi-weekly collection basis.



2. The Authority shall conduct its recycling collection and disposal operation pursuant to and in compliance with all applicable laws, rules and regulations of the Federal, State, County and local governments and agencies having jurisdiction.

3. The Township shall purchase all equipment and machinery required to perform and conduct the operation related to the collection and disposal of recyclable material.

4. The Township shall agree to pay or reimburse the Authority for the actual cost of said recycling collection and disposal operation for the term of the Contract, but not to exceed \$739,714.00.

5. The Township will appropriate a contingency fund for any possible major repairs (major repairs are those exceeding \$1,500.00 excluding items of routine maintenance, repairs and replacement) to the various trucks leased to and utilized by the Authority, but owned by the Township. No disbursements from the contingency fund will occur unless the Township is first notified and the Department of Public Works is given twenty four (24) hours to inspect said vehicle and agree to the disbursement. In the event, there is no response by the Township within twenty four (24) hours of notification, the funds for the repairs shall be disbursed by the Township. If by December 31<sup>st</sup> of each calendar year said funds have not been expended or any portion of said funds have not been expended, they will remain with the Township to be used for transfers or to cancel to Fund Balance.

6. The Authority shall provide the Township with an estimated annual operation budget for the proposed collection and disposal of recyclables in December of each year prior to the commencement of the Township's budget year.

7. The Township shall agree to pay and reimburse the Authority one-twelfth (1/12) of said estimated annual operating budget or \$61,643.00 for this collection and disposal operation beginning January 1<sup>st</sup> of each calendar year and continuing on a month-to-month basis until December 31<sup>st</sup> of the succeeding year, when the last payment is due.

#### **IV. OTHER GENERAL CONDITIONS**

##### **A. TERMS**

1. This Agreement shall be for a one (1) year time period, commencing on January 1, 2017 through December 31, 2017. This Agreement shall automatically renew on a year-to-year basis, unless sixty (60) days written notice by either party to the other of the intent to terminate said Agreement. Upon receipt of such written notice to terminate, this Agreement will expire at the end of the annual time period and shall become null and void and of no further legal effect.

2. If any one or more of the terms or provisions of this Agreement shall be finally determined to be invalid or unenforceable by a Court of Law, the remainder of the terms and conditions thereof shall not be affected thereby and shall continue to be enforceable in all respects.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey and shall inure to the benefit of the parties hereto and their successors and assigns.

4. This Agreement may only be modified in a dated writing, executed by the authorized representative of the Township of Gloucester and the Gloucester Township Municipal Utilities Authority. In the event that there is a modification or amendment to the existing applicable laws and regulations governing this Agreement, such modification or amendment shall be automatically incorporated by reference in this Agreement.

5. In the event that any provisions of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as to the maximum extent practicable in light



of such determination, implement and give effect to the intentions of the parties' reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect, to the extent possible.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized and have caused their corporate seals to be hereunto affixed and duly attested all as of the date first above written.

**ATTEST:**

**TOWNSHIP OF GLOUCESTER**

\_\_\_\_\_  
ROSEMARY DIJOSIE,  
TOWNSHIP CLERK

BY: \_\_\_\_\_  
DAVID R. MAYER, MAYOR

**ATTEST:**

**GLOUCESTER TOWNSHIP MUNICIPAL  
UTILITIES AUTHORITY**

\_\_\_\_\_  
MARLENE HRYNIO  
ADMINISTRATIVE SECRETARY

\_\_\_\_\_  
RICHARD P. CALABRESE,  
CHAIRMAN

# **EXHIBIT “A”**





**AUTHORITY CAPITAL BUDGET  
AND CAPITAL IMPROVEMENT PLAN  
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY  
FISCAL PERIOD ENDING FEBRUARY 28, 2018  
PROPOSED YEAR'S CAPITAL PLAN FUNDING SOURCES - SOLID WASTE OPERATIONS**

<u>Projects</u>	<u>Estimated Total Costs</u>	<u>Twp of Gloucester Debt Authorized</u>	<u>Twp. of Gloucester</u>
A. RECYCLE TRUCK	\$275,000	\$0	\$275,000
B. RECYCLE TOTES	\$0	\$0	\$0
C. PACKER (GRASS/LEAF)	\$0	\$0	\$0
D. DUMP TRUCK (30 YD)	\$0	\$0	\$0
E. LOADER	\$250,000	\$0	\$250,000
F. VEHICLE GPS	\$0	\$0	\$0
G. PICK-UP F-150	\$0	\$0	\$0
H. MISC. CAPITAL/ SITE MAINTENANCE	<u>\$10,000</u>	<u>\$0</u>	<u>\$10,000</u>
<b>TOTAL</b>	<b><u>\$535,000</u></b>	<b><u>\$0</u></b>	<b><u>\$535,000</u></b>



**AUTHORITY CAPITAL BUDGET  
AND CAPITAL IMPROVEMENT PLAN  
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY  
FISCAL PERIOD ENDING FEBRUARY 28, 2018  
5-YEAR CAPITAL PLAN - SOLID WASTE OPERATIONS**

<u>Projects</u>	<u>Total Costs</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
A. RECYCLE TRUCK	\$ 815,000.00	\$ 275,000.00	\$ -	\$ 270,000.00	\$ -	\$ 270,000.00
B. RECYCLE TOTES	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -
C. PACKER (GRASS/LEAF)	\$ 175,000.00	\$ -	\$ -	\$ -	\$ 175,000.00	\$ -
D. DUMP TRUCK (30YD)	\$ 225,000.00	\$ -	\$ 225,000.00	\$ -	\$ -	\$ -
E. LOADER	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -
F. VEHICLE GPS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
G. PICK-UP F-150	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -
H. MISC. CAPITAL/ SITE MAINTENANCE	\$ 50,000.00	\$ 10,000.00	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -
<b>TOTAL</b>	<b>\$ 1,565,000.00</b>	<b>\$ 535,000.00</b>	<b>\$ 275,000.00</b>	<b>\$ 270,000.00</b>	<b>\$ 215,000.00</b>	<b>\$ 270,000.00</b>



# **EXHIBIT “B”**



State of New Jersey

CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lt. Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
MAIL CODE 401-02C  
Solid & Hazardous Waste Management Program  
P.O. Box 420  
Trenton, New Jersey 08625-0420  
Telephone: (609) 292-9880 Telecopier: (609) 633-9839  
<http://www.state.nj.us/dep/dshw>

BOB MARTIN  
Commissioner

**RECYCLING CENTER GENERAL APPROVAL  
FOR CLASS C RECYCLABLE MATERIALS  
FOR LEAVES AND GRASS CLIPPINGS**

Under the provisions of N.J.S.A. 13:1E-1 et seq. and N.J.S.A. 13:1E-99.11 et seq., known as the Solid Waste Management Act and New Jersey Statewide Mandatory Source Separation and Recycling Act, respectively, and pursuant to N.J.A.C. 7:26A-1 et seq., known as the Recycling Regulations, this approval is hereby issued to:


**Gloucester Township MUA**

Facility Type:	Recycling Center for Class C Materials
Lot & Block Nos.:	Block 1402, Lot 3 and Block 2401, Lots 1 & 3
Municipality:	Township of Gloucester
County:	Camden
Facility ID No.:	132029
Permit No.:	CCG120002

This General Approval is subject to compliance with all conditions specified herein and all regulations promulgated by the Department of Environmental Protection (Department).

This General Approval shall not prejudice any claim the State may have to riparian land nor does it allow the registrant to fill or alter, or allow to be filled or altered, in any way, lands that are deemed to be riparian, wetlands, stream encroachment or flood plains, or within the Coastal Area Facility Review Act (CAFRA) zone or are subject to the Pinelands Protection Act of 1979, nor shall it allow the discharge of pollutants to waters of this State without prior acquisition of the necessary grants, permits, or approvals from the Department.

January 31, 2013  
Issuance Date

  
Anthony Fontana, Chief  
Bureau of Transfer Stations and Recycling Facilities

December 17, 2017  
Expiration Date



### Scope of Approval

This General Approval (approval), along with the referenced application documents herein specified, shall constitute the sole approval of Recycling Center operations for Class C Recyclable Material (leaves and grass clippings) and process center by **Gloucester Township MUA** located in the Township of Gloucester, Camden County, New Jersey. Any registration, approval or permit previously issued by the Solid and Hazardous Waste Management Program, or its predecessor agencies, for the specific activities as described below and as conditioned herein, is hereby superseded.

This Recycling Center General Approval is a renewal to the Approval issued to the facility on May 29, 2008 last modified on September 21, 2009.

### Regulated Activities at the Facility

Conditions 1 through 39 of this approval contain the general conditions applicable to all recycling centers. Conditions 40 through 53 of this approval contain Class C General Conditions. Conditions 54 through 63 of this approval contain General Yard Waste conditions and Conditions 64 through 97 of this approval contain Yard Waste conditions applicable to the operations of the recycling center.

### Facility Description

Gloucester Township MUA owns and operates a recycling center for the receipt and processing of leaves and grass clippings. The recycling center is located at the end of Landing Road, in Gloucester Township on Blocks 1402, Lot 3 and Block 2401, Lots 1 & 3 in Camden County. This regional recycling center receives leaves and grass clippings from Gloucester Township, other nearby municipalities and landscapers. The recycling center is authorized to accept and process leaves and grass clippings for composting, Monday through Friday. All materials delivered to the site are composted until they have reached a stable form. A portion of the stabilized compost is then screened to remove any non-compostable material.

The recycling center markets compost in bulk form from the site to Gloucester Township residents and municipalities delivering compostables to the facility and the screened compost is offered for sale to landscapers. The recycling center is also utilized for finished compost storage and equipment storage as shown on the site plan.

Approved General Approval Application and Associated Documents

The registrant shall construct and operate the facility in accordance with N.J.A.C. 7:26A-1 *et seq.*, the conditions of this Approval, and the following documents:

- a. Site Plan – "GTMUA Compost Facility Site Plan, Block 1402, Lot 3 and Block 2401, Lots 1 & 3, Gloucester Township, Camden County, New Jersey", dated June 21, 2002, last revised November 30, 2012 prepared by Pennoni Associates Inc. under the supervision of Thomas Leisse, P.E.
- b. Operational Process Narrative revised January, 2009 and Environmental Impact Statement revised May 1995, prepared by Consulting Engineer Services and submitted with letter dated May 30, 1997;
- c. Operational Process Narrative revised December 1997 prepared by Consulting Engineer Services and submitted with letter dated December 3, 1997;
- d. Pennoni Associates Inc, Consulting Engineers –Renewal Request letter dated September 11, 2012, prepared and signed by Thomas Leisse, PE, CME. No modifications and/or revisions to the General Approval are being requested as part of this renewal request except addition of Saturdays 9 am to 1 pm in November and December and updates to equipment list.

In case of conflict, the provisions of N.J.A.C. 7:26A-1 *et seq.* shall have precedence over the conditions of this Approval, and the conditions of this Approval shall have precedence over plans and specifications listed above.



**GLOUCESTER TWP MUA COMPOST**  
132029 CCG120002 Class C Recycling Ctr Approval -Renewal  
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**Subject Item: PI 132029 -**

1. All persons issued a general approval to operate a recycling center for Class B, Class C and/or Class D recyclable material pursuant to N.J.A.C. 7:26A-1 et seq. shall comply with all conditions of the approval [N.J.A.C. 7:26A-3.1(a)]
2. The holder of this general approval shall prominently post and maintain a legible sign, at or near the entrance to the recycling center, indicating that the recycling center is an approved New Jersey Department of Environmental Protection recycling center. The sign shall also indicate the following: Hours of operation of the recycling center; Listing of the source separated materials to be received; The size, weight, or other restrictions regarding materials to be received; The maximum amount of contaminants allowed in each load; Warning that loads will be inspected and will be barred from offloading if the contaminant level is exceeded; and Notice that the person offloading shall certify the amount of material per load, municipality of origin of the material and any other information contained on the Recyclable Material Receipt Form [N.J.A.C. 7:26A-3.5(f)]
3. Application for renewal of this general approval shall be submitted at least three months prior to expiration of the current approval and shall comply with all requirements for renewal set forth in N.J.A.C. 7:26A-3.6 et seq. One copy of the application for renewal of the general approval shall be submitted by the applicant to the municipal clerk of the municipality in which the recycling center is located, and to the solid waste or recycling coordinator of the county in which the recycling center is located [N.J.A.C. 7:26A-3.6(a)]
4. The applicant for renewal of this general approval shall certify in writing to the Department that there have been no changes in the operations of the recycling center since the issuance of the general approval in order to renew the approval in its existing form. In the event that there have been changes in the operations of the recycling center or where changes are planned, the application for renewal of a general approval shall be accompanied by a written request to modify the general approval in accordance with N.J.A.C. 7:26A-3.10 [N.J.A.C. 7:26A-3.6(b)]
5. In a case where the holder of this general approval does not comply with N.J.A.C. 7:26A-3.6(a) and (b) and continues to operate without renewal of the general approval, the Department may take enforcement action including the assessment of penalties under N.J.S.A. 13:1E-9; require the holder of this general approval to file an application as a new applicant for a general approval in accordance with N.J.A.C. 7:26A-3.2 and pay the application fee as per N.J.A.C. 7:26A-2; and/or take any other appropriate actions [N.J.A.C. 7:26A-3.6(c)]
6. All persons granted a renewal pursuant to N.J.A.C. 7:26A-3.6(d) shall continue to pay the annual fee as specified in N.J.A.C. 7:26A-2 [N.J.A.C. 7:26A-3.6(h)]
7. The holder of this general approval shall obtain prior approval from the Department for any modification of the general approval [N.J.A.C. 7:26A-3.10(a)]
8. Any change affecting the conditions of this general approval requires the prior approval of the Department [N.J.A.C. 7:26A-3.10(b)1]
9. Any change to the information submitted pursuant to N.J.A.C. 7:26A-3.2(a), 3.4, 3.8, 3.18, 3.19 or 3.20 requires the prior approval of the Department, except that changes in end-market information submitted pursuant to N.J.A.C. 7:26A-3.2(a) 7 shall not require the prior approval of the Department but shall be handled in accordance with N.J.A.C. 7:26A-3.10(f). [N.J.A.C. 7:26A-3.10(b)2]



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10. The holder of this general approval shall notify the Department in writing of the intended modification and shall update the information submitted pursuant to N.J.A.C. 7:26A-3.2(a), 3.4, 3.8, 3.18, 3.19 or 3.20. The holder of this general approval shall also provide written notice to the solid waste or recycling coordinator of the applicable county of any request to modify a general approval. [N.J.A.C. 7:26A-3.10(c)]
11. The holder of this general approval shall not institute the modification until it receives written approval from the Department [N.J.A.C. 7:26A-3.10(e)]
12. Within one week of any change to the end-market information submitted to the Department pursuant to N.J.A.C. 7:26A-3.2(a)7, the holder of this general approval shall submit to the Department a written notification which details any change in the use of the recyclable material transferred from the recycling center to an end-market or in the end-market location to which the recyclable material is transferred. The written notification shall be sent to: New Jersey Department of Environmental Protection, Solid and Hazardous Waste Management Program, P.O. Box 414, Trenton, New Jersey 08625-0414. [N.J.A.C. 7:26A-3.10(f)]
13. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of N.J.S.A. 13:1E-1 et seq., the New Jersey Statewide Mandatory Source Separation and Recycling Act, or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 13:1E-1 et seq. and the New Jersey Statewide Mandatory Source Separation and Recycling Act [N.J.A.C. 7:26A-3.13(a)1]
14. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any solid waste utility law at N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq., or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq [N.J.A.C. 7:26A-3.13(a)2]
15. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of any laws related to pollution of the waters, air or land surfaces of the State or of any other State or Federal environmental laws including criminal laws related to environmental protection [N.J.A.C. 7:26A-3.13(a)3]
16. The Department may revoke this general approval upon a determination that the holder of the general approval has refused or failed to comply with any lawful order of the Department [N.J.A.C. 7:26A-3.13(a)4]
17. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to comply with any of the conditions of this general approval issued by the Department [N.J.A.C. 7:26A-3.13(a)5]
18. The Department may revoke this general approval upon a determination that the holder of the general approval has transferred a general approval to a new owner or operator pursuant to N.J.A.C. 7:26A-3.15 without the prior approval of the Department [N.J.A.C. 7:26A-3.13(a)6]
19. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to obtain any required permit or approval from the Department or other State or Federal agency [N.J.A.C. 7:26A-3.13(a)7]
20. The Department may revoke this general approval upon a determination that the holder of the general approval has committed any of the acts which are criteria for denial of a general approval set forth in N.J.A.C. 7:26A-3.11 [N.J.A.C. 7:26A-3.13(a)8]



**GLOUCESTER TWP MUA COMPOST**  
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21. This general approval shall not be transferred to a new owner or operator without the Department's prior approval [N.J.A.C. 7:26A-3.15(a)]
22. A written request for permission to allow a transfer of this general approval must be received by the Department at least 60 days in advance of the proposed transfer of ownership or operational control of the recycling center. The request for approval shall include the following: the name, address and social security number of all prospective new owners or operators; a written certification by the proposed transferee that the terms and conditions contained in the general approval will be met by the proposed transferee; and a written agreement between the current owner or operator of the recycling center and the proposed new owner or operator containing a specific future date for transfer of ownership or operational control [N.J.A.C. 7:26A-3.15(a)1]
23. A new owner or operator may commence operations at the recycling center only after the existing approval has been revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5 [N.J.A.C. 7:26A-3.15(a)2]
24. The holder of this general approval remains liable for ensuring compliance with all conditions of the approval unless and until the existing approval is revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5 [N.J.A.C. 7:26A-3.15(a)3]
25. Compliance with the transfer requirements set forth at N.J.A.C. 7:26A-3.15 shall not relieve the holder of this general approval from the separate responsibility of providing notice of such transfer pursuant to the requirements of any other statutory or regulatory provision [N.J.A.C. 7:26A-3.15(a)4]
26. The transfer of a controlling interest in the stock or assets of the recycling center that is the subject of this general approval shall constitute a transfer of this general approval [N.J.A.C. 7:26A-3.15(b)]
27. The holder of this general approval shall maintain a daily record of the amounts of each recyclable material by type and municipality of origin which are received, stored, processed or transferred each day, expressed in tons, cubic yards, cubic feet or gallons. Those operators specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons [N.J.A.C. 7:26A-3.17(a)1]
28. The holder of this general approval shall maintain a daily record of the name, address and telephone number of the end-markets for all recyclable materials transported from the recycling center, including the amounts, in tons, cubic yards, cubic feet or gallons, transported to each end-market. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons [N.J.A.C. 7:26A-3.17(a)2]
29. The holder of this general approval shall maintain a daily record of the amount of residue disposed of, expressed in tons, cubic yards, cubic feet or gallons, including the name and New Jersey Department of Environmental Protection solid waste registration number of the solid waste collector/hauler contracted to provide the haulage/disposal service. Those persons specifying the amount of residue in cubic yards shall also indicate the conversion ratio of the residue from cubic yards to tons. [N.J.A.C. 7:26A-3.17(a)3]
30. The holder of this general approval shall retain all Recyclable Material Receipt Forms required pursuant to N.J.A.C. 7:26A-3.2(a)16iii for three calendar years following the calendar year for which an annual report is required pursuant to N.J.A.C. 7:26A-3.17(c) [N.J.A.C. 7:26A-3.17(b)]



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31. The holder of this general approval shall submit an annual report containing monthly summary statements of the information required pursuant to N.J.A.C. 7:26A-3.17(a) to the New Jersey Department of Environmental Protection, Solid and Hazardous Waste Management Program, on or before March 1 of each year, for the previous calendar year. The summaries shall include the following: monthly totals of the amount of recyclable material received from each customer by municipality of origin; monthly totals of the amount of recyclable product transferred to each end-market; and the amount of residue disposed of during each month. [N.J.A.C. 7:26A-3.17(c)]
32. The holder of this general approval shall certify in writing to the Department that all residue generated at the recycling center has been disposed of in accordance with the solid waste management rules at N.J.A.C. 7:26. The certification shall be submitted annually as part of the annual report [N.J.A.C. 7:26A-3.17(e)]
33. All information submitted to the Department pursuant N.J.A.C. 7:26A shall be handled in accordance with the requirements of the Public Records law, N.J.S.A. 47:1-1 et seq. The Department will hold confidential all end-market information, as well as information pertaining to the municipality of origin of recyclable material, submitted pursuant to N.J.A.C. 7:26A-3.2, 3.7, and 3.17 through 3.20 for a period of two years from the date on which the information is submitted to the Department, where specified as confidential by the applicant and where there are no health, safety or environmental concerns which require the release of the information, as determined by the Department. [N.J.A.C. 7:26A-3.17(f)]
34. The holder of this general approval shall provide a recycling tonnage report by March 1 of each year to all municipalities from which recyclable material is received in the previous calendar year. The report shall detail the amount of each source separated recyclable material, expressed in tons or cubic yards, brought to the recycling center, as well as the date on which the recyclable materials were delivered to the recycling center. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A-4.4(a)]
35. The recycling center shall not commence operations unless and until it is included in the applicable district solid waste management plan [N.J.A.C. 7:26A-4.2]
36. The construction of the recycling center that is the subject of this general approval shall be in conformance with the New Jersey Uniform Construction Code, N.J.S.A. 52:27D-119 et seq., and the rules promulgated pursuant thereto [N.J.A.C. 7:26A-4.1(b)]
37. The New Jersey Department of Environmental Protection or an authorized representative acting pursuant to the County Environmental Health Act, N.J.S.A. 26:3A2-1 et seq. shall have the right to enter and inspect any building or other portion of the recycling center at any time in order to determine compliance with the provisions of all applicable laws or rules and regulations adopted pursuant thereto. This right to inspect includes, but is not limited to: sampling any materials on site; photographing any portion of the recycling center; investigating an actual or suspected source of pollution of the environment; and, ascertaining compliance or non-compliance with the statutes, rules or regulations of the Department, including conditions of the recycling center approval issued by the Department. [N.J.A.C. 7:26A-1.7(a)]
38. The right of entry specified at N.J.A.C. 7:26A-1.7(a) shall be limited to normal operating hours for the purpose of reviewing and copying all applicable records, which shall be made available to the Department during an inspection and submitted to the Department upon request. [N.J.A.C. 7:26A-1.7(b)]



**GLOUCESTER TWP MUA COMPOST**  
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39. The facility shall comply with the general operating requirements for all Recycling Centers as provided at N.J.A.C. 7:26A-4.1 [N.J.A.C. 7:26A-4]
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**Subject Item: RCCG832948 - Class C General Conditions**

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40. The following organic materials may be received, processed and/or transferred at this recycling center as authorized in this general approval: Leaves and Grass Clippings. [N.J.A.C. 7:26A-3.5(e)1]
41. The listed recyclable materials may not be received in a commingled manner. [N.J.A.C. 7:26A-3.5(e)3]
42. The maximum amount of contaminants allowed in each load of recyclable materials shall be limited to 1% by volume. The term contaminants in this document shall mean any material that is not specifically approved for receipt and processing [N.J.A.C. 7:26A-3.5(e)3]
43. One complete set of the general approval application documents, this general approval, and all records, reports and plans as may be required pursuant to this approval shall be kept on file at the recycling center and shall be available for inspection by authorized representatives of the Department or delegated agents upon presentation of credentials [N.J.A.C. 7:26A-3.5(e)3]
44. All recycling center operations shall be limited to the following schedule: Monday through Friday 7:30 a.m. to 5:00 p.m. and Saturdays 9 am to 1 pm during November and December; Monday through Friday 7:30 a.m. to 4:30 p.m. January through October. [N.J.A.C. 7:26A- 3.5(e)3]
45. Material deliveries to the recycling center shall be scheduled in such a manner as to minimize truck queuing on the recycling center property. Under no circumstances shall delivery trucks be allowed to back-up or queue onto public roads [N.J.A.C. 7:26A-3.5(e)3]
46. The recycling center may receive no more than 170 trucks per day. No more than 3,400 cubic yards of leaves and grass clippings shall be accepted per day. [N.J.A.C. 7:26A-3.5(e)3]
47. The following equipment or equivalent shall be available for site operations and shall be maintained in operable condition:
- Backhus 17.60 Windrow Turner  
Case 821B Wheel Loader  
Volvo Wheel Loader  
Bivi-Tec Screener KRL/ED 1900 x 7  
Bivi-Tek Screener Model E96-3999  
Sterling & Peterbilt 30 yd Dump Trucks. [N.J.A.C. 7:26A- 3.5(e)3]
48. Requisite recycling center operations shall not be delayed or neglected for lack of required equipment or for equipment down time [N.J.A.C. 7:26A-3.5(e)3]
49. Initial soil modification and grading performed shall be in accordance with the approved Soil Erosion and Sediment Control Plan. Once original grading is complete, the composting area, related material staging/mixing areas and access road(s) shall be maintained for the life of the recycling center in a manner that prevents the accumulation or ponding of surface water [N.J.A.C. 7:26A-3.5(e)3]



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**Subject Item: RCCG832948 - Class C General Conditions**

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50. Materials staging, inspection and processing shall be conducted only in areas designated for such staging, inspection and processing shown on the approved site plans. Each load shall be inspected in accordance with the inspection plan provided in the Operational Process Narrative. This plan specifies that all contaminants shall be removed and placed in roll-off containers at the recycling center for eventual removal off site for disposal. After the inspection of the incoming material, windrow formation, grass receipt and mixing and mixed windrow formation must adhere to the following:  
(1) Leaves shall be directed to the various windrow areas and unloaded directly into windrows.  
(2) Grass clippings shall be directed to Areas 4 & 7 (as identified on the approved site plan) designated for grass clipping receipt and mixing for mixing with semi-decomposed leaves. [N.J.A.C. 7:26A-3.5(e)3]
51. Residue, being the material that evolves from the processing of source separated recyclable material and is subsequently subject to disposal, inclusive of contaminants, shall not exceed 1% by volume of the total volume of recyclable material accepted during the year the material containing that residue was received [N.J.A.C. 7:26A-3.5(e)3]
52. Methods of effectively controlling dust shall be implemented at the recycling center in order to prevent off-site migration [N.J.A.C. 7:26A-3.5(e)3]
53. Horizontal control points for all operational areas shall be established and maintained on site. Permanent horizontal limitation markers shall be set at the corners of the operational areas as depicted on the approved site plan. [N.J.A.C. 7:26A-3.5(e)3]

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**Subject Item: RCCG832949 - General Yard Waste Conditions**

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54. A fire control plan for the recycling center shall be filed with and approved by the local fire official or other person of competent jurisdiction and shall be filed with the local municipal code enforcement officer prior to operating the recycling center [N.J.A.C. 7:26A-3.8(c)]
55. Operation of the recycling center shall be under the supervision and control of a properly trained individual during all hours of operation, and access to the recycling center shall be prohibited when the recycling center is closed [N.J.A.C. 7:26A-4.5(a)3]
56. Class C recyclable materials shall be received only during times when the recycling center operator or owner is present. [N.J.A.C. 7:26A-4.5(a)4]
57. All Class C recyclable materials delivered to the recycling center for processing shall be removed from bags, boxes or similar containers prior to any processing steps except that Class C recyclable materials in paper or biodegradable plastic bags need not be removed from such bags if the processing equipment provides for a shredding or cutting action. All discarded bags, boxes and similar containers shall be placed in a suitable refuse receptacle in the staging area of the recycling center for removal to an off-site disposal facility in accordance N.J.A.C. 7:26-6. [N.J.A.C. 7:26A-4.5(a)5]
58. If the incoming material contains grass, it shall be accepted only in areas of the site that are at least 1,000 feet from any areas of human use or occupancy, and processing of such material shall begin on the same day of receipt. [N.J.A.C. 7:26A-4.5(a)6, 7]
59. An update to the final closure plan as needed shall be submitted to the Department in writing at least 180 days prior to the proposed closure date for the recycling center. [N.J.A.C. 7:26A-4.5(a)13]
60. The recycling center shall notify the Department in writing at least 60 days prior to the proposed closure date for the recycling center [N.J.A.C. 7:26A-4.5(a)9]



**GLOUCESTER TWP MUA COMPOST**  
132029 CCG120002 Class C Recycling Ctr Approval -Renewal  
Requirements Report

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**Subject Item: RCCG832949 - General Yard Waste Conditions**

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61. The recycling center shall publish a notice of closure in a newspaper of general circulation in the district where the recycling center is located and in districts or communities sending at least 25 percent of their yard trimmings to the recycling center. Such notice shall be published at least 30 days prior to closure. [N.J.A.C. 7:26A-4.5(a)10]
62. Within 30 days of ceasing operation, all residuals, unprocessed Class C recyclable materials and recyclables shall be removed from the site and recycled or disposed as appropriate and the recycling center shall arrange for a final cleaning of any containers, equipment, machines, floors and recycling center surfaces in which Class C recyclable materials or residue was processed or stored. [N.J.A.C. 7:26A-4.5(a)11]
63. The Department shall determine that a recycling center is considered closed when all the requirements of the closure plan have been met [N.J.A.C. 7:26A-4.5(a)12]

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**Subject Item: RCCG832950 - Yard Compost Conditions**

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64. Within one year of the start up of the recycling center, the recycling center operator shall attend a composting course sponsored by the Rutgers Cooperative Extension, the appropriate county agricultural or resource management agents or any other similar course recognized by the Department. Any operator hired subsequent to startup shall attend a course within one year of being hired. [N.J.A.C. 7:26A-4.5(a)14i]
65. Prior to windrow formation, dry yard trimmings shall be moistened to saturation without producing excessive runoff. [N.J.A.C. 7:26A-4.5(a)14iii]
66. To facilitate drainage and to reduce surface water ponding, each windrow shall be constructed and positioned in such a manner that it is perpendicular to the contours of the ground surface. [N.J.A.C. 7:26A-4.5(a)14iv]
67. A windsock shall be installed at the recycling center in order to indicate wind direction so that the recycling center operator may determine appropriate times for windrow turning operations. [N.J.A.C. 7:26A-4.5(a)14v]
68. The recycling center shall follow the approved method of windrow composting defined in this general approval. [N.J.A.C. 7:26A-4.5(a)14vi]
69. Finished compost shall be tested once each year, at a minimum, in accordance with the monitoring and sampling plan established in this general approval. Results of all laboratory analysis for each parameter specified shall be recorded and maintained at the recycling center. [N.J.A.C. 7:26A-4.5(a)14viii]
70. Samples of the finished compost produced at the recycling center shall be analyzed each year for stability or maturity and pH, and once every five years for the following heavy metals on a dry weight basis: arsenic, cadmium, chromium, copper, lead, mercury, molybdenum, nickel, selenium and zinc. The five year cycle shall commence with the first samples being analyzed following issuance of this approval then every fifth year thereafter. Results of all laboratory analysis for each parameter specified shall be recorded and maintained at the recycling center. [N.J.A.C. 7:26A-4.5(a)14viii, N.J.A.C. 7:26A-3.5(e)3]
71. The laboratory used to perform the analysis of the finished compost product shall be certified in accordance with N.J.A.C. 7:18 for the equipment and testing procedures required. [N.J.A.C. 7:26A-4.5(a)14ix]



**GLOUCESTER TWP MUA COMPOST**  
132029 CCG120002 Class C Recycling Ctr Approval -Renewal  
Requirements Report

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**Subject Item: RCCG832950 - Yard Compost Conditions**

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72. In addition to the record-keeping requirements of N.J.A.C. 7:26A-3.17, the holder of this general approval shall maintain a recycling center daily operations journal and shall include at a minimum the following:
- i. Date of Journal Entry;
  - ii. Name of the Recycling Center;
  - iii. Name of Operator;
  - iv. Name and title of the person responsible for journal entry;
  - v. Prevailing wind direction for the day;
  - vi. Description of any regrading activities conducted that day;
  - vii. Sketch of site including all windrows and identification of any piles including staging piles, curing piles and finished compost piles;
  - viii. Identification of windrows tested for temperature and/or oxygen that day and results of the tests;
  - ix. Identification of windrows into which grass clippings were mixed that day;
  - x. Identification of any new windrows constructed that day;
  - xi. Identification of windrows that have been turned that day;
  - xii. Recording of the beginning and ending hours of windrow turning equipment as indicated on turning equipment hour meter for that day of usage. If the equipment hour meter is not working the information shall be noted in the daily journal. A letter or e-mail shall be sent immediately to the Department's Bureau of Solid Waste Compliance and Enforcement informing about the break down of the equipment hour meter and time frame to fix it;
  - xiii. The quantity and sources of Class C Recyclable Materials received expressed as cubic yards;
  - xiv. The quantity of disposed residue and sites to where the residue was shipped;
  - xv. Quantity of finished product shipped off-site; and
  - xvi. Results of compost analysis and name of certified laboratory that conducted analysis if received that day along with the compost test report laboratory reference number.
- The journals shall be maintained on-site for a period of 5 years and made available on-site to the Department's personnel and forwarded upon request. [N.J.A.C. 7:26A- 4.5(a)14xi, N.J.A.C. 7:26A-3 .5(e)3]
73. Compost given away or offered for sale by the recycling center must contain a label describing the recommended safe uses and application rates, and restrictions, if any, on use of the product. If compost is offered for bulk sale, signs or printed literature containing the above information shall be available on the bill of lading to the purchaser or persons receiving the compost. [N.J.A.C. 7:26A-4.5(b)1]
74. Compost given away or offered for sale shall satisfy the requirements established at 40 C.F.R. 503.13(b)(3). [N.J.A.C. 7:26A-4.5(b)2i]
75. Windrow construction and reconstruction shall be conducted within the confines of the designated areas identified on the approved site plans. Expansion of such activities beyond the designated areas shall require the approval of the Department. The total length of all windrows at the site at any given time shall not exceed 21, 000 linear feet (88, 000 cubic yards) approximately. [N.J.A.C. 7:26A-3.5(e)3]
76. Within three calendar days of receipt leaves shall be placed in windrows. Windrows shall be constructed (and reconstructed if necessary after turning) to a maximum height of 8.5 feet with a corresponding base not to exceed a maximum of 20 feet in width. A minimum of one foot (1 ft) of space between toes within twin windrows shall be provided. [N.J.A.C. 7:26A-4.5(a)7, 14vi]
77. Leaf windrows shall be turned with the Backhus 17.60 Windrow Turner. [N.J.A.C. 7:26A-4.5(a)14]



**GLOUCESTER TWP MUA COMPOST**  
132029 CCG120002 Class C Recycling Ctr Approval -Renewal  
Requirements Report

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**Subject Item: RCCG832950 - Yard Compost Conditions**

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78. Ample working space shall be maintained between windrows for turning purposes. A minimum separation of 10 feet working distance measured from the twin windrow pile base to the next adjacent windrow pile's base shall be provided to permit movement of turning equipment. [N.J.A.C. 7:26A-4.5(a)14vi]
79. After initial formation, windrows shall be turned and reconstructed a minimum of once per week for the first month. After the first month, the holder shall measure core temperature at approximately 250 foot intervals along each windrow every week and record the temperature in the daily operations journal. No temperature measurements shall be taken within 20 feet from the ends of the windrow pile. If a temperature reading exceeds 140 degrees F, the windrow shall be turned by the end of the next business day.
- If grass clippings are mixed into a windrow, for the first 30 days after grass clippings are mixed in the windrow the holder shall measure core temperature and oxygen levels at approximately 250 foot intervals along the windrow every other day and record the temperature and oxygen level in the daily operations journal. Temperature and oxygen readings shall be collected from approximately the same locations. No temperature or oxygen measurements shall be taken within 20 feet from the ends of the windrow pile. At the end of the 30-day schedule further turning shall be based on weekly monitoring of only temperature not exceeding 140 degrees F.
- If a temperature reading exceeds 140 degrees F or oxygen reading drops below 5% the windrow(s) shall be turned by the end of the next business day. [N.J.A.C. 7:26A- 4.5(a)14vi(3), N.J.A.C. 7:26A-3 .5(e)3]
80. Grass clippings shall be mixed with partially decomposed leaves within the same day of receipt. Mixing shall occur at a ratio of one (1) part of grass clippings to not less than three (3) part of partially decomposed leaves. The mixture shall be formed into windrows (hereinafter called Mixed Windrows). [N.J.A.C. 7:26A-4.5(a)7]
81. Leaves may be used a maximum of two (2) times for mixing with grass clippings. The second mixing or application of grass clippings with semi-decomposed leaves shall occur no sooner than one month after the initial mixing. [N.J.A.C. 7:26A-4.5(a)14]
82. Mixed Windrows shall be constructed to a maximum height of eight and a half (8.5) feet with a corresponding base not to exceed a maximum of twenty (20) feet in width. [N.J.A.C. 7:26A-4.5(a)14]
83. Mixed Windrows shall be turned with the Backhus 17.60 indrow turner or the equivalent. Prior to windrow turning, the height of a windrow should not exceed eight and a half (8.5) feet. [N.J.A.C. 7:26A-4.5(a)14]
84. Ample working space shall be maintained between Mixed Windrows for turning purposes. A minimum separation of ten (10) feet working distance measured from the twin pile base to the next adjacent twin pile's base shall be provided to permit movement of turning equipment. [N.J.A.C. 7:26A-4.5(a)14]
85. When the holder of this general approval determines that material in windrows has reached steady state conditions based on results of temperature and oxygen monitoring, the material from the windrows may be formed into curing pile in the unscreened material storage area with a maximum pile height of twenty-two (22) feet and maximum volumetric capacity not to exceed 40,000 cubic yards as indicated on the approved Site Plan. [N.J.A.C. 7:26A- 4.5(a)14]



**GLOUCESTER TWP MUA COMPOST**  
132029 CCG120002 Class C Recycling Ctr Approval -Renewal  
Requirements Report

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**Subject Item: RCCG832950 - Yard Compost Conditions**

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86. For screening of the stabilized compost, the Bivi-Tek Screener Model E96-3999 and/or KRL/ED 1900 x 7 Bivi-Tec Screener shall be available at the site. The material that is separated from the screener as overs is considered residue. [N.J.A.C. 7:26A-3.5(e)3]
87. Finished compost may be stockpiled only in those locations identified on the approved site plan. The height of the finished compost pile shall not exceed 22 feet and the volumetric capacity shall not exceed 21,500 cubic yards. [N.J.A.C. 7:26A-3.5(e)3]
88. A minimum one sample of compost product of sufficient size and of equal proportion shall be collected for every 1,000 cubic yards of compost product generated. [N.J.A.C. 7:26A-4.5(a)14]
89. A maximum of 10 samples of compost product may be composited into a representative sample. [N.J.A.C. 7:26A-4.5(a)14]
90. Each composite sample shall be placed in a non-metallic container and thoroughly mixed. [N.J.A.C. 7:26A-4.5(a)14]
91. A minimum of two subsamples of sufficient size and of equal proportion shall be extracted from each composite sample and placed in clean plastic containers. The containers shall then be sealed. One subsample shall be sent to a laboratory for analyses. The second subsample shall be retained at the site so that the Department may conduct follow-up analyses when necessary. The subsample retained shall be clearly marked for identification and stored at the site using proper preservation techniques for a period of 180 days from the date the composite sample is transferred to the laboratory for analyses. [N.J.A.C. 7:26A-4.5(a)14]
92. A copy of the analytical results shall be submitted to the following address within ten (10) days of receipt by the holder of the laboratory results: New Jersey Department of Environmental Protection, Solid and Hazardous Waste Management Program, P.O. Box 414, Trenton, New Jersey 08625-0414. [N.J.A.C. 7:26A-4.5(a)14]
93. Compost stockpiles shall remain on site until the associated analytical results are received by the recycling center and a determination is made whether the finished product meets the required criteria set forth at 40 C.F.R. 503.13(b)(3). [N.J.A.C. 7:26A-3.5(e)]
94. Material sampling methods, sample preservation requirements, sample handling times and decontamination procedures for field equipment shall conform to applicable industry methods as specified in the NJDEP Field Sampling Procedures Manual. [N.J.A.C. 7:26A-4.5(a)14]
95. The holder of this general approval shall inspect the site weekly for ponded water and rut formation and record the findings in the recycling center operations journal. [N.J.A.C. 7:26A-3.5(e)3]
96. The holder of this general approval shall inspect the site periphery weekly for discharge of leachate and record the findings in the recycling center operations journal. [N.J.A.C. 7:26A-3.5(e)3]
97. The holder of this general approval shall inspect the surrounding area weekly in the vicinity of the recycling center, to detect odors emanating from the operation and record the findings in the recycling center operations journal. The Department may revert to daily inspections (Monday through Saturday) provided odor complaints have been registered with State, county, or local health/environmental agencies and provided that official notification has been made to the holder of this general approval. [N.J.A.C. 7:26A-3.5(e)3]



**RESOLUTION**  
**GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**  
**RESOLUTION APPOINTING PUBLIC AGENCY COMPLIANCE OFFICER**

**R-01-17-143**

**WHEREAS**, the Gloucester Township Municipal Utilities Authority ("GTMUA/Authority") is a public body and therefore is required to comply with N.J.A.C. 17:27-3.2 which requires that each public agency annually designate an individual to serve as its Public Agency Compliance Officer; and

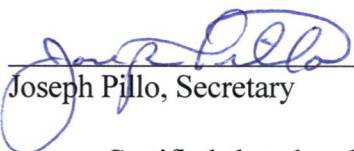
**WHEREAS**, the Authority's Board of Commissioners have recommended that Raymond J. Carr, Executive Director, be appointed as the Public Agency Compliance Officer for the GTMUA for calendar year 2017.

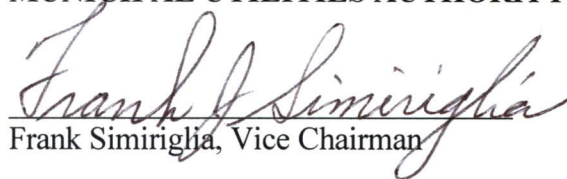
**NOW, THEREFORE, BE IT RESOLVED** by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority as follows:

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Chairman and Board members hereby appoint Raymond J. Carr, Executive Director, as Public Agency Compliance Officer for the Gloucester Township Municipal Utilities Authority.

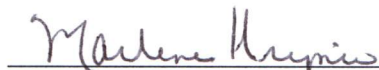
**ATTEST:**

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

  
\_\_\_\_\_  
Joseph Pillo, Secretary

  
\_\_\_\_\_  
Frank Simiriglia, Vice Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of January 19, 2017.

  
\_\_\_\_\_  
Marlene Hrynio, Administrative Secretary  
Dated: January 19, 2017

STATE OF NEW JERSEY  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE & PROPERTY  
CONTRACT COMPLIANCE AUDIT UNIT  
EEO MONITORING PROGRAM

Print Form

Submit by Email

## Designation Of Public Agency Compliance Officer (P.A.C.O)

The designated Public Agency Compliance Officer (P.A.C.O.) is:

Public Agency: Gloucester Township MUA

Telephone: (856) 227-8666

Name: Raymond J. Carr

Fax: (856) 227-2869

Title: Executive Director

Email: rcarr@gtmua.com

Business Address: P.O. Box 216

Glendora, NJ 08029

Current Highest Elected or Appointed Official:

☐ No Person currently serving as the P.A.C.O.

☒ The P.A.C.O will be appointed at the next Board/Council meeting. A copy of the resolution designating the appointee will be sent to the Division of Purchase & Property, Contract Compliance Audit Unit, EEO Monitoring Program. **R-01-17-143 - Attached**

☐ Additional technical assistance is required.

Public Agency Official Signature: \_\_\_\_\_

Please mail or fax form to:





## State of New Jersey

**CHRIS CHRISTIE**  
*Governor*  
**KIM GUADAGNO**  
*Lt. Governor*

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
CONTRACT COMPLIANCE & AUDIT UNIT  
EEO MONITORING PROGRAM  
P.O. BOX 236  
TRENTON, NJ 08625-0236  
TELEPHONE (609) 292-5473/TELEFAX (609) 292-5899  
CCAU@treas.state.nj.gov

**Ford M. Scudder**  
*State Treasurer*

December 6, 2016

Dear Public Agency/Business Administrator,

This is a reminder that every public agency is required by law to designate a Public Agency Compliance Officer (P.A.C.O.) and **must return the enclosed completed form no later than January 10<sup>th</sup> of each year** in accordance with N.J.A.C. 17:27-3.2.

The individual designated to serve as the Public Agency Compliance Officer will be the point of contact for all matters concerning implementation and administration of the legal requirements of the Equal Employment Opportunity Monitoring Program. The P.A.C.O. is also responsible for administering contracting procedures pertaining to equal employment regarding both the Public Agency and its service providers. The P.A.C.O. must have the authority to recommend changes to effectively support the implementation of the statute and regulations.

Each year, all Public Agencies are required to submit the name, title, address, telephone, fax, and email address of the P.A.C.O. designated by the Public Agency to the Division of Purchase and Property, Contract Compliance and Audit Unit, EEO Monitoring Program. Also, if there are any changes to the designated P.A.C.O. during the year, the Public Agency must provide an updated P.A.C.O. form.

If the public agency fails to submit the required information to the Division by January 10<sup>th</sup> of each year, the Division may refer the public agency to the Attorney General's Office for further action pursuant to N.J.S.A. 10:5-36.

As a one-time courtesy, we have enclosed the Designation of Public Agency Compliance Officer (P.A.C.O.) form that is to be completed and submitted via email to **CCAU@treas.state.nj.gov** or mailed to the address above. For future reference, the form is available at:  
[http://www.state.nj.us/treasury/contract\\_compliance/forms.shtml](http://www.state.nj.us/treasury/contract_compliance/forms.shtml).

If you have any questions, please feel free to contact us at (609) 292-5473.

Thank you.

**RESOLUTION  
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY  
RESOLUTION GRANTING AUTHORIZATION TO DISCHARGE AMOUNTS DUE AND  
OWED UPON RECEIPT OF BANKRUPTCY FILING**

**R-01-17-144**

**WHEREAS**, the Gloucester Township Municipal Utilities Authority (“GTMUA” and/or “Authority”) has both residential and commercial ratepayers with outstanding amounts due and owed to the Authority for nonpayment of bills for sewer use charges and/or connection fees; and

**WHEREAS**, from time to time, the Authority receives notices that certain ratepayers with outstanding amounts due and owed have successfully and properly discharged their sewer use charges and connection fees/debts through the filing of proper bankruptcy procedures; and

**WHEREAS**, the Authority has received notices that the following ratepayers have discharged their outstanding debts to the Authority through the proper bankruptcy procedures:

**\*Account #40610-0**

**\*Account #190295-0**

**WHEREAS**, under United States Federal Bankruptcy Laws, such amounts due and owed prior to the filing of the bankruptcy petition are discharged and as such, may no longer be collected by the Authority; and

**WHEREAS**, the Authority desires to discharge such amounts due and owed and desire to clarify its record keeping and account receivables; and

**WHEREAS**, under United States Federal Bankruptcy Laws, any and all amounts due and owed which occur following the filing of the initial bankruptcy petition remain due and owed to the Authority, notwithstanding the Order of Discharge; and



**WHEREAS**, the Authority is entitled, as a matter of law, to collect sewer use charges or connection fees due and owed which occur following the filing of the bankruptcy petition.

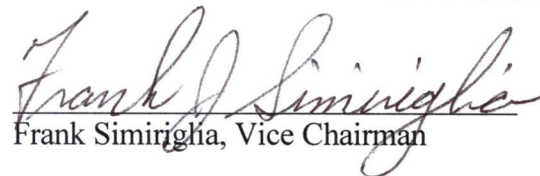
**NOW, THEREFORE, BE IT RESOLVED** by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority, as follows:

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Executive Director, or his designee, and the Authority's Administrative Secretary are hereby authorized to discharge and purge from the GTMUA's records and account receivable books/ledgers, any and all amounts due and owed which have been incurred prior to the date of the ratepayers' bankruptcy filings, while maintaining and collecting amounts due and owed which occur subsequent to the ratepayers' filing of a bankruptcy petition

**ATTEST:**

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

  
Joseph Pillo, Secretary

  
Frank Simirighia, Vice Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of January 19, 2017.

  
Marlene Hrynio, Administrative Secretary

Dated: January 19, 2017

# United States Bankruptcy Court

Middle District of Florida

Case No. 9:16-bk-07913-FMD

Chapter 7

In re: Debtor(s) (name(s) used by the debtor(s) in the last 8 years, including married, maiden, trade, and address):

Perry Paul Grassel  
1503 East 5th Street  
Lehigh Acres, FL 33972

Social Security No.:

xxx-xx-0568

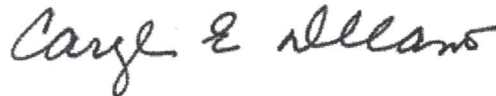
Employer's Tax I.D. No.:

## DISCHARGE OF DEBTOR

It appearing that the debtor is entitled to a discharge,

### IT IS ORDERED:

The debtor is granted a discharge under section 727 of title 11, United States Code, (the Bankruptcy Code).



Dated: December 21, 2016

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Caryl E. Delano  
United States Bankruptcy Judge

**SEE THE BACK OF THIS ORDER FOR IMPORTANT INFORMATION.**



**Information to identify the case:**

Debtor 1 Barri A. Saltiel  
First Name Middle Name Last Name

Debtor 2  
(Spouse, if filing) First Name Middle Name Last Name

Social Security number or ITIN **xxx-xx-4464**

EIN --

Social Security number or ITIN

EIN --

United States Bankruptcy Court District of New Jersey

Case number: 15-27461-ABA

**Order of Discharge**

# 190295-0

12/15

**IT IS ORDERED:** A discharge under 11 U.S.C. § 1328(a) is granted to:

Barri A. Saltiel  
aka Barri Bird, aka Barri Capozzoli, aka Barri Kuhlwind,  
aka Barri Carter

12/15/16

By the court: Andrew B. Altenburg Jr.  
United States Bankruptcy Judge

**Explanation of Bankruptcy Discharge in a Chapter 13 Case**

This order does not close or dismiss the case.

**Creditors cannot collect discharged debts**

This order means that no one may make any attempt to collect a discharged debt from the debtors personally. For example, creditors cannot sue, garnish wages, assert a deficiency, or otherwise try to collect from the debtors personally on discharged debts. Creditors cannot contact the debtors by mail, phone, or otherwise in any attempt to collect the debt personally. Creditors who violate this order can be required to pay debtors damages and attorney's fees.

However, a creditor with a lien may enforce a claim against the debtors' property subject to that lien unless the lien was avoided or eliminated. For example, a creditor may have the right to foreclose a home mortgage or repossess an automobile.

This order does not prevent debtors from paying any debt voluntarily. 11 U.S.C. § 524(f).

**Most debts are discharged**

Most debts are covered by the discharge, but not all. Generally, a discharge removes the debtors' personal liability for debts provided for by the chapter 13 plan.

In a case involving community property: Special rules protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.

**Some debts are not discharged**

Examples of debts that are not discharged are:

- ♦ debts that are domestic support obligations;
- ♦ debts for most student loans;
- ♦ debts for certain types of taxes specified in 11 U.S.C. §§ 507(a)(8)(C), 523(a)(1)(B), or 523(a)(1)(C) to the extent not paid in full under the plan;

For more information, see page 2

# 2018 ADOPTED BUDGET RESOLUTION

## GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

(Name)

**FISCAL YEAR: FROM: March 1, 2017 TO: February 28, 2018**

WHEREAS, the Annual Budget and Capital Budget/Program for the Gloucester Township Municipal Utilities Authority for the fiscal year beginning March 1, 2017, and ending, February 28, 2018 has been presented for adoption before the governing body of the Gloucester Township Municipal Utilities Authority at its open public meeting of January 19, 2017; and

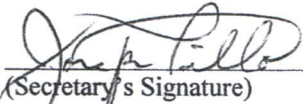
WHEREAS, the Annual Budget and Capital Budget as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services; and

WHEREAS, the Annual Budget as presented for adoption reflects Total Revenues of \$7,494,831.00, Total Appropriations, including any Accumulated Deficit, if any, of \$7,754,831.00 and Total Unrestricted Net Position utilized of \$260,000.00; and

WHEREAS, the Capital Budget as presented for adoption reflects Total Capital Appropriations of \$1,938,000.00 and Total Unrestricted Net Position planned to be utilized of \$903,000.00; Debt Authorized totaling \$500,000.00, funding from a Township of Gloucester contribution totaling \$535,000.00 and

NOW, THEREFORE BE IT RESOLVED, by the governing body of Gloucester Township Municipal Utilities Authority, at an open public meeting held on January 19, 2017 that the Annual Budget and Capital Budget/Program of the Gloucester Township Municipal Utilities Authority for the fiscal year beginning, March 1, 2017 and, ending, February 28, 2018 is hereby adopted and shall constitute appropriations for the purposes stated; and

BE IT FURTHER RESOLVED, that the Annual Budget and Capital Budget/Program as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of Local Government Services.

  
(Secretary's Signature)

1-19-2017  
(Date)

Governing Body Member:	Recorded Vote			
	Aye	Nay	Abstain	Absent
Richard P. Calabrese				X
Frank Simiriglia	X			
Dolly Guevara	X			
Joseph Pillo	X			
Glen Bianchini	X			
Yen Garbowski	X			