

## Resolution-R-02-17-18

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

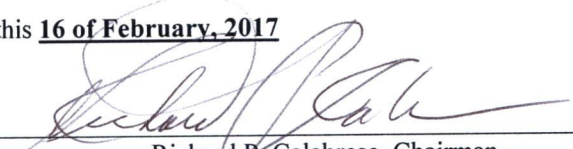
BE IT FURTHER RESOLVED THAT such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

AMOUNT	NAME	PURPOSE
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**As Per Attached: \$377,130.50**

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 16 of February, 2017

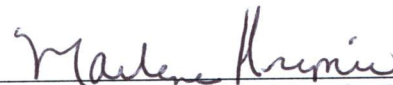
  
Richard P. Calabrese, Chairman

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 February, 16 2017

Dated: February 16, 2017

  
Marlene Hrynio, Administrative Secretary

2017 BOOK TRANSFER CREDIT Pending \$260.59 WEB TFR FR

2017 BOOK TRANSFER CREDIT Pending \$40,789.90 WEB TFR FR

Description	Posted Flag	Display Amount	Bank_Ref	Cust_Ref	Payment_Detail	Image
TRANSFER CREDIT	Pending	38289.5			WEB TFR FR	N
Description	Posted Flag	Display Amount	Bank_Ref	Cust_Ref	Payment_Detail	Image
TRANSFER CREDIT	Pending	253.03			WEB TFR FR	N
Description	Posted Flag	Display Amount	Bank_Ref	Cust_Ref	Payment_Detail	Image
TRANSFER CREDIT	Pending	42222.84			WEB TFR FR	N
Description	Posted Flag	Display Amount	Bank_Ref	Cust_Ref	Payment_Detail	Image
TRANSFER CREDIT	Pending	247.35			WEB TFR FR	N
Description	Posted Flag	Display Amount	Bank_Ref	Cust_Ref	Payment_Detail	Image
TRANSFER CREDIT	Pending	46.13			WEB TFR FR	N
Description	Posted Flag	Display Amount	Bank_Ref	Cust_Ref	Payment_Detail	Image
TRANSFER CREDIT	Pending	245.46			WEB TFR FR	N
Description	Posted Flag	Display Amount	Bank_Ref	Cust_Ref	Payment_Detail	Image
TRANSFER CREDIT	Pending	37878.14			WEB TFR FR	N
Description	Posted Flag	Display Amount	Bank_Ref	Cust_Ref	Payment_Detail	Image
TRANSFER CREDIT	Pending	411.1			WEB TFR FR	N



January 23, 2017  
03:57 PM

THE GLOUCESTER TOWNSHIP MUA  
Purchase Order Listing By Vendor Name

Page No: 1

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								
	17-01321	01/23/17	MNTHLY WATER BILL	Open	280.60	0.00		
ARCE005 ARCHER & GREINER								
	17-01322	01/23/17	COUNSEL	Open	175.50	0.00		
ATL00020 ATLANTIC CITY ELECTRIC								
	17-01319	01/23/17	MNTHLY ELECTRIC BILL	Open	1,948.32	0.00		
COM00020 COMCAST INC								
	17-01316	01/23/17	MNTHLY TELEPHONE&INTERNET LINES	Open	492.20	0.00		
NJ000090 N.J. AMERICAN WATER CO.								
	17-01317	01/23/17	MNTHLY WATER BILL	Open	85.26	0.00		
PSE00010 PSE&G 1								
	17-01318	01/23/17	MNTHLY ELECTRIC BILL	Open	5,951.58	0.00		
SOU00030 SOUTH JERSEY GAS								
	17-01315	01/23/17	MNTHLY GAS BILL	Open	3,305.09	0.00		
STA00040 STAPLES CREDIT PLAN								
	17-01308	01/20/17	VARIOUS SUPPLIES	Open	189.97	0.00		
Total Purchase Orders: 8 Total P.O. Line Items: 0 Total List Amount:					12,428.52	Total Void Amount:	0.00	
M0000021 M & E LOCKSMITH								
	17-01310	01/20/17	SECURITY FOR COMPOST&GARAGE	Open	900.00	0.00		

Total Purchase Orders: 1 Total P.O. Line Items: 0 Total List Amount: 900.00 Total Void Amount: 0.00

February 13, 2017  
10:11 AM

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
ARCHE005 ARCHER & GREINER							
17-01419	02/13/17	COUNSEL	Open	2,694.80	0.00		
GUE00010 GUEVARA, DORA M.							
17-01418	02/13/17	D.GUEVARA SCRIPTS	Open	202.14	0.00		
PES00010 PEST PROFESSIONALS							
17-01417	02/13/17	MONTHLY PEST CONTROL JAN 2017	Open	145.00	0.00		
SPR00000 SPRINT							
17-01420	02/13/17	MONTHLY TELEPHONE SERVICE	Open	1,186.85	0.00		

Total Purchase Orders:	4	Total P.O. Line Items:	0	Total List Amount:	4,228.79	Total Void Amount:	0.00
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February 10, 2017  
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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 Exempt: Y
Include Non-Budgeted: Y	Prior Year Only: N			

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
A0000020 A & M PRODUCTS								
	17-01249	01/09/17	MARKOUTS	Open	205.88	0.00		
AIR000050 AIRGAS USA INC								
	17-01324	01/26/17	WELDING SPOOL WIRE	Open	77.22	0.00		
AQU000010 AQUA NEW JERSEY								
	17-01394	02/09/17	MNTHLY WATER BILL	Open	85.98	0.00		
ARA000010 ARAMARK UNIFORM SERVICES INC								
	17-01312	01/20/17	DEC 16 UNIFORM RENTAL	Open	803.24	0.00		
ATL000020 ATLANTIC CITY ELECTRIC								
	17-01388	02/06/17	MNTHLY ELECTRIC BILL	Open	8,341.62	0.00		
BEL000010 BELLMAWR TRUCK REPAIR CO. INC								
	17-01346	01/31/17	#4 TRK REPAIR AS ATTACHED	Open	6,374.87	0.00		
	17-01353	01/31/17	#3&#38 TRK INSPECTIONS	Open	190.00	0.00		
					6,564.87			
BOO000010 BOOT AMERICA, INC./STORE								
	17-01303	01/19/17	G.ENGELBERT SAFETY SHOES	Open	154.99	0.00		
	17-01313	01/23/17	K.GORE SAFETY SHOES	Open	164.99	0.00		
	17-01368	02/02/17	B.DEVLIN SAFETY SHOES	Open	144.99	0.00		
					464.97			
BOW000010 BOWMAN & COMPANY								
	17-01402	02/09/17	BUDGET/GLOBAL AGREEMENT	Open	5,300.00	0.00		
BRI000010 BRICK ENGINEERING LLC								
	17-01372	02/06/17	ENGINEERING SERVICES	Open	1,900.00	0.00		
BRI000030 BRITE IDEAS								
	17-01193	12/14/16	UNIFORMS	Open	1,458.20	0.00		
CAR000070 CARTWRIGHT KATHRYN								
	17-01320	01/23/17	K.CARTWRIGHT SCRIPTS	Open	201.69	0.00		
CIN000010 CINTAS FIRST AID & SAFETY INC								
	17-01377	02/06/17	REFILL 1ST AID SUPPLIES	Open	195.00	0.00		
COOPE005 COOPER POWER SYSTEMS								
	17-01227	12/30/16	MAIN LOGIC BOARDS GLENN AVE	Open	1,561.90	0.00		
COU000010 COURIER POST								
	17-01325	01/26/17	SEWER REHAB AWARD	Open	81.92	0.00		



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THE GLOUCESTER TOWNSHIP MUA  
Purchase Order Listing By Vendor Name

Page No: 2

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
CRE00000 CREATIVE PAYMENT SOLUTIONS								
	17-01399	02/09/17	AR BOX (ONLINE PAYMENTS)	1/17 Open	338.36	0.00		
DW000000 D&W DIESEL INC.								
	17-01165	12/13/16	#18 TRK	Open	320.54	0.00		
	17-01365	02/01/17	#36,37,38 TRKS	Open	169.77	0.00		
					490.31			
DEL00080 DELTA DENTAL PLAN OF NJ								
	17-01354	01/31/17	RETIREE DENTAL BILL JAN 2017	Open	172.50	0.00		
	17-01355	01/31/17	ACTIVE DENTAL BILL JAN 2017	Open	483.00	0.00		
	17-01381	02/06/17	RETIREE DENTAL CLAIMS JAN 2017	Open	853.00	0.00		
	17-01382	02/06/17	ACTIVE DENTAL CLAIMS JAN 2017	Open	5,870.00	0.00		
					7,378.50			
DEV DEVLIN, WILLIAM								
	17-01379	02/06/17	B.DEVLIN SCRIPTS	Open	60.00	0.00		
EASTE010 EASTERN AUTOPARTS WAREHOUSE								
	17-01136	12/06/16	MONTHLY P.O. FOR JANUARY 2017	Open	65.76	0.00		
ECH00010 ECHELON FORD, INC.								
	17-01277	01/09/17	#25 TRK WIRE ASSY	Open	51.64	0.00		
ENVIR005 ENVIRONMENTAL PRODUCTS&ACCESS								
	17-00957	10/26/16	#44 JET TRK	Open	193.12	0.00		
FLE00000 FLEET PRIDE								
	17-01135	12/06/16	MONTHLY P.O. FOR JANUARY 2017	Open	210.81	0.00		
GOR00010 GORE, KEVIN								
	17-01400	02/09/17	K.GORE EYEGLASSES (SELF)	Open	175.00	0.00		
GRA00040 GRANTURK EQUIPMENT CO. IN								
	17-01224	12/29/16	#33 TRK	Open	2,064.08	0.00		
	17-01363	01/31/17	#33 TRK	Open	2,583.50	0.00		
					4,647.58			
HER00010 HERAN, JOSEPH								
	17-01304	01/20/17	J.HERAN SCRIPTS	Open	5.00	0.00		
	17-01338	01/30/17	J.HERAN EYEGLASSES	Open	170.00	0.00		
	17-01360	01/31/17	J.HERAN SCRIPTS	Open	13.87	0.00		
	17-01385	02/06/17	WASTEWATER CLASS COMPLETION	Open	156.00	0.00		
					344.87			
HER00020 HERITAGE BUSINESS SYSTEMS								
	17-01396	02/09/17	MONTHLY COPIER METER	Open	86.36	0.00		
HOM00020 HOME DEPOT CREDIT SERVICE								
	17-01311	01/20/17	VARIOUS SUPPLIES	Open	150.25	0.00		
	17-01398	02/09/17	VARIOUS SUPPLIES	Open	110.57	0.00		
					260.82			



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THE GLOUCESTER TOWNSHIP MUA  
Purchase Order Listing By Vendor Name

Page No: 3

Vendor # Name						
PO #	PO Date	Description	Status	Amount	Void Amount	Contract PO Type
HUNTE005 HUNTER TRUCK SALES						
17-01281	01/10/17	#36 TRK REPAIR AS PER ATTACHED	Open	5,573.97	0.00	
HUN00010 HUNTER TRUCK SALES & SERVICE						
17-01214	12/22/16	#36 TRK REPAIR AS ATTACHED	Open	3,172.66	0.00	
17-01221	12/28/16	# TRK AC TENSIONER & BELT	Open	198.02	0.00	
17-01328	01/27/17	#36 TRK SEE ATTACHED	Open	1,477.71	0.00	
17-01331	01/27/17	#36 TRK RADIATOR	Open	885.00	0.00	
17-01340	01/30/17	#38 TRK TRANS HOSE	Open	139.32	0.00	
				5,872.71		
JET00020 JACK DOHENY COMPANIES(JET VAC)						
17-01229	12/30/16	AGITATOR NOZZLE VA 4967 OBJB	Open	421.40	0.00	
KEN00020 KENNEDY CULVERT & SUPPLY						
17-01064	11/16/16	MONTHLY P.O. FOR DECEMBER 2016	Open	210.00	0.00	
LAU00020 LAUREL LAWNMOWER SERVICE						
17-01138	12/06/16	MONTHLY P.O FOR JANUARY 2017	Open	110.18	0.00	
LOW00020 LOWER COUNTY RECYCLING						
17-01252	01/09/17	3/4 BLEND CRUSHED CONCRETE	Open	3,684.15	0.00	
MO000021 M & E LOCKSMITH						
17-01323	01/25/17	SECURITY FOR COMPOST GARAGE	Open	900.00	0.00	
MAW00010 MAWSON CHARLES						
17-01375	02/06/17	C.MAWSON EYEGLASSES	Open	350.00	0.00	
MEC00030 MECHANICS NAPA BLACKWOOD						
17-01137	12/06/16	MONTHLY P.O. FOR JANUARY 2017	Open	342.11	0.00	
MON00010 MONACO, THOMAS						
17-01374	02/06/17	T.MONACO SCRIPTS	Open	95.00	0.00	
MOR00020 MORSE FLUID TECHNOLOGIES INC						
17-01295	01/10/17	PART#F2815-161-B85 P.S.	Open	48.61	0.00	
NJ000090 N.J. AMERICAN WATER CO.						
17-01393	02/09/17	MONTHLY WATER BILL	Open	422.08	0.00	
NJ000120 N.J.MOTOR VEHICLE SERVICE						
17-01351	01/31/17	#T-1 REGISTRATION RENEWAL	Open	32.00	0.00	
NIC00010 NICOLARY LEONARD						
17-01392	02/09/17	L.NICOLARY SCRIPTS	Open	314.50	0.00	
NOR00020 NORRIS SALES COMPANY INCO						
17-01367	02/02/17	TRAFFIC SAFETY	Open	435.90	0.00	
OFF00010 OFFICE BASICS						
17-01288	01/10/17	OFFICE SUPPLIES	Open	140.48	0.00	



February 10, 2017  
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THE GLOUCESTER TOWNSHIP MUA  
Purchase Order Listing By Vendor Name

Page No: 4

Vendor # Name						
PO #	PO Date	Description	Status	Amount	Void Amount	Contract PO Type
ONE00010 ONE CALL CONCEPTS, INC.						
17-01411	02/10/17	JAN 2017 MONTHLY MARKOUTS	Open	452.50	0.00	
PAU00030 PAUL RILEY						
17-01378	02/06/17	P.RILEY SCRIPTS	Open	189.13	0.00	
PED00010 PEDRONI FUEL CO.						
17-01307	01/20/17	NO LEAD GAS 600.0 GAL @1.69650	Open	1,017.90	0.00	
PEN00020 PENN POWER SYSTEMS						
17-01081	11/21/16	GLENN OAKS GENERATOR REPAIR	Open	1,092.79	0.00	
17-01276	01/09/17	FRONT & WOODLAND GENERATOR	Open	550.00	0.00	
				1,642.79		
PEN00040 PENNONI ASSOCIATES INC.						
17-01403	02/09/17	ENGINEERING SERVICES	Open	2,300.00	0.00	
DEB00010 PETTY CASH						
17-01409	02/09/17	PETTY CASH SEWER AND S.W.	Open	159.22	0.00	
PIT00020 PITCHER, STEPHEN						
17-01361	01/31/17	S.PITCHER SCRIPTS	Open	32.59	0.00	
PIT00050 PITNEY BOWES GLOBAL FINANCIAL						
17-01395	02/09/17	MAIL MACHINE QRTLY LEASE	Open	250.20	0.00	
PSE00010 PSE&G 1						
17-01384	02/06/17	MONTHLY ELECTRIC BILL	Open	4,455.17	0.00	
DEE00010 READY FRESH WATER DIRECT						
17-01314	01/23/17	MNTHLY BOTTLED WATER	Open	87.87	0.00	
RIG00010 RIGGINS INC.						
17-01306	01/20/17	DIESEL FUEL 760.0 GAL @2.04590	Open	2,776.66	0.00	
17-01356	01/31/17	DIESEL FUEL 600.0 GAL@2.019600	Open	1,211.76	0.00	
17-01371	02/06/17	DIESEL FUEL 875.0 GAL@2.02260	Open	1,769.78	0.00	
				5,758.20		
SALEM005 SALEM COUNTY IMPROVEMENT						
17-00822	09/22/16		Open	3,453.40	0.00	
SAM00010 SAM'S CLUB DIRECT						
17-01358	01/31/17	OFFICE SUPPLIES	Open	9.96	0.00	
SCIAC005 SCIACCA, JOEL						
17-01373	02/06/17	J.SCIACCA SCRIPTS	Open	55.00	0.00	
SOU00030 SOUTH JERSEY GAS						
17-01376	02/06/17	MONTHLY GAS BILL	Open	46.30	0.00	
SOU00100 SOUTH JERSEY WELDING SUPPLYINC						
17-01343	01/31/17	1 YR LEASE FOR ACE & OXY	Open	69.00	0.00	



February 10, 2017  
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THE GLOUCESTER TOWNSHIP MUA  
Purchase Order Listing By Vendor Name

Page No: 5

Vendor # Name		PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
STA00125 ST OF NJ ACTIVE HEATH									
		17-01387	02/06/17	ACTIVE H/C BILL FEB 2017	Open	66,002.18	0.00		
STA00115 ST OF NJ RETIREE HEALTH CARE									
		17-01386	02/06/17	RETIREE H/C BILL FEB 2017	Open	20,319.51	0.00		
SWKTE005 SWK TECHNOLOGIES INC									
		17-01305	01/20/17	MNTLY OFFSITE STORAGE 1/2017	Open	515.35	0.00		
TIR00010 TIRE CORRAL OF AMERICA INC									
		17-01344	01/31/17	#4 TRK FRNT TIRES&REAR MOUNTIN	Open	1,957.54	0.00		
		17-01348	01/31/17	#32 TRK REAR TIRES&MOUNTING	Open	1,499.58	0.00		
		17-01349	01/31/17	#2 TRK FLAT FIXED	Open	101.80	0.00		
		17-01350	01/31/17	#70 TRK TIRES (4)	Open	516.96	0.00		
						4,075.88			
TOW00030 TOWNSHIP OF GLOUCESTER									
		17-01280	01/10/17	WORKMANS COMP -S.ROCKWELL	Open	23,702.24	0.00		
WAD00010 WADE, LONG & WOOD, LLC									
		17-01401	02/09/17	LEGAL SERVICES JAN 2017	Open	3,106.51	0.00		
WASTE005 WASTE MANAGEMENT OF NJ									
		17-01357	01/31/17	MNTHLY TRASH DISPOSAL	Open	80.56	0.00		
WIL00090 WILSON WEB SERVICES									
		17-01244	01/06/17	ENVELOPES	Open	357.00	0.00		
SHO00010 ZALLIE SUPERMARKETS									
		17-01397	02/09/17	EMPLOYEE SCRIPTS	Open	291.98	0.00		
Total Purchase Orders:		90	Total P.O. Line Items:		0	Total List Amount:	198,929.15	Total Void Amount:	0.00

## Resolution-R-02-17-19

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

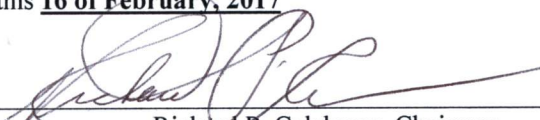
BE IT FURTHER RESOLVED THAT such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

AMOUNT	NAME	PURPOSE
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**As Per Attached: \$11,442.69**

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 **16 of February, 2017**

  
Richard P. Calabrese, 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 **February 16, 2017**

Dated: **February 16, 2017**

  
Marlene Hrynio, Administrative Secretary



February 10, 2017  
09:20 AM

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
DEL00060 DELL MARKETING L.P.							
17-01302	01/12/17	27" REPLACEMENT MONITOR	Open	619.19	0.00		
PEN00040 PENNONI ASSOCIATES INC.							
17-01407	02/09/17	ENGINEERING SERVICES	Open	9,865.00	0.00		
WAD00010 WADE, LONG & WOOD, LLC							
17-01406	02/09/17	LEGAL SERVICES	Open	958.50	0.00		

Total Purchase Orders:	3	Total P.O. Line Items:	0	Total List Amount:	11,442.69	Total Void Amount:	0.00
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## Resolution-R-02-17-20

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

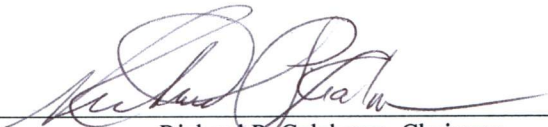
BE IT FURTHER RESOLVED THAT such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

AMOUNT	NAME	PURPOSE
--------	------	---------

**As Per Attached: \$4,785.00**

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 **16 of February, 2017**

  
Richard P. Calabrese, 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 **February 16, 2017**

Dated: **February 16, 2017**

  
Marlene Hrynio, Administrative Secretary



February 10, 2017  
09:40 AM

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						
17-01389	02/06/17	ENGINEERING SERVICES	Open	2,100.00	0.00	
GTM00070 GTMUA RESERVE FUND						
17-01333	01/30/17	ESCROW BILLING 9/1/16-12/30/16	Open	960.00	0.00	
17-01334	01/30/17	ESCROW BILLING 9/1/16-12/30/16	Open	480.00	0.00	
17-01335	01/30/17	ESCROW BILLING 9/1/16-12/30/16	Open	240.00	0.00	
17-01336	01/30/17	ESCROW BILLING 9/1/16-12/30/16	Open	320.00	0.00	
				2,000.00		
PEN00040 PENNONI ASSOCIATES INC.						
17-01405	02/09/17	ENGINEERING SERVICES	Open	550.00	0.00	
WAD00010 WADE, LONG & WOOD, LLC						
17-01404	02/09/17	LEGAL FEES JAN 2017	Open	135.00	0.00	
Total Purchase Orders:		7	Total P.O. Line Items:	0	Total List Amount:	4,785.00
					Total Void Amount:	0.00

**RESOLUTION  
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY  
RESOLUTION AUTHORIZING COMPLETION OF  
SUPPLEMENTARY CONSTRUCTION SERVICES  
FOR THE PROCUREMENT & INSTALLATION OF A BYPASS CHAMBER @  
PIERCE BATTERY PUMP STATION  
IN ACCORDANCE WITH THE EMERGENCY SERVICES CONTRACT  
AUTHORIZED BY RESOLUTION R-07-14-76, R-05-15-44 & R-05-16-57**

**R-02-17-21**

**WHEREAS**, the Gloucester Township Municipal Utilities Authority (“GTMUA” and/or “Authority”) previously received bids on or about July 2, 2014 for the Emergency Repairs to Wastewater Conveyance System, Mains, Laterals and Supplementary Construction Services (“Emergency Services Contract”); and

**WHEREAS**, the successful bidder was R.D. Zeuli, Inc. (“Zeuli”); and

**WHEREAS**, the Authority Engineer recommended an extension of said contract for a term of twelve (12) months and R.D. Zeuli, Inc. agreed to serve the Authority with the same price structure as the original bid, as well as the same conditions set forth therein; and

**WHEREAS**, the Contract extension was awarded by Resolution R-05-15-44; and

**WHEREAS**, a second Contract extension was awarded by Resolution R-05-16-57; and

**WHEREAS**, the Authority authorized said contract and extensions in order to meet certain unanticipated emergent situations that arise from the day to day operation of a sanitary sewer collection system which is comprised of approximately three hundred (300) miles of sanitary sewer lines as well as fifty four (54) pumping stations, in accordance with the requirements of the Local Public Contract Law; and



**WHEREAS**, the GTMUA is the owner of the Pierce Battery Pumping Station which was in need of a new bypass chamber; and

**WHEREAS**, R.D. Zeuli procured and installed the bypass chamber in accordance with its Emergency Services & Supplementary Construction Services Contract awarded on July 2, 2014, extended on May 21, 2015 and extended on May 16 2016; and

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

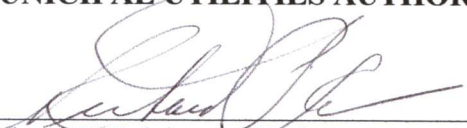
1. The provisions of the **WHEREAS** clauses set forth above are incorporated herein by reference and made a part hereof.
2. Staff is hereby authorized to process the payment request from R.D. Zeuli, Inc., in the amount of \$55,842.80, for the subject supplementary construction repairs, in accordance with the recommendation of Thomas Leisse, PE, CME, Authority Engineer, dated February 8, 2017.

**BE IT FURTHER RESOLVED**, that funds are available for payment of this Contract.

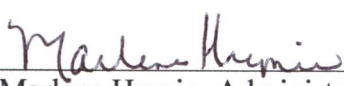
**ATTEST:**

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

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

  
\_\_\_\_\_  
Richard P. Calabrese, 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 February 16, 2017.

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

Dated: February 16, 2017

February 10, 2017  
09:00 AM

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
RD000010		R.D. ZEULI INC					
17-01408	02/09/17	PUMP STATION UPGRADES	Open	55,842.80	0.00		

Total Purchase Orders:	1	Total P.O. Line Items:	0	Total List Amount:	55,842.80	Total Void Amount:	0.00
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February 8, 2017

GTUA 1600

**Via Electronic Mail**

Gloucester Township MUA  
401 W. Landing Road  
Blackwood, NJ 08021

Attention: Ray Carr, Executive Director

**Subject: Recommendation for Payment  
Pierce Battery Pump Station Upgrades  
Installation of Bypass Chamber**

Dear Mr. Carr:

At the request of the Authority and under the provisions of the contract for Emergency Repairs To Wastewater Conveyance System, Mains and Laterals and Supplementary Construction Services, R.D. Zeuli, Inc. has procured and installed a bypass chamber at the Pierce Battery Pump Station.

Attached is R. D. Zeuli Inc.'s invoice, with appropriate back-up, for the aforementioned work in the amount of \$55,842.80, which I have reviewed and recommend for payment. All work has been completed and accepted.

Please contact me at 856-656-2922 if you have any questions and/or require any additional assistance.

Sincerely,

**PENNONI ASSOCIATES**

A handwritten signature in blue ink, appearing to read "Th Leisse".

Thomas Leisse, PE, CME  
Authority Engineer

Enclosure

cc: Marlene Hrynio, GTMUA  
H. Long, GTMUA Solicitor

Z:\PROJECTS\GTUA\1600-General Engineering\Pierce Battery PS Payment Rec.docx



R.D. Zeull, Inc.

856-768-1981  
Fax 856-768-0241

Builders - Contractors - Developers

P.O. Box 350 • West Berlin, NJ 08091-0350

**FAX COVER SHEET**

Date 2/7/17

To Tom Lisse

At Pennoni Assoc

From R.D. Zeull

Fax Number 856-547-9174

Total number of sheets, including cover 5

Re Piece Battery Pump Station

Betty





856-768-1985  
Fax 856-768-0242

I.D. Zeuli, Inc.

Builders - Contractors - Developers

P.O. Box 350 • West Berlin, NJ 08091-0350

February 7, 2017

Mr. Tom Leisse, PE, CME  
Pennoni Associates Inc  
515 Grove Street, Suite 1B  
Haddon Heights, NJ 08035  
(f) 856-547-9174

Dear Mr. Leisse,

See attached break down for Pierce Battery Pump  
Station, including upgrades.

**Total \$55,842.80**

If you have any questions or concerns, please do not  
hesitate to contact us.

Sincerely,

*Steven D. Zeuli*  
Steven D. Zeuli, President

SDZ:bsc

GTMUA.PierceBattery.Upgrades

<b>GTMUA</b>	<b>PierceBattery</b>				
<b>shops</b>	<b>submittals</b>	<b>planning</b>			
20	Superintendent	per Hr	2	\$75.00	150
<b>Mobilize</b>					
10	Tractor Trailer	per day	1	\$450.00	450
20	Superintendent	per Hr	8	\$75.00	600
23	Laborers	per Hr	8	\$81.00	648
11	Utility Truck&acc.	per day	1	\$160.00	160
24	Truck Driver	per Hr	8	\$81.00	648
<b>ByPass</b>					
<b>Pumping</b>					
<b>Item</b>	<b>Description</b>	<b>Unit of measure</b>	<b>Unit</b>	<b>Unit \$</b>	<b>Subtotal</b>
1	Backhoe(cx145)	per day	0	\$340.00	0
2	321 excavator	per day	1	\$600.00	600
3	303 exc.w/thumb	per day	0	\$300.00	0
4	Skid Steer/CTL	per day	1	\$300.00	300
5	Loader	per day	0	\$335.00	0
6	Dozer D5C	per day	0	\$500.00	0
7	Broom/sweeper	per day	0	\$100.00	0
8	Dump Truck 6 cy	per day	0	\$215.00	0
9	Dump Truck 14 cy	per day	0	\$250.00	0
10	Tractor Trailer	per day	0	\$450.00	0
11	Utility Truck&acc.	per day	2	\$160.00	320
12	Roller	per day	0	\$310.00	0
13	Paver	per day	0	\$1,325.00	0
14	Backhoe	per day	0	\$340.00	0
15	AirComp&acc.	per day	0	\$160.00	0
16	Jump Jack	per day	0	\$50.00	0
17	3" pump	per day	0	\$200.00	0
18	trenchbox	per day	0	\$300.00	0
19	Sawcutting	LF	0	\$3.00	0
20	Superintendent	per Hr	8	\$75.00	600
21	Foremen	per Hr	8	\$101.00	808
22	Operator	per Hr	0	\$101.00	0
23	Laborers	per Hr	32	\$81.00	2592
24	Truck Driver	per Hr	0	\$81.00	0
25	Mason/Carp.	per Hr	0	\$77.00	0
<b>Install</b>					
<b>Item</b>	<b>Description</b>	<b>Unit of measure</b>	<b>Unit</b>	<b>Unit \$</b>	<b>Subtotal</b>
1	Backhoe(cx145)	per day	0	\$340.00	0
2	321 excavator	per day	2	\$600.00	1200
3	303 exc.w/thumb	per day	0	\$300.00	0
4	Skid Steer/CTL	per day	2	\$300.00	600
5	Loader	per day	0	\$335.00	0
6	Dozer D5C	per day	0	\$500.00	0
7	Broom/sweeper	per day	0	\$100.00	0
8	Dump Truck 6 cy	per day	0	\$215.00	0
9	Dump Truck 14 cy	per day	2	\$250.00	500
10	Tractor Trailer	per day	0	\$450.00	0



11	UtilityTruck&acc.	per day	2	\$160.00	320
12	Roller	per day	0	\$310.00	0
13	Paver	per day	0	\$1,325.00	0
14	Backhoe	per day	0	\$340.00	0
15	AirComp&acc.	per day	0	\$160.00	0
16	JumpJack	per day	0	\$50.00	0
17	3" pump	per day	0	\$200.00	0
18	trenchbox	per day	0	\$300.00	0
19	Sawcutting	LF	0	\$3.00	0
20	Superintendent	per Hr	16	\$75.00	1200
21	Foremen	per Hr	16	\$101.00	1616
22	Operator	per Hr	0	\$101.00	0
23	Laborers	per Hr	64	\$81.00	5184
24	Truck Driver	per Hr	16	\$81.00	1296
25	Mason/Carp.	per Hr	0	\$77.00	0

<b>ByPass</b>	<b>Remove</b>				
<b>Item</b>	<b>Description</b>	<b>Unit of measure</b>	<b>Unit</b>	<b>Unit \$</b>	<b>Subtotal</b>
1	Backhoe(cx145)	per day	0	\$340.00	0
2	321 excavator	per day	1	\$600.00	600
3	303 exc.w/thumb	per day	0	\$300.00	0
4	Skid Steer/CTL	per day	1	\$300.00	300
5	Loader	per day	0	\$335.00	0
6	Dozer D5C	per day	0	\$500.00	0
7	Broom/sweeper	per day	0	\$100.00	0
8	DumpTruck 6 cy	per day	0	\$215.00	0
9	DumpTruck 14 cy	per day	0	\$250.00	0
10	Tractor Trailer	per day	0	\$450.00	0
11	UtilityTruck&acc.	per day	2	\$160.00	320
12	Roller	per day	0	\$310.00	0
13	Paver	per day	0	\$1,325.00	0
14	Backhoe	per day	0	\$340.00	0
15	AirComp&acc.	per day	0	\$160.00	0
16	JumpJack	per day	0	\$50.00	0
17	3" pump	per day	0	\$200.00	0
18	trenchbox	per day	0	\$300.00	0
19	Sawcutting	LF	0	\$3.00	0
20	Superintendent	per Hr	8	\$75.00	600
21	Foremen	per Hr	8	\$101.00	808
22	Operator	per Hr	0	\$101.00	0
23	Laborers	per Hr	32	\$81.00	2592
24	Truck Driver	per Hr	0	\$81.00	0
25	Mason/Carp.	per Hr	0	\$77.00	0
			<b>Subtotal</b>		<b>25012</b>
	<b>Rent/mats</b>				
ByPass	<b>rental</b>	Xylem	6600		
By Pass	<b>precast</b>	HD Supply	20303		
RDZ	stone	25 tn @ \$ 25	625		
	mortor/misc		500		

		<b>Subtotal</b>	<b>28028</b>		
		<b>OH&amp;Prof(10%)</b>	<b>2802.8</b>		
	<b>Project</b>	<b>Total</b>	<b>55842.8</b>		



**RESOLUTION  
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY  
RESOLUTION AUTHORIZING A ONE YEAR EXTENSION WITH  
WARSHAUER GENERATOR, LLC FOR EMERGENCY GENERATOR  
MAINTENANCE AND INSPECTION SERVICES**

**R-02-17-22**

**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 Emergency Generator Maintenance and Inspection Services; and

**WHEREAS**, four (4) companies submitted a response on January 12, 2016, for the specified work as follows:

<b><u>VENDOR</u></b>	<b><u>BID AMOUNT</u></b>
1. Warshauer Generator, L.L.C.	\$30,350.00
2. Atlantic Switch & Generator	\$41,500.00
3. Penn Power Systems	\$47,850.00
4. G.M.H. Associates of America, Inc.	\$89,500.00; and

**WHEREAS**, a contract with Warshauer Generator, L.L.C. ("Warshauer") was awarded at the Authority's Regular Meeting of January 21, 2016 (R-01-16-134); and

**WHEREAS**, provisions for an extension of the contract were provided in the Technical Specifications; and

**WHEREAS**, on January 10, 2017, Warshauer offered to extend the agreement for an additional one (1) year period with the original contract bid price and conditions;

**WHEREAS**, on January 12, 2017, Thomas Leisse, PE, CME, Authority Engineer, opined that the services provided by Warshauer are being performed in an effective and efficient manner and recommended the contract be extended for an additional one (1) year period; and

**WHEREAS**, the Authority's Solicitor, Howard C. Long, Jr., has reviewed the Contract and Technical Specifications, researched the applicable law, and has recommended in a legal

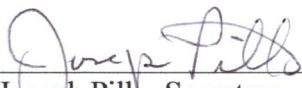
opinion dated January 31, 2017 that a Contract extension may be granted to Warshauer for a one (1) year term; and

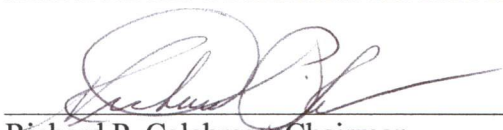
**NOW, THEREFORE, BE IT RESOLVED** by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority, as follows:

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Members of the Gloucester Township Municipal Utilities Authority, in accordance with the requirements of N.J.S.A. 40A:11-15, make the following factual determinations:
  - a. The contract services by Warshauer are being performed in an effective and efficient manner;
  - b. The original contract price is hereby extended.
  - c. The terms and conditions of the contract remain substantially the same.
3. The Contract for Emergency Generator Maintenance and Inspection Services between the GTMUA and Warshauer is hereby extended for a one (1) additional year period to commence on April 1, 2017 and expire March 31, 2018.
4. Funds are available for payment of this Contract.

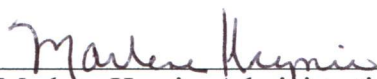
**ATTEST:**

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

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

  
\_\_\_\_\_  
Richard P. Calabrese, 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 February 16, 2017.

  
\_\_\_\_\_  
Marlene Hrynio, Administrative Secretary  
Dated: February 16, 2017



# 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 31, 2017

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

**RE: Bid Opinion - GTMUA**  
**Emergency Generator Maintenance and Inspection Services**

Dear Mr. Carr:

This office has reviewed all documents provided for the extension of the contract for emergency generator maintenance and inspection service between the Gloucester Township Municipal Utilities Authority ("GTMUA" and/or "Authority") and Warshauer Generator, LLC ("Warshauer") for an additional one (1) year period.

On January 12, 2016, the Authority received four (4) bids for the above referenced contract. Following review of the bids, this office recommended the award of the contract to Warshauer in the total amount of \$30,350.00 via letters dated January 14, 2016 and January 16, 2016. Thereafter, the GTMUA awarded the contract to Warshauer at its regular meeting of January 21, 2016.

The terms of the contract included a provision to extend the agreement for up to two (2) additional one (1) year periods, if the Authority deems it to be in its best interest, and the Contractor agrees to extend the original contract bid price and conditions. On January 10, 2017, the Authority received correspondence from Warshauer offering to extend the agreement for an additional year with the original contract bid price and conditions. On January 12, 2017, Thomas Leisse, PE, CME, Authority Engineer, opined that there were no issues with Warshauer's responsiveness or knowledge of equipment and that the contractor developed a good working knowledge of the Authority's service area, staff, and standard which will benefit the Authority moving forward. He further opined that an extension of the current contract pricing will allow the Authority to continue to utilize the lowest rates without inflation through 2017-2018. Mr. Leisse thereafter recommended that the Authority extend the current contract with Warshauer for an additional one (1) year period, conditioned upon concurrence by the Authority solicitor.

The Local Public Contracts Law allows all contracts for the provision or performance of goods or services to be awarded for a period not to exceed 24 consecutive months, except those contracts for professional services pursuant to N.J.S.A. 40A:11-5(1) shall be awarded for a period not to exceed 12

Raymond J. Carr, Executive Director  
Gloucester Township  
Municipal Utilities Authority  
January 31, 2017  
Page 2

**RE: Bid Opinion - GTMUA**  
**Emergency Generator Maintenance and Inspection Services**

consecutive months. See N.J.S.A. 40A:11-15.

Any contract for services other than professional services, the statutory length of which contract is for three years or less, may include provisions for no more than one two-year, or two one-year, extensions, subject to the following limitations: a. The contract shall be awarded by resolution of the governing body upon a finding by the governing body that the services are being performed in an effective and efficient manner; b. No such contract shall be extended so that it runs for more than a total of five consecutive years; c. Any price change included as part of an extension shall be based upon the price of the original contract as cumulatively adjusted pursuant to any previous adjustment or extension and shall not exceed the change in the index rate for the 12 months preceding the most recent quarterly calculation available at the time the contract is renewed; and d. The terms and conditions of the contract remain substantially the same. See N.J.S.A. 40A:11-15.

Here, all provisions of N.J.S.A. 40A:11-15 have been satisfied. The Authority is satisfied that the services are being performed in an effective and efficient manner, the contract has not run for more than five consecutive years, and there is no price change included. As such, it is my legal opinion that the contract with Warshauer for the provision of Emergency Generator Maintenance and Inspection Services may be extended for an additional one (1) year period pursuant to the terms of the contract, January 10, 2017 offer from Warshauer, and the January 12, 2017 recommendation by the Authority engineer. As such, a resolution should be placed on the agenda for an upcoming meeting extending the above referenced contract for a one (1) year period.

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

Very truly yours,  
WADE, LONG, WOOD & LONG, LLC



Howard C. Long, Jr., Solicitor

HCL/cmv

cc: Chairman & Members, GTMUA  
Marlene Hrynio, Administrative Secretary  
Thomas Leisse, P.E., C.M.E.



January 12, 2017

GTUA 1514

**Via Electronic Mail**

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

Attention: Ray Carr, Executive Director

**Subject: Recommendation for Contract Extension  
Emergency Generator Maintenance and Inspection Services**

Dear Ray:

I received a copy of the attached letter submitted by Warshauer Generator, LLC (Warshauer) requesting an extension of the current contract for emergency generator maintenance and inspection services. Warshauer has offered to extend their current rates for another year through 2017 into 2018.

The terms of the contract included a provision to extend the agreement for up to two additional one (1) year periods, if the Authority deem it to be in its best interest and the Contractor agrees to extend the original contract bid price and conditions.

This was the first contract with Warshauer for the generator services and we reported no issues with their responsiveness or knowledge of the existing equipment. Warshauer developed a good working knowledge of the Authority's service area, staff, and standards which will benefit the Authority moving forward.

An extension of the current contract pricing will allow the Authority to continue to utilize the lowest rates without inflation through 2017-2018.

Upon concurrence by the Authority Solicitor, I recommend that the Authority extend the current emergency repair contract with Warshauer Generator, LLC for an additional one (1) year period at the current contract pricing.

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

Sincerely,

**PENNONI ASSOCIATES INC.**



Thomas Lisse, PE, CME  
Authority Engineer

Enclosure

cc: Marlene Hrynio, GTMUA  
Howard Long, GTMUA Solicitor

Z:\PROJECTS\GTUA\1514- Generator PM Program\CORRESPONDENCE\SENT\Letter Carr 011217.doc





800 Shrewsbury Avenue, Tinton Falls, Shrewsbury, New Jersey 07724

PH 732-741-6400/FAX 732-741-3866

January 10, 2017

Dear Ray,

As the generator maintenance year begins to near, we would like to take this opportunity to extend the agreement for an additional year per the terms of the agreement. The agreement will go into effect April 1<sup>st</sup> 2017 and run thru March 31<sup>st</sup> 2018 for the amount of \$30,350.00.

Regards,

*Debbie Krand*

Debbie Krand  
Service Coordinator

CC: Tom Leisse; Jim Warshauer; Jim Dunn

**RESOLUTION**  
**GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**  
**RESOLUTION APPROVING A CONTINGENT FORM "C" APPLICATION FOR**  
**IRON GATE,**  
**IRON GATE ROAD,**  
**BLOCK 17499, LOT 1,**  
**GLOUCESTER TOWNSHIP, NEW JERSEY**

**R-02-17-23**

**WHEREAS**, a Form "C" application has been submitted to the Gloucester Township Municipal Utilities Authority ("GTMUA"), by Iron Gate, LLC for the construction of forty (40) new townhomes, known as Iron Gate, located on Iron Gate Road, also known as Block 17499, Lot 1, Gloucester Township, New Jersey; and

**WHEREAS**, Joseph T. Brickley, PE, CME, of Brick Engineering (Brick), by letter dated February 11, 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

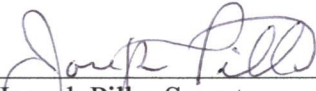
**WHEREAS**, Brick has recommended that the Members of the GTMUA ratify and approve the Contingent Form "C" application for the project subject to certain terms and conditions.

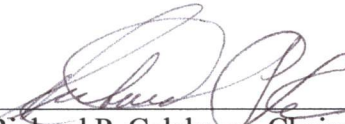
**NOW, THEREFORE, BE IT RESOLVED** by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority that it hereby approves the Contingent Form "C" application submitted by Iron Gate, LLC for the construction of forty (40) new townhomes, known as Iron Gate, located on Iron Gate Road, also known as Block 17499, Lot 1, Gloucester Township, New Jersey subject to the terms and conditions set forth in the Brick letter dated February 11, 2017 which is attached hereto and made a part hereof.



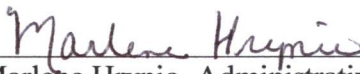
**ATTEST:**

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

  
\_\_\_\_\_  
Joseph Pillp, Secretary

  
\_\_\_\_\_  
Richard P. Calabrese, 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 February 16, 2017.

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

Dated: February 16, 2017



February 11, 2017

**Via Electronic Mail & Fax**

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

Attention: Ray Carr  
Executive Director

**Subject: Form "C" Application  
"Iron Gate"  
1405 Chews Landing Road  
(aka Block 17499, Lot 1)  
Applicant: CalAtlantic Group, Inc**

Dear Ray:

I have reviewed the aforementioned Form C application consisting of:

- Transmittal Letter, Mansfield Development, LLC, dated 2/3/17
- Form C Application, dated 2/3/17
- Approved Preliminary/Final Subdivision Plans, Iron Gate, LLC (set of 14 sheets), prepared by Land Dimension Engineering (LDE) last revised 6/22/16
- Final Plan of Lots, Iron Gate, Block 17499, Lot 1, prepared by LDE, dated 6/20/16
- Performance Bond No. 0206571 in the amount of \$94,816.80, dated 2/1/17.
- Construction Cost Estimate
- Iron Gate – Address List

Copies of these documents are on file at the Authority. Form B approval was granted on 9/17/15.

The Applicant is proposing to construct forty (40) new townhomes on a new street (Iron Gate Road) connecting municipal street Cottage Gate Road and County Route 704 Williamstown-Chews Landing Road.

**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 anticipated wastewater discharge volume to be:

	Use	Capacity	Discharge Parameter	Anticipated Flow
1	Single Family	40 units	300 gal/unit/day	12,000 gal/day
Total				12,000 gal/day
Estimated Equivalent EDU's @ 300 gal/EDU				40 EDU's

The Applicant is proposing to construct new gravity collection system and tie into the Authority's existing collection system (gravity main) in Cottage Gate Road (via doghouse manhole). The Applicant is proposing:

- +/- 695 linear feet of 8-inch PVC gravity main
- Forty (40) 4-inch PVC service laterals w/cleanouts in the "grass strip" behind curb
- Five (5) precast manholes
- One (1) doghouse manhole

Review of the documents provided indicates they are generally consistent with the standard of care typical of a Form C application and are adequate for construction.

Based on the information provided, I am recommending Form C approval contingent upon the following:

- 1 The Applicant's Engineer shall provide copy of approved NJDEP TWA application.
- 2 The cost estimate shall be revised to reflect Authority adopted unit cost values, all items/descriptions proposed and proper contingency.

The Applicant shall provide the following prior to issuance of construction permits and/or comply with during construction:

1. The Applicant is subject to the appropriate connection, impact fees (Orr Road Pumping Station) and/or user charges for the final calculated forty (40) EDU's and estimated discharge and shall maintain sufficient monies in escrow to cover Professional's review fees and Authority inspection fees, based on accepted Engineer's Opinion of Probable Construction Cost. No construction permits will be issued until appropriate fees are paid to the Authority.
2. The Applicant is reminded that he is responsible to coordinate with the GTMUA's inspection department to obtain necessary inspections and prior to formally occupying the proposed improvements.
3. The Surety provided shall be in a form acceptable to the Authority Solicitor, for construction activities associated with the subject site improvements and a subsequent two (2) year maintenance bond.

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 with any questions.

Call me with any questions.

Very truly yours,



Joseph T. Brickley, PE, CME

cc: Marlene Hrynio, Administrative Secretary  
Tom Leisse, PE, CME, Authority Engineer  
Howard Long, GTMUA Solicitor  
Steven Mansfield, Mansfield Development LLC, PO Box 8896, Hamilton, NJ 08650,  
(609) 638-2907, stephenamansfield@gmail.com  
Land Dimensions Engineering, 6 East High Street, Glassboro, NJ 08028 fax (856) 307-7805



**RESOLUTION  
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY  
RESOLUTION AWARDDING CONTRACT TO  
LABOR TEAM USA, INC. FOR TEMPORARY LABOR SERVICES**

**R-02-17-24**

**WHEREAS**, the Gloucester Township Municipal Utilities Authority ("GTMUA") requested bids for Temporary Labor Services; and

**WHEREAS**, the GTMUA furnished detailed bid specifications to potential bidders; and

**WHEREAS**, the bids were received and opened at the offices of the GTMUA on January 26, 2017; and

**WHEREAS**, only one (1) company submitted a bid for the specified services as follows:

	<u><b>Laborers</b></u>	<u><b>Truck Driver (CDL)</b></u>
1. Labor Team USA, Inc.	<b>\$16.23 per/hr.</b>	<b>\$24.47 per/hr.; and</b>

**WHEREAS**, Labor Team USA, Inc. complied with all the essential provisions of the bid specifications; and

**WHEREAS**, Labor Team USA, Inc. is the lowest qualified bidder; and

**WHEREAS**, the bid proposal was reviewed and approved as to form by the Solicitor of the GTMUA pursuant to an opinion letter issued on January 27, 2016; and

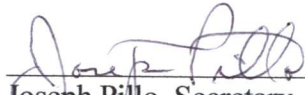
**NOW, THEREFORE, BE IT RESOLVED** by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority, as follows:

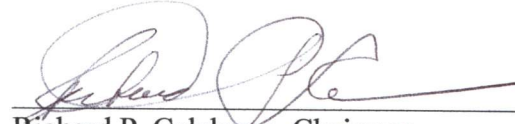
1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Contract for the Temporary Labor Services as set forth herein is awarded to Labor Team USA, Inc., for a term of one (1) year commencing, March 1, 2017 through February 28, 2018.

**BE IT FURTHER RESOLVED**, that funds are available for payment of this Contract.

**ATTEST:**

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

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

  
\_\_\_\_\_  
Richard P. Calabrese, 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 February 16, 2017.

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

Dated: February 16, 2017



# 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 27, 2017

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

**RE: Temporary Labor for the Gloucester Township Grass and Leaf Collection**

Dear Mr. Carr:

## **I. INTRODUCTION**

This office has reviewed all documents provided regarding the bid submission for the contract for Temporary Labor for the Gloucester Township Grass and Leaf Collection on behalf of the Gloucester Township Municipal Utilities Authority's ("GTMUA" and/or "Authority"). The GTMUA received one (1) bid for the specified Contract. The sole bid was received on Thursday, January 26, 2017 at 10:00 a.m. as follows:

### **VENDOR**

### **HOURLY RATE**

1. Labor Team USA, Inc.

\$16.23 (Laborer)/\$24.47 (Truck Driver)

## **II. FACTUAL ANALYSIS**

The bid specifications sought bids to obtain prices for the provision of temporary labor to assist in the seasonal operations in which the Authority requires additional manpower. Temporary laborers will be required to arrive "safety equipped" and pick up grass and/or leaves and/or recycling material throughout Gloucester Township and deposit it into a rear loading compactor trash truck or side loading recycle truck.

**RE: Temporary Labor for the Gloucester Township Grass and Leaf Collection**

The apparent low bid for this contract was submitted by Labor Team USA, Inc. ("Labor Team") with a bid as outlined above. Upon review of the bid submitted by Labor Team, the bid appears to be in the appropriate form from a legal perspective and contained no apparent defects.

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



**RE: Temporary Labor for the Gloucester Township Grass and Leaf Collection**

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: Temporary Labor for the Gloucester Township Grass and Leaf Collection**

- 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.

The apparent low bidder for the above mentioned project was Labor Team. As outlined above, upon review of the bid submitted by Labor Team, I did not uncover any defects within the bid.

**IV. LABOR TEAM USA, INC.'S BID**

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

- 1. Bid Proposal;
- 2. Certificate of Employee Information Report;
- 3. New Jersey Business Registration Certificate;
- 4. Certificate of Liability Insurance;
- 5. Bid Specifications.

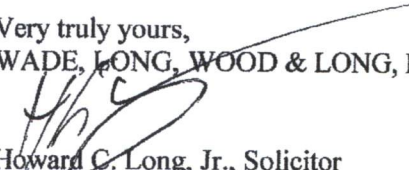
The bid submitted by Labor Team is in the appropriate form.

**V. CONCLUSION**

After researching the applicable law, reviewing the contract specifications and documents, and conferring with staff, it is my legal opinion that the bid submitted by Labor Team is in the appropriate form. Accordingly, it is recommended that the contract for Temporary Labor for the Gloucester Township Grass and Leaf Collection be awarded to Labor Team USA, Inc. It is further recommended that a Resolution be placed on the Agenda for an upcoming meeting awarding said Contract 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

**RESOLUTION**  
**GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**  
**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PERFORMANCE BOND,**  
**POSTED BY CALATLANTIC GROUP, INC. (IRON GATE),**  
**FROM BERKLEY INSURANCE COMPANY**

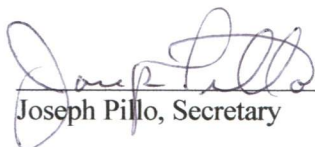
**R-02-17-25**

**WHEREAS**, CalAtlantic Group, Inc., has submitted a Performance Bond (No. 0206571) for the aforementioned Project, in the Township of Gloucester, County of Camden and State of New Jersey from Berkley Insurance Company in the amount of \$94,816.80, guaranteeing the maintenance of certain improvements as required by the Gloucester Township Municipal Utilities Authority ("GTMUA" and/or "Authority") as a condition of the approval of a Form "C" application for the construction of forty (40) new townhomes, located at Iron Gate Road in the Township of Gloucester, County of Camden and State of New Jersey; and

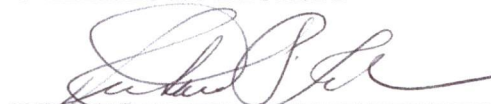
**WHEREAS**, the Performance Bond has been approved by the Solicitor as to form and sufficiency by letter opinion dated February 14, 2017.

**NOW, THEREFORE, BE IT RESOLVED** by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority, that it hereby accepts the Bond in the form attached hereto and made a part hereof.

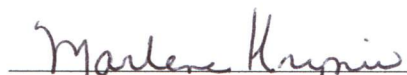
**ATTEST:**

  
Joseph Pillo, Secretary

**GLOUCESTER TOWNSHIP MUNICIPAL  
UTILITIES AUTHORITY**

  
Richard P. Calabrese, 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 February 16, 2017.

  
Marlene Hrynio, Administrative Secretary  
Dated: February 16, 2017



# 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

February 14, 2017

Raymond J. Carr, Executive Director  
GLOUCESTER TOWNSHIP MUNICIPAL  
UTILITIES AUTHORITY  
Landing Road, Chews Landing  
P.O. Box 216  
Glendora, New Jersey 08029-0216

**RE: CalAtlantic Group, Inc.  
Iron Gate  
Performance Bond – Subdivision No. 0206571  
Berkley Insurance Company**

Dear Mr. Carr:

On or about September 17, 2015 the Gloucester Township Municipal Utilities Authority ("GTMUA" and/or "Authority") approved a Contingent Form "B" application submitted by CalAtlantic ("Iron Gate") for the construction of forty (40) single family homes subject to the terms and conditions set forth in the September 7, 2015 letter from Brick Engineering ("Brick"). A letter dated February 11, 2017 from Brick required Iron Gate to post a Surety in the amount of \$94,816.80 to cover the entirety of the sewer improvements.

Thereafter, Iron Gate submitted a Performance Subdivision Bond No. 0206571 in the amount of \$94,816.80 from Berkley Insurance Company ("Berkley"). I have the Performance Subdivision Bond, the All-Purpose Acknowledgement, the Power of Attorney and related engineering correspondence.

The State of New Jersey has compiled a list of surety companies designated as acceptable to provide payment or performance/maintenance bonds as required by N.J.S.A. 2A:44-143 & 144. Berkley is listed as an approved surety (#32603). Accordingly, Berkley is licensed by the State of New Jersey, Department of Banking and Insurance and is authorized to conduct business in the State of New Jersey.



Raymond J. Carr, Executive Director  
February 14, 2017  
Page 2

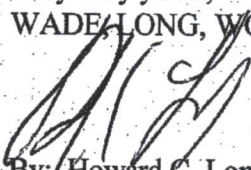
**RE: CalAtlantic Group, Inc.  
Iron Gate  
Performance Bond – Subdivision No. 0206571  
Berkley Insurance Company**

Western has an A.M. Best Rating of A+ (Superior). This rating is assigned to companies that have a superior ability to meet their ongoing insurance obligations, and as such, such a rating signifies that Berkley has a superior ability to meet their ongoing obligations to policyholders.

The Performance Subdivision Bond is in the appropriate form and is enforceable. I recommend that a Resolution be placed on the Agenda for an upcoming meeting accepting the fully executed Performance Subdivision Bond.

Should you require any further clarification, please do not hesitate to contact me.

Very truly yours,  
WADE LONG, WOOD & LONG, LLC

  
By: Howard C. Long, Jr.  
Solicitor, GTMUA

HCL/cmv

cc: Chairman and Members, GTMUA  
Thomas Leisse, PE, CME  
Joseph T. Brickley, PE, CME  
Marlene Hrynio, Administrative Secretary

**PERFORMANCE BOND  
SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS: That we, CalAtlantic Group, Inc., as Principal, and Berkley Insurance Company, as Surety are held and firmly bound unto Gloucester Township Municipal Utilities Authority, as Obligee, in the sum of Ninety Four Thousand Eight Hundred Sixteen and 80/100 Dollars (\$94,816.80), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, That, Whereas, said Principal has entered into an agreement with said Obligee, dated \_\_\_\_\_, in which said Principal agrees to construct improvements located at Iron Gate, TWP #112042DaDPC, described as follows:

Public Sewer System

and, as a condition of approving said Subdivision, the Principal is required to give a bond to guarantee completion of improvements.

NOW, THEREFORE, if the said Principal shall well and truly do and perform all the covenants and obligations of said agreement on its part to be done and performed at the time and in the manner specified therein, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect and, in addition, Surety agrees to pay reasonable attorneys' fees in the event that it becomes necessary to bring an action to enforce this bond.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Los Angeles, California this 1st day of February, 2017.

CalAtlantic Group, Inc.  
(Principal)

By: \_\_\_\_\_

Berkley Insurance Company  
(Surety)

By: \_\_\_\_\_

Tracy C. Aston, Attorney-in-Fact

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On FEB - 1 2017 before me, Edward C. Spector, Notary Public, personally appeared Tracy C. Aston who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(~~ies~~), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

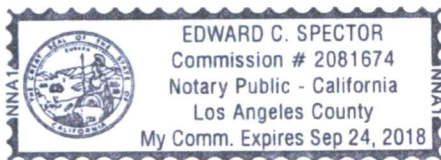
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



Signature of Notary Public





POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Thomas S. Branigan, Ashraf Elmasry, Edward C. Spector, Simone Gerhard, Daravy Mady, Tracy C. Aston or James A. Ross of Aon Risk Insurance Services West, Inc. of Los Angeles, CA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety Group, LLC, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 13 day of February, 2013.

Attest:

(Seal)

By

Ira S. Lederman  
Senior Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 13 day of February, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

EILEEN KILLEEN  
NOTARY PUBLIC, STATE OF CONNECTICUT  
MY COMMISSION EXPIRES JUNE 30, 2017

Eileen Killeen  
Notary Public, State of Connecticut

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

(Seal)

Andrew M. Funa

**FEB - 1 2017**

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

**RESOLUTION**  
**GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**  
**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PERFORMANCE,**  
**PAYMENT AND TWO-YEAR MAINTENANCE BOND,**  
**POSTED BY ALLSTATE POWER VAC, INC.,**  
**FROM BERKLEY INSURANCE COMPANY**

**R-02-17-26**

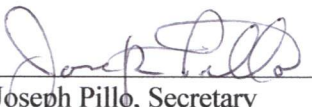
**WHEREAS**, Allstate Power Vac, Inc., has submitted a Performance, Payment and Two-Year Maintenance Bond (No. 206450) for the aforementioned Project, in the Township of Gloucester, County of Camden and State of New Jersey from Berkley Insurance Company in the amount of \$126,360.00, guaranteeing that the principal will perform the aforementioned Contract and maintain the work as required by the Gloucester Township Municipal Utilities Authority; and

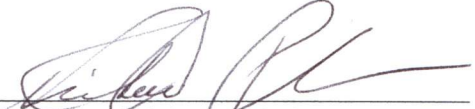
**WHEREAS**, the Performance, Payment and Two-Year Maintenance Bond has been approved by the Solicitor as to form and sufficiency by letter opinion dated February 14, 2017.

**NOW, THEREFORE, BE IT RESOLVED** by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority that Performance, Payment and Two-Year Maintenance Bond is hereby accepted.

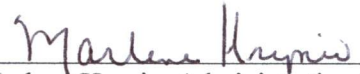
**ATTEST:**

**GLOUCESTER TOWNSHIP MUNICIPAL  
UTILITIES AUTHORITY**

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

  
\_\_\_\_\_  
Richard P. Calabrese, 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 February 16, 2017.

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

Dated: February 16, 2017



# 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

February 14, 2017

Raymond J. Carr, Executive Director  
GLOUCESTER TOWNSHIP MUNICIPAL  
UTILITIES AUTHORITY  
Landing Road, Chews Landing  
P.O. Box 216  
Glendora, New Jersey 08029-0216

**RE: Allstate Power Vac, Inc.  
Performance, Two-Year Maintenance Bond No. 206450  
Berkley Insurance Company**

Dear Mr. Carr:

I have reviewed Performance, Two-Year Maintenance and Labor and Materials Payment Bonds No. 206450 submitted by Allstate Power Vac, Inc., ("Allstate") in the amount of \$126,360.00 from Berkley Insurance Company ("Berkley"). I have also reviewed the All-Purpose Certificate of Acknowledgement and the Power of Attorney.

The State of New Jersey has compiled a list of surety companies designated as acceptable to provide payment or performance/maintenance bonds as required by N.J.S.A. 2A:44-143 & 144. Berkley is listed as an approved surety (N.A.I.C. #32603). Accordingly, Berkley is licensed by the State of New Jersey, Department of Banking and Insurance and is authorized to conduct business in the State of New Jersey. Berkley has an A.M. Best Rating of A+ (Superior). This rating is assigned to companies that have a superior ability to meet their ongoing insurance obligations and, as such, such a rating signifies that Berkley has a superior ability to meet their ongoing obligations to policyholders.

The Performance, Two-Year Maintenance and Labor and Materials Payment Bonds are in the appropriate form and is enforceable. I recommend that a Resolution be placed on the Agenda

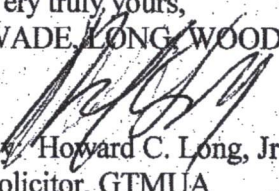


Raymond J. Carr, Executive Director  
February 14, 2017  
Page Two

**RE: Allstate Power Vac, Inc.  
Performance, Two-Year Maintenance Bond No. 206450  
Berkley Insurance Company**

for an upcoming meeting accepting the fully executed Performance, Two-Year Maintenance and Labor and Materials Payment Bonds.

Very truly yours,  
WADE, LONG, WOOD & LONG, LLC

  
By: Howard C. Long, Jr.  
Solicitor, GTMUA

HCL/cmv

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

EXECUTED IN DUPLICATE

BOND NO. 206450

PREMIUM: \$2,093.00

Premium charged is for the contract term and is subject to adjustments based on contract price.

CONTRACT (Continued)

PERFORMANCE, PAYMENT AND TWO-YEAR MAINTENANCE BOND

CONTRACT NO. GTUA 1611

BOND NO.

Know all men by these presents, that we, the undersigned ALLSTATE POWER VAC, INC., as principal and Berkley Insurance Company, as sureties, are hereby held and firmly bound unto the Gloucester Township MUA in the penal sum of One Hundred Twenty Six Thousand Three Hundred Sixty\* \$8.00/100 (\$126,360.00) dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this 23rd day of January, 2017,

The condition of the above obligation is such that whereas, the above named principal did on the 19th day of January, 2017, enter into a contract with the Gloucester Township MUA, which said contract is made a part of this the bond the same as though set forth herein;

Now, if the said principal and surety shall well and faithfully do and perform the things agreed to be done and performed according to the terms of said contract, and shall pay all lawful claims of subcontractors, materialmen, laborers, persons, firms or corporations for labor performed or materials, provisions, provender or other supplies or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of any subcontractor, materialman, laborer, person, firm or corporation having a just claim, as well as for the obligee herein; and shall continue said obligation for two years from the date of completion and acceptance of the work to be performed under the said contract to guarantee against defects in the work which, in the judgement of the obligee or its successors or assigns having jurisdiction in the premises, are caused by defective or inferior materials and/or workmanship, then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract or in or to the plans or specifications therefor shall in anywise affect the obligation of said surety on its bond.



CONTRACT (Continued)

The Principal and the Surety agree that in case of default in and/or any action arising out of this Bond, the Obligor or any person, association, partnership and/or corporation who shall be entitled to institute and maintain an action upon this Bond, as above provided, may use, for the purpose of the establishment of the claim, a copy of this Bond, duly certified by the Obligor to be true and correct; and the Principal and the Surety agree that any action instituted upon any part of this Bond shall not be a bar to any subsequent action upon the same part or any other part of this Bond.

Each reference in this Bond to the Obligor shall also include the officers, employees and representatives of said Obligor.

It is the intention of the parties hereto to be legally bound by this instrument.

IN WITNESS THEREOF THE said Principal and Surety have duly executed this Bond in triplicate under seal and day and year first above written.

SIGNED, SEALED AND DATED THIS 23rd day of January, 2017.

Attest: [Signature]  
DAN COON SCLY

ALLSTATE POWER VAC, INC.  
Principal  
By [Signature] (L.S.)  
LOUIS GALASSO III  
PRESIDENT  
Title of Officer

Secretary (SEAL)

Berkley Insurance Company  
Surety

475 Steamboat Road, Greenwich, CT 06830

Address

JAN 23 2017

Witness  
Attest: By [Signature]  
Christine Maestas, V.P. Surety

By [Signature] (L.S.)

Edward N. Hackett, Attorney-in-Fact

Title of Officer

(SEAL)

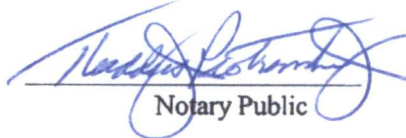


CONTRACT (Continued)

ACKNOWLEDGMENT OF PRINCIPAL, IF A CORPORATION  
(FOR EXECUTION OF BOND)

STATE OF NEW JERSEY )  
 )  
COUNTY OF UNION )

On this 15th day of JANUARY, 2017, before me personally came and appeared Levis Crankford, to me known, who being by me duly sworn did depose and say that he resides at 19 Kinglet Dr. So., CRANFORD, NJ 08512 that he is the PRESIDENT of AUSTATE POWER VAC, INC. the Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that one of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of the directors of said Corporation, and that he signed his name thereto by like order.

  
Notary Public (SEAL)

**THADDEUS J. PIOTROWSKI, JR.**  
**NOTARY PUBLIC OF NEW JERSEY**  
My Commission Expires May 3, 2021

ACKNOWLEDGMENT OF PRINCIPAL, IF A FIRM OR PARTNERSHIP  
(FOR EXECUTION OF BOND)

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared \_\_\_\_\_, to me known to be one of the members of the firm of \_\_\_\_\_

described in and who executed the foregoing instrument and he acknowledged to me that he executed the same as and for the act and deed of said firm.

\_\_\_\_\_  
Notary Public (SEAL)

CONTRACT (Continued)

ACKNOWLEDGMENT OF PRINCIPAL, IF AN INDIVIDUAL  
(FOR EXECUTION OF BOND)

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came and appeared  
, to me known to be the person described in and who executed the foregoing instrument and  
acknowledged that he executed same.

\_\_\_\_\_  
Notary Public (SEAL)

ACKNOWLEDGMENT OF SURETY COMPANY  
(FOR EXECUTION OF BOND)

STATE OF SEE ATTACHED )  
 )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came  
, to me personally known to me to be the \_\_\_\_\_ of  
the Corporation described in and which executed the with instrument, who being by me duly sworn,  
did depose and say that he resides at  
, that he is the \_\_\_\_\_ of the said Corporation; that he knows the seal of said  
Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed  
by order of the Board of Directors of said Corporation and that he signed his name thereto by like  
order.

\_\_\_\_\_  
Notary Public (SEAL)

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

*A notary public or other officer completing this certificate verified only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

County of Orange


On JAN 23 2017 before me, C. Maestas, Notary Public,  
(Here insert name and title of the officer)

personally appeared Edward N. Hackett,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

  
Signature of Notary Public



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Bond No. 206450

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 4 Document Date JAN 23 2017

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)  
☐ Corporate Officer

(Title)

- ☐ Partner(s)  
☒ Attorney-in-Fact  
☐ Trustee(s)  
☐ Other

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is she) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.

- ☐ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
- ☐ Indicate title or type of attached document, number of pages and date.
- ☐ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

Securely attach this document to the signed document



POWER OF ATTORNEY  
BERKLEY INSURANCE COMPANY  
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: **Edward N. Hackett or Christine Maestas of Hackett Bonds & Insurance Services, LLC of Irvine, CA** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Twenty Five Million and 00/100 U.S. Dollars (U.S.\$25,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

**RESOLVED**, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

**RESOLVED**, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

**RESOLVED**, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

**RESOLVED**, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 10 day of May, 2013.

Attest:

(Seal)

By

Ira S. Lederman  
Senior Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter  
Senior Vice President

**WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.**

STATE OF CONNECTICUT )

) ss:

COUNTY OF FAIRFIELD )

Sworn to before me, a Notary Public in the State of Connecticut, this 10 day of May, 2013, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

Kathleen Corey  
Notary Public, State of Connecticut

KATHLEEN COREY  
NOTARY PUBLIC  
CONNECTICUT  
MY COMMISSION EXPIRES OCTOBER 31, 2017

**CERTIFICATE**

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 23 day of JAN 23 2017.

(Seal)

Andrew M. Tuma

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**RESOLUTION**  
**GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**  
**RESOLUTION AUTHORIZING TERMINATION OF COMMUNICATIONS SITE**  
**LEASE AGREEMENT WITH CRICKET COMMUNICATIONS**

**R-02-17-27**

**WHEREAS**, the Gloucester Township Municipal Utilities Authority ("Authority") entered into a Communications Site Lease Agreement with Cricket Communications on or about June 16, 2008; and

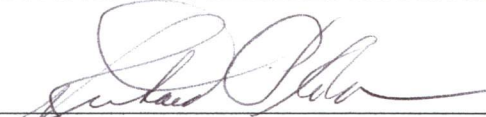
**WHEREAS**, the Authority has received a Notice of Intent to Terminate letter from Cricket Communications, dated January 11, 2017, consistent with the original contract terms; and

**NOW, THEREFORE, BE IT RESOLVED** by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority that the Communications Site Lease Agreement with Cricket Communications is hereby terminated effective February 28, 2017.

**ATTEST:**

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

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

  
\_\_\_\_\_  
Richard P. Calabrese, 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 February 16, 2017.

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

Dated: February 16, 2017





January 11, 2017

Gloucester Township Municipal Utilities Authority  
Landing Road & Chews Landing  
PO Box 216  
Glenora, NJ 08029-0216

RE: Termination of Site Lease  
Cricket Site ID: PHL-295A-G-NT2  
Site Address: 401 Landing Road, Blackwood, Camden, NJ, 08012

Dear Landlord:

Please allow this letter to serve as the official thirty (30) days written notice that Cricket Communications, Inc. will terminate the above referenced Lease pursuant to Section 7(c) of the Site Lease Agreement. Therefore, the termination effective date shall be February 28, 2017.

If you have any questions, please feel free to contact me at (425) 553-6303 or [Ryan.Waters@cricketwireless.com](mailto:Ryan.Waters@cricketwireless.com).

Sincerely,

A handwritten signature in blue ink that reads "Ryan Waters".

Ryan Waters  
Sr. Manager Corp Real Estate  
National Real Estate  
Cricket Communications, Inc.



# WADE, LONG, WOOD & LONG, LLC

Attorneys at Law

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

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

February 14, 2017

Raymond J. Carr, Executive Director  
GLOUCESTER TOWNSHIP MUNICIPAL  
UTILITIES AUTHORITY  
Landing Road, Chews Landing  
P.O. Box 216  
Glendora, New Jersey 08029-0216

**RE: Cricket Site IS: PHL-295A-G-NT2**  
**401 Landing Road, Blackwood, New Jersey**  
**Site Lease – Ground Space Only**  
**Gloucester Township Municipal Utilities Authority**

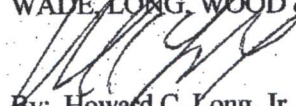
Dear Mr. Carr:

On or about June 16, 2008, the Gloucester Township Municipal Utilities Authority ("GTMUA" and/or "Authority") entered into a Site Lease for Ground Space only with Cricket Communications, Inc., with offices located at 10307 Pacific Court, San Diego, California ("Cricket" and/or "Tenant").

On January 11, 2017, Cricket notified the GTMUA of its intention to terminate the Ground Lease which had an initial monthly rental amount of \$489.00 per month. Cricket seeks to terminate the Lease effective February 28, 2017.

In accordance with the terms of the Lease Agreement, Cricket maintains the right to terminate this Lease Agreement upon thirty (30) days notice to the GTMUA for "any reason". Accordingly, Cricket is in compliance with the Lease Agreement and may terminate the arrangement as reflected in its correspondence. I have also reviewed the Resolution Authorizing Termination of the Lease Agreement and find it to be in the appropriate form. Should you require any further clarification, please do not hesitate to contact me.

Very truly yours,  
WADE, LONG, WOOD & LONG, LLC

  
By: Howard C. Long, Jr.  
Solicitor, GTMUA

HCL/cmv

cc: Chairman and Members, GTMUA  
Marlene Hrynio, Administrative Secretary

**RESOLUTION**  
**GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**  
**RESOLUTION ADOPTING A CASH MANAGEMENT PLAN FOR THE**  
**FISCAL YEAR 2017-2018 IN ACCORDANCE WITH NEW JERSEY**  
**DEPARTMENT OF COMMUNITY AFFAIRS**  
**DIVISION OF LOCAL GOVERNMENT SERVICES**

**R-02-17-29**

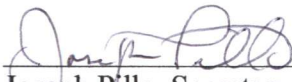
**WHEREAS**, the Gloucester Township Municipal Utilities Authority, County of Camden and State of New Jersey is required to adopt a Cash Management Plan for the fiscal year 2017-2018 in accordance with the New Jersey Department of Community Affairs, Division of Local Government Services; and

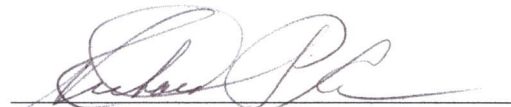
**WHEREAS**, after due deliberation, the Commissioners have determined that it is appropriate and necessary for the Authority to adopt the Cash Management Plan;

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners of the Gloucester Township Municipal Utilities Authority, County of Camden and State of New Jersey that the Authority be and hereby adopts a Cash Management Plan in accordance with the New Jersey Department of Community Affairs, Division of Local Government Services for the fiscal year 2017-2018 as attached.

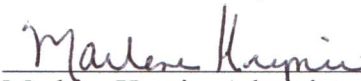
**ATTEST:**

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

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

  
\_\_\_\_\_  
Richard P. Calabrese, 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 February 16, 2017.

  
\_\_\_\_\_  
Marlene Hrynio, Administrative Secretary  
Dated: February 16, 2017



**THE GLOUCESTER TOWNSHIP MUNICIPAL  
UTILITIES AUTHORITY**

**CASH MANAGEMENT PLAN  
FISCAL YEAR 2015-2016  
MARCH 1, 2017 TO FEBRUARY 28, 2018**

Pursuant to the requirement of N.J.S.A 40A:5-14, et., and N.J.A.C 5:31-3.1, the following is the Cash Management plan of the Gloucester Township Municipal Utilities Authority for the fiscal year indicated above:

I. Designated Legal Public Depository

A. The designated legal public depository of the Authority shall be a state or federally chartered bank, savings bank or an association located in the State of New Jersey or a state or federally chartered bank, savings bank or an association located in another state with a branch office in this State, the deposits of which are public funds on deposit and which otherwise qualifies as a "public depository" pursuant to the requirements of the Governmental Unit Deposit Protection Act, N.J.S.A 17:0-41, et seq. TD Bank N.A. and Fulton Bank of N.J. are hereby designated as the legal public depositories of the Authority.

II. Accounts held by Designated Legal Public Depository

A. Revenue Account. There shall be maintained in the designated legal public depository a Revenue Account, the purpose of which is to receive all monies from any source by or on behalf of the Authority. Pursuant to the requirements of N.J.S.A. 40A:5-15, all monies received from any source by or on behalf of the Authority shall, within 48 hours after the receipt thereof, be deposited to the credit of the Authority in the Revenue Account. The designated legal public depository shall transfer all funds held in its local Revenue Account to the Revenue Fund held by the Trustee, every Thursday of the month with the exception of 10%.

B. Operating Fund Checking Account. There shall be maintained in the designated legal depository an Operating Fund Account, the purpose of which is to receive all monies which are designated for payment of Operating Costs. The Trustee, on the first working day of each month, by written request of the Administrative Secretary shall deposit the amount requested by requisition into the Operating Fund Checking Account out of the Revenue Trustee Fund to pay the cost of Operating expenses for the month.

C. Plans & Specifications Checking Account. There shall be maintained in one of the designated legal depositories a Plans & Specifications Account, the purpose of which is to receive all monies which are designated for the payment of planning escrow fees. Pursuant to the requirement of N.J.S.A. 40A:5-a5, all monies received by any source by or on behalf of the Authority which are designated for



the payment of planning escrow fees shall, within 48 hours after the receipt thereof, be deposited to the credit of the Authority in the Plans & Specifications Account. Monies shall pay for costs incurred for inspection, engineering review, legal review or for other services provided to or on behalf of the development for which the escrow fees were paid, in accordance with the rules and regulations of the Authority.

D. Renewal and Replacement Checking Account. There shall be maintained in the designated legal depository a Renewal and Replacement Account, the purpose of which is to receive all monies which are designated for the payment of Capital Projects. The Trustee shall withdraw from the Renewal and Replacement Fund amounts requisitioned by the Authority for, and apply the same to the reasonable and necessary costs of the Authority with respect to the System for major repairs, renewals, replacements or maintenance items of a type not recurring annually or at shorter intervals. The Trustee shall apply such amounts to such costs by transferring the same to the Authority for application thereto. Before any such transfer shall be made, the Authority shall file with the Trustee:

1. Its resolution thereof, stating the amount of such cost and describing in reasonable detail the purpose of such expenditure; and
2. A signed Consulting Engineer's Certificate attached to such requisition stating the purpose of such expenditure and the amount of such expenses.

E. Payroll Checking Account. There shall be maintained in the designated legal public depository a Payroll Account which shall be a sub-account of the Operating Account. Monies shall be transferred from the Operating Account into the Payroll Account on a weekly basis to meet the payroll requirements of the Authority.

F. All accounts maintained in the designated legal depository shall be interest bearing accounts and shall be maintained as business checking accounts in order to obtain the highest interest rate available from the designated legal public depository for demand deposits.

### III. Funds Held by the Authority in House

A. Petty Cash Fund The Authority shall maintain a Petty Cash Fund in the office of the Authority. The purpose of the Petty Cash Fund is to pay small miscellaneous expenses of the Authority in cash, as authorized by the Executive Director, Accounts Payable personnel or the Administrative Secretary. The Petty Cash Fund shall not exceed \$200.00 in cash at any one time. A record shall be maintained of all monies withdrawn from the Petty Cash Fund.

B. Accounts Receivable Department The Authority shall maintain cash drawers for each clerk in the Accounts Receivable Department in an amount no greater than \$100.00 after depositing the excess money received each day into the Revenue Account.

IV. Accounts Held by the Designated Trustee/TD Bank N.A.

A. Pursuant to the requirements of the Resolution Authorizing the issuance of Revenue Bonds, adopted April 15, 1993, the Trustee is required to make payments as of the fifteenth days of January, April, July, and October in each Fiscal Year, after reserving in the Revenue Fund the amount estimated (after taking into consideration other monies available or to be available for the Operating Expenses during the first day of each calendar month out of any remaining monies in the Revenue Fund, make payments into the several Funds, but as to each such Fund only within the limitation herein below indicated with respect thereto and only after maximum payment with such limitations into every such Fund previously mentioned in the following tabulation:

1. Into the Debt Service Fund to the extent (if any) needed to increase the amount in the Debt Service Fund so that it equals a pro rata portion of the Debt Service Requirement for the then-current Fiscal Year.

2. Into the Debt Service Reserve Fund, to the extent (if any) needed to increase the amount in the Debt Service Reserve Fund so that over the course of one (1) calendar year after any draw thereon, it equals the Debt Service Reserve Requirement (defined as the Maximum Annual Debt Service Requirement on outstanding Bonds, including the 1993 Bond, the 2001 NJEIT Loan, the 2004 NJEIT Loan, the 2008 NJEIT Loan and the 2010 NJEIT Loan), through equal monthly repayments; any repayment of amounts required by this requirement shall be credited to the remaining installment requirements in reverse order thereof.

3. Into the Renewal and Replacement Fund, held in the fund for the other purposes thereof hereinafter set forth.

B. Special Instructions to Trustee:

1. On a monthly basis, the Trustee shall transfer the amount requisitioned by the Authority's Administrative Secretary to pay operating expenses for the month into the Authority's Operating Account maintained in the designated legal public depository.

2. On a monthly basis, the Trustee shall transfer the amount requisitioned by the Authority's Consulting Engineer to pay expenses for the previous month into the Renewal and Replacement Checking Account maintained in the designated legal public depository.



V. Investments of Revenue Account, Debt Service Fund, Debt Service Reserve and Renewal & Replacement Amounts

A. Amounts held within the Revenue Account, Debt Service Fund, Debt Service Reserve and Renewal and Replacement shall be subject to investment.

VI. Check Cashing Prohibited

A. The Authority shall not engage in the practice of cashing checks with public funds.

VII. Approval, Amendment and Administration of Plan

A. The cash management plan shall be approved annually by majority vote of the Authority and may be modified from time to time in order to reflect changes in federal or state law regulations, or in the designations of depositories, fund or investment instruments or the authorization for investments. The Executive Director or Administrative Secretary, shall be charged with administering the plan. The person so charged with administering the plan shall consult with the Authority Solicitor, Consulting Engineer, Auditor and Investment Broker from time to time to insure the proper administration of the plan.

B. The person charged with administering the plan shall deposit or invest the monies of the Authority as designated or authorized by the cash management plan and shall thereafter, be relieved of any liability for loss of such monies due to the insolvency or closing of any depository designated by or the decrease in value of any investments authorized by the cash management plan.

VIII. Investment Broker

A. Pursuant to the requirements of N.J.S.A. 40A:5-15-1.d. any investments not purchased and redeemed directly from the issuer, government money market mutual fund, local government investment pool or the State of New Jersey Cash Management Fund, shall be purchased and redeemed only through the use of a national or state bank located within this State or through a broker-dealer which at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to N.J.S.A.49:3-56 and the Gloucester Township Municipal Utilities Authority 1993 Bond Resolution Article V, Section 5.01 and Section 5.02 has at least \$75 million in capital stock, surplus reserves for contingencies and undivided profits, or through a securities dealer who make primary markets in U.S. Government Securities and reports daily to the Federal Reserve Bank of New York its position and borrowing on such U.S. Government Securities. TD Bank, N.A., Corporate Trust Services, 1006 Astoria Blvd., Cherry Hill, New Jersey 08034 is hereby designated as Investment Broker for the Authority.



B. The Authority authorizes the Investment Broker to act for and on behalf of the Authority and to use monies which the Authority may have on hand for investment purposes in the Debt Reserve Fund, and Renewal and Replacement Fund to purchase only the types of securities such as Government Securities, Repurchase agreements, and investment pools which are authorized by law and the 1993 Bond Resolution to be purchased by the Authority and which, if suitable for registry, shall be registered in the name of the Gloucester Township Municipal Utilities Authority. The Investment Broker shall be guided by the investment policies of this cash management plan and the 1993 Bond Resolution but shall otherwise use its best professional judgment in making investment decisions.

IX. Payment of bills by the Authority

A. The Authority shall not pay out any of its monies:

1. Unless the person claiming or receiving the same shall first present a detailed bill of items or demand, specifying particularly how the bill or demand is made up, with the certification of the party claiming payment that it is correct,

2. And unless it carries a certification of some supervisory personnel of the Authority having knowledge of the facts that the goods have been received by, or the services rendered to, the Authority.

3. Provide for and authorize payment of advances to officers and employees of the Authority toward their expenses for authorized official travel and incidental expenses, in a manner consistent with N.J.S.A. 40A:5-16-1;

X. Collection of Gross Revenues

A. The Authority shall do all acts and things necessary and reasonably possible to entitle it to receive and enforce payment of Services Charges , Connection Fees and Annual Charges and collect Gross Revenues with respect to the System at all times.

XI. Solid Waste

A. All monies collected under the Solid Waste Program are to be deposited within 48 hours of receipt into the Revenue Account.

B. All NJ State Sales Tax collected for sale of compost is paid quarterly.

XII. Auditor

A. The Cash Management Plan is subject to an annual Audit by the Authority' s appointed auditor.

**RESOLUTION  
OF  
THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

**R-02-17-30**

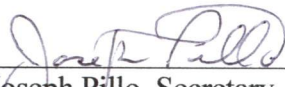
**WHEREAS**, the Gloucester Township Municipal Utilities Authority has billed \$184.00 for the four quarters in 2017 to the property designated as 539 Hollywood Drive, Block 3307, Lot 4, Account Number 80851-0, Gloucester Township, New Jersey; and

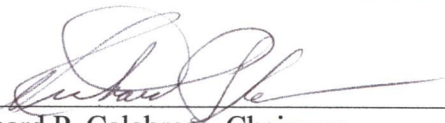
**WHEREAS**, said billing should be adjusted for the following reason; property had a fire on February 23, 2016 and the property is uninhabitable. Therefore, the charge of \$184.00 for the above referenced quarters should be removed and the maintenance screen turned off until the property is habitable.

**NOW, THEREFORE, BE IT RESOLVED**, by the Chairman and Commissioners of the Gloucester Township Municipal Utilities Authority, that the above charge be removed from the above mentioned property, and the maintenance screen turned off for the above stated reason until the property is habitable.

**ATTEST:**

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

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

  
\_\_\_\_\_  
Richard P. Calabrese, 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 February 16, 2017.

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

Dated: February 16, 2017



Commissioners  
Richard P. Calabrese  
Chairman  
Frank Simiriglia  
Vice Chairman

Board Members  
Dora M. Guevara  
Joseph Pillo  
Glen Bianchini  
Dorothy Bradley  
Ken Garbowski



**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

401 W. Landing Road, Blackwood, NJ 08012  
P.O. Box 216, Glendora, NJ 08029-0216  
Phone: (856) 227-8666 • FAX: (856) 227-5668

**PHYSICAL INSPECTION REQUEST**

Raymond J. Carr  
Executive Director

Marlene Hrynio  
Administrative Secretary

Howard C. Long Jr, Esq.  
Solicitor

Thomas Leisse, PE, CME  
Consulting Engineer

**ADDRESS:** 539 Hollywood Drive, Magnolia, NJ 08049

**Block:** 3307

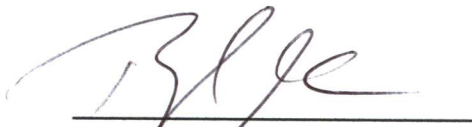
**Lot:** 4

**Permit:**

**Account #:** 80851-0

**REQUEST NEEDED:** House Fire on 02/23/16

Inspected on 02/08/17 – Uninhabitable.

  
\_\_\_\_\_  
Raymond J. Carr  
Executive Director

2-10-17  
\_\_\_\_\_  
Date

**GLOUCESTER TOWNSHIP POLICE DEPARTMENT**  
**INVESTIGATION REPORT**

[illegible]

Case No. 2016-009935





**RESOLUTION  
OF  
THE GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**

**R-02-17-31**

**WHEREAS**, the Gloucester Township Municipal Utilities Authority received a payment in the amount of \$736.00 on January 5, 2017, for the property designated as 1351 Blackwood-Clementon Road, Block 20303, Lot 2, Account #20634-0, Gloucester Township, New Jersey; and

**WHEREAS**, the Accounts Payable Clerk with Monro Muffler Brake Inc. paid for the entire 2017 year in error; 1<sup>st</sup> quarter, 2017 was the intended payment amount; and

**WHEREAS**, Monro Muffler Brake Inc. has requested that \$552.00 be refunded.

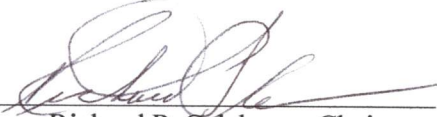
**THEREFORE**, the refund request payment of \$552.00, should be reimbursed to Monro Muffler Brake Inc.

**NOW, THEREFORE, BE IT RESOLVED**, by the Chairman and Commissioners of the Gloucester Township Municipal Utilities Authority, that \$552.00 be reimbursed to Monro Muffler Brake Inc., Account #20634-0, for the above stated reason.

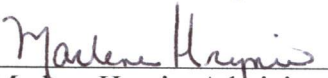
**ATTEST:**

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

  
Joseph Pillo, Secretary

  
Richard P. Calabrese, 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 February 16, 2017.

  
Marlene Hrynio, Administrative Secretary

Dated: February 16, 2017



## Marlene Hrynio

**From:** Joanne Cooley <joanne.cooley@monro.com>  
**Sent:** Thursday, February 02, 2017 11:36 AM  
**To:** Marlene Hrynio  
**Subject:** OVER PAYMENT ON ACCOUNT 20634-0

**Importance:** High

Marleen,

I am requesting a refund for 552.00 on account 20634-0. There is a new person handling the water/sewer bills and the whole year of 2016 was paid instead of the last quarter. We wrote a check on 12/30/16 in the amount of 736.00 and mailed it on 1/1/17. If you need me to provide a copy of the cashed check please let me know. Please see below.

G Session - MMB1035G

File Edit View Communication Actions Window Help

04102 Manual Payment w/Voucher Match Prev Paymt:

Print Payment. . . . . Batch Number

Action Code. . . . .

Supplier Number. . . . . 1494428 THE GLOUCESTER TOWNSHIP

Payment Number. . . . . 1835691 G/L Bank . . . . . 901.1160

Payment Amount. . . . . 736.00 Remark . . . . .

Payment-G/L Date 12/30/16

Remaining. . . . .

Payment Schedule . . . . .

Voucher Number	Pay Itm	Invoice Number	Net Due Date	Amount Applied	0 Am
21296522	001	206340	12/30/16	736.00	

F4=Detls F16=Ledger Inq F11=Supplier F18=Payee Mode F17=Void F24

MA F

1902 - Session successfully started \\mmbprtsrv\Volvo on Ne02:

Thanks

Joanne Cooley  
Monro Muffler Brake Inc.  
A/P Analyst

*Phone 585-784-3410*

*Fax 585-784-3274*







# Utility Account Maintenance

Add Edit Close Delete << >> Detail Notes Letter

Account Id: 20634 - 0 ... Type: COM

Owner: MONRO MUEFLER

Notes Exist

Prop Loc: 1351 BLKWD-CLEM RD ... Serv Loc: 1351 BLKWD-CLEM RD ...

General Additional Sewer Sewer Meter Balances Recent Activity

Recent Billings: Prin

Service Types	Billing Date	Due Date	Amount Billed	Amount Due	Usage
Sewer	12/19/16	10/15/17	184.00	0.00	
Sewer	12/19/16	07/15/17	184.00	0.00	
Sewer	12/19/16	04/15/17	184.00	0.00	
Sewer	12/19/16	01/15/17	184.00	0.00	
Sewer	12/16/15	10/17/16	184.00	0.00	
Sewer	12/16/15	07/15/16	184.00	0.00	
Sewer	12/16/15	04/15/16	184.00	0.00	
Sewer	12/16/15	01/15/16	184.00	0.00	
Sewer	12/12/14	10/15/15	184.00	0.00	
Sewer	12/12/14	07/15/15	184.00	0.00	
Sewer	12/12/14	04/15/15	184.00	0.00	
Sewer	12/12/14	01/15/15	184.00	0.00	

## Recent Payments & Adjustments:

Type	Date	Amount	Info
Payment	01/05/17	736.00	CK 1835691
Payment	09/09/16	184.00	CK 1811355
Payment	06/08/16	184.00	CK 1792325
Payment	04/06/16	184.00	CK 1779462

## Current Balances:

Principal:	.00
Interest:	.00
Total:	.00
Deposit:	.00

Sewer Cycle: 1

Status: Active

Active Date: / /



**THE GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY  
RESOLUTION R-02-17-32**

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**SUPPLEMENTAL BOND RESOLUTION OF THE  
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES  
AUTHORITY AUTHORIZING AND APPROVING THE  
ISSUANCE AND SALE OF UP TO \$1,500,000 OF  
SUBORDINATE REVENUE BONDS, IN ONE OR MORE  
SERIES, OF THE AUTHORITY; AUTHORIZING THE  
EXECUTION AND DELIVERY OF THE LOAN  
AGREEMENTS TO BE EXECUTED BY THE  
AUTHORITY AND EACH OF THE NEW JERSEY  
ENVIRONMENTAL INFRASTRUCTURE TRUST AND  
STATE OF NEW JERSEY, ACTING BY AND THROUGH  
THE NEW JERSEY DEPARTMENT OF  
ENVIRONMENTAL PROTECTION; FURTHER  
AUTHORIZING THE EXECUTION AND DELIVERY OF  
AN ESCROW AGREEMENT, ALL PURSUANT TO THE  
2017 NEW JERSEY ENVIRONMENTAL  
INFRASTRUCTURE TRUST FINANCING PROGRAM;  
AND DETERMINING CERTAIN OTHER MATTERS IN  
CONNECTION THEREWITH**

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**Parker McCay P.A.  
Mount Laurel, New Jersey  
Bond Counsel**

## **BACKGROUND**

**WHEREAS**, The Gloucester Township Municipal Utilities Authority ("Authority") was created by virtue of an ordinance of the Township of Gloucester ("Township") adopted on October 5, 1958 and reorganized as a municipal utilities authority by virtue of an ordinance duly adopted by the Township on November 29, 1963, pursuant to and in accordance with the provisions of the Municipal and County Utilities Authorities Law, consisting of Chapter 183 of the Laws of the State of New Jersey of 1957, and the acts amendatory and supplemental thereto ("Act"); and

**WHEREAS**, the Authority is the owner and operator of sewerage facilities serving the residents of the Township ("System"); and

**WHEREAS**, the Authority is empowered to acquire, construct, maintain, operate and use projects related to its System and to issue bonds of the Authority to finance and refinance such projects relating to said System; and

**WHEREAS**, the Authority has determined there exists a need within its service area to undertake various capital improvements to its System, including: (i) the acquisition of a new vactor truck for cleaning and jetting the sewer lines; (ii) the design, acquisition and implementation of a new communication system for the pump stations; and (iii) rehabilitation of certain portions of the System utilizing slip lining technologies (collectively, the "2017 Project") as further defined in that certain Loan Agreement ("Trust Loan Agreement") to be entered into between the Authority and the New Jersey Environmental Infrastructure Trust ("Trust") and that certain Loan Agreement ("Fund Loan Agreement"; together with the Trust Loan Agreement, the "Loan Agreements") to be entered into between the Authority and the State of New Jersey, acting by and through the New Jersey Department of Environmental Protection ("State"), all pursuant to the 2017 New Jersey Environmental Infrastructure Trust Financing Program ("Program"); and

**WHEREAS**, the Authority has determined to finance a portion of the acquisition, construction, renovation or installation of the 2017 Project with the proceeds of a loan to be made by each of the Trust ("Trust Loan") and the State ("Fund Loan"; together with the Trust Loan, the "Loans") pursuant to the Trust Loan Agreement and the Fund Loan Agreement, respectively; and

**WHEREAS**, the Authority has heretofore issued its Revenue Bonds under and pursuant to a general bond resolution entitled "Resolution Authorizing Revenue Bonds" adopted by the Authority on March 24, 1993, as amended and supplemented (as so amended, the "General Bond Resolution"); and

**WHEREAS**, to evidence the Loans, each of the Trust and the State require the Authority to authorize, execute and deliver its Subordinated Revenue Bonds, 2017A Series to the Trust ("2017A Bonds") and its Subordinated Revenue Bonds, 2017B Series to the State ("2017B Bonds"; together with the 2017A Bonds, the "2017 Bonds"), pursuant to the terms of applicable law and pursuant to the terms of the Loan Agreements and the General Bond Resolution; and



**WHEREAS**, the 2017A Bonds and the 2017B Bonds will be issued as bonds payable out of or secured by a pledge of Gross Revenues subordinated in all respects to the lien and pledge created under the General Bond Resolution, as supplemented in accordance with Section 6.14 of the General Bond Resolution; and

**WHEREAS**, notwithstanding that the 2017A Bonds and the 2017B Bonds will be payable out of and secured by a subordinated pledge of Gross Revenues as hereinabove stated, said bonds shall be otherwise authorized in the same manner and shall (unless the context clearly otherwise requires) be subject to the same requirements (including without limitation the rate covenant set forth in Section 6.10 thereof) as Additional Bonds under the General Bond Resolution; provided, however, that no deposit to the Debt Service Reserve Fund shall be required with respect to said bonds, which, accordingly shall not be entitled to the benefit and security of amounts held in the Debt Service Reserve Fund; and

**WHEREAS**, the Authority and the Township have entered into a Service Agreement, dated October 24, 1983 ("Service Agreement"), providing for and relating to the collection, treatment, purification or disposal of sewage or other wastes in the Authority and the cost and expense of such collection, treatment, purification or disposal of sewage or other wastes and the Authority may assign or pledge at any time for the benefit and security of holders of bonds all of its rights to receive payments from the Township under the Service Agreement; and

**WHEREAS**, the Trust and the State have expressed their desire to close in escrow the making of the Loans, the issuance of the 2017 Bonds and the execution and delivery of the Loan Agreements, all pursuant to the terms of an escrow agreement ("Escrow Agreement") to be entered into between the Trust, the State, the Authority, the escrow agent named therein ("Escrow Agent") and TD Bank, National Association, as successor Trustee to Commerce Bank, National Association for the holders of the 2017 Bonds ("Trustee"); and

**WHEREAS**, to effectuate the financing plan described in the above mentioned paragraphs, it is necessary for the Authority to adopt this supplemental bond resolution and to authorize and approve the issuance of the 2017 Bonds, in an aggregate principal amount of up to \$1,500,000.

**NOW, THEREFORE, BE IT RESOLVED BY THE GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY AND THE MEMBERS THEREOF, AS FOLLOWS:**

## **ARTICLE I**

### **DEFINITIONS AND INTERPRETATIONS**

**Section 1.01 Short Title.** This supplemental resolution may hereafter be cited by the Authority, and is hereafter referred to as the "2017 Supplemental Bond Resolution". The General Bond Resolution, as previously amended and supplemented, and further amended and supplemented by this 2017 Supplemental Bond Resolution are collectively referred to as the "Resolution".

**Section 1.02 Definitions.** As used, mentioned or referred to in this 2017 Bond Resolution, the following words, terms and phrases shall have the meanings ascribed thereto, unless the context shall clearly require otherwise.

**"2017 Supplemental Bond Resolution"** shall mean this 2017 Supplemental Bond Resolution, as the same may from time to time be amended and supplemented.

**"2017 Bonds"** shall mean any of the Bonds of the Authority authorized to be issued by and pursuant to this 2017 Supplemental Bond Resolution.

**Section 1.03 Other Defined Terms.** Capitalized terms, not otherwise defined herein, shall have the meanings ascribed thereto in the General Bond Resolution, unless the context clearly requires otherwise.

**Section 1.04 Interpretations.** As the context shall clearly require, words importing persons include persons, firms, associations (whether incorporated or not incorporated), corporations and other organizations of persons. Words importing the singular number include the plural number and vice versa, and words importing the masculine include the feminine.

## ARTICLE II

### AUTHORIZATION FOR ADOPTION OF 2017 SUPPLEMENTAL BOND RESOLUTION

**Section 2.01 Authorization for the 2017 Supplemental Bond Resolution.** This 2017 Supplemental Bond Resolution is adopted by virtue of the Act, and Article III and Section 8.01(7) of the General Bond Resolution.

**Section 2.02 Resolution to Constitute Contract.** In consideration of the purchase and acceptance of any or all of the 2017 Bonds by those who shall own the same from time to time, the provisions of the 2017 Supplemental Bond Resolution shall be a part of the contract of the Authority with the registered owners from time to time of the 2017 Bonds. Pledges made herein and provisions, covenants and agreements herein and in the General Bond Resolution set forth to be performed by or on behalf of the Authority shall be for the equal benefit, protection and security of the registered owners of any and all of the 2017 Bonds in accordance with the true tenor and meaning of such pledges, provisions, covenants and agreements. Each and every one of the 2017 Bonds, regardless of the time or times of their issuance or authentication shall, when duly authenticated, be of equal rank, without preference, priority or distinction as to payments of principal or redemption price thereof and interest thereon, except as may otherwise be expressly provided herein or in the General Bond Resolution, and shall, for all purposes thereof and hereof, constitute a series of "Bonds" as referred to in Article III thereof.



## ARTICLE III

### AUTHORIZATION OF 2017 PROJECT; DESCRIPTION AND ESTIMATED COSTS THEREOF; AND AUTHORIZATION OF 2017 BONDS

#### **Section 3.01 Authorization of 2017 Project; Description and Estimated Cost.**

Pursuant to Section 25(1) of the Act, *N.J.S.A. 40:14B-25(1)*, the Authority hereby authorizes the completion of the 2017 Project and authorizes and declares the 2017 Project to be an authorized project of the Authority within the meaning of such term, as defined in the Act and a Project (as defined in the General Bond Resolution) for which Additional Bonds may be issued pursuant to Section 3.01(4) of the General Bond Resolution. Pursuant to Section 25(2) of the Act, *N.J.S.A. 40:14B-25(2)*, the total estimated cost of the 2017 Project is hereby stated to be \$1,500,000, exclusive of any contributions to the debt service reserve fund for the 2017 Bonds. Said sum includes deposits, if any, to any reserve funds; legal, financial, engineering and accounting fees; all other professional and advisory fees; printing, bond insurance premium, rating agency fees and all other costs of issuance with respect to the 2017 Bonds.

**Section 3.02 Authorization of 2017 Bonds.** Pursuant to, and in accordance with, Section 26 of the Act, *N.J.S.A. 40:14B-26* and the Resolution, to provide funds for the costs of the 2017 Project, the issuance by the Authority of the 2017 Bonds in the aggregate principal amount of up to \$1,500,000 is hereby authorized, approved, ratified and confirmed.

## ARTICLE IV

### TERMS OF THE 2017 BONDS

**Section 4.01 Terms of the 2017 Bonds.** The 2017 Bonds shall be dated, bear interest at such rate or rates of interest per annum and shall mature on such date or dates as shall be determined by a supplemental resolution of the Authority duly adopted prior to their authentication and delivery. Such supplemental resolution may contain such other terms and provisions with respect to the 2017 Bonds which are not established by the terms of the General Bond Resolution or by the terms hereof and which are not inconsistent with the provisions thereof and hereof.

**Section 4.02 Maturities and Interest Rates.** The 2017 Bonds shall be dated on the dates and in amounts and shall bear interest at the rate or rates of interest as may be established by and as set forth in a Supplemental Resolution.

**Section 4.03 Mandatory Sinking Fund Redemption Provisions.** The 2017 Bonds may be subject to mandatory sinking fund redemption on the dates and in the amounts as shall be established by and as set forth in a Supplemental Resolution.

**Section 4.04 Optional Redemption Provisions.** The 2017 Bonds may be subject to optional redemption on the dates and in the amounts as shall be established by and as set forth in a Supplemental Resolution.

**Section 4.05 Obligation of 2017 Bonds.** The 2017 Bonds shall be issued as "Additional Bonds" pursuant to the terms of Section 3.01 of the General Bond Resolution and, as such, the 2017 Bonds shall be special obligations of the Authority payable from and secured by a pledge of the Gross Revenues of the Authority and from any other funds which are pledged and assigned for the payment of the 2017 Bonds under the terms of the General Bond Resolution, except as provided for in Section 4.08 below. The 2017 Bonds shall be in all respects equally and ratably secured with the other Bonds issued and outstanding under the General Bond Resolution and shall be entitled to the pledge and to all other provisions of the General Bond Resolution and the Service Agreement on an equal basis with the other Bonds which remain outstanding, except as provided for in Section 4.08 below.

**Section 4.06 Form of 2017 Bonds.** The 2017 Bonds, and the Certificate of Authentication thereof, shall be substantially in the form set forth in the General Bond Resolution as Bond Counsel may advise and as the Trust and State shall approve with such omission, insertions and variations as may be required or necessary. The 2017 Bonds shall be issued in fully registered form and shall be payable to the registered owners thereof as to principal and interest in lawful money of the United States of America. The 2017 Bonds will be executed on behalf of the Authority by the manual signatures of the Chairman or Vice Chairman, attested by the Secretary (such execution shall constitute conclusive approval by the Authority of the form of the 2017 Bonds), and shall bear the affixed, imprinted or reproduced seal of the Authority thereon.

**Section 4.07 Sale of 2017 Bonds.** Pursuant to the Act, the 2017A Bonds shall be sold to the Trust and the 2017B Bonds shall be sold to the State at such prices and on such terms and conditions as may be established in a supplemental resolution adopted by the Authority.

**Section 4.08 Series 2017 Bonds as Subordinate Debt under the General Bond Resolution.** The Series 2017 Bonds shall be payable out of and secured by a pledge of Gross Revenues, as such term is defined in the General Bond Resolution, subordinate in all respects to the lien and pledge created by the General Bond Resolution, the Outstanding Bonds of the Authority, and any Additional Bonds which may from time to time be issued pursuant to the General Bond Resolution.

Notwithstanding that the 2017A Bonds and the 2017B Bonds will be payable out of and secured by a subordinated pledge of Gross Revenues as hereinabove stated, said 2017 Bonds shall be otherwise authorized in the same manner and shall (unless the context clearly otherwise requires) be subject to the same requirements (including without limitation the rate covenant set forth in Section 6.10 thereof) as Additional Bonds under the General Bond Resolution; provided, however, that no deposit to the Debt Service Reserve Fund shall be required with respect to said bonds, which, accordingly shall not be entitled to the benefit and security of amounts held in the Debt Service Reserve Fund.



## ARTICLE V

### APPLICATION OF PROCEEDS AND APPOINTMENT OF FIDUCIARY

**Section 5.01 Application of Proceeds.** The 2017 Bonds are hereby directed to be executed by or on behalf of the Authority and delivered to the Trustee for authentication by the Trustee. Thereupon, the 2017 Bonds shall be authenticated by the Trustee, and subject to the fulfillment of the criteria in, *inter alia*, Article III of the General Bond Resolution, delivered by the Trustee to the Authority upon its order. The proceeds of the sale of the 2017 Bonds, including accrued interest, shall be applied in accordance with Section 3.06 of the General Bond Resolution.

**Section 5.02 Appointment of Fiduciary.** TD Bank, National Association, is hereby appointed trustee, paying agent and registrar ("Trustee") in connection with the 2017 Bonds to serve as such pursuant to the terms hereof and the General Bond Resolution. The Chairman, Vice Chairman, Treasurer and Executive Director are each hereby authorized to execute on behalf of the Authority an agreement directed to contract with the Trustee for the services to be provided in connection with the 2017 Bonds.

## ARTICLE VI

### APPROVAL OF FINANCING DOCUMENTS; PAYMENT COVENANT

**Section 6.01 Loan Agreements and Escrow Agreement.** Each of the Trust Loan Agreement, Fund Loan Agreement and the Escrow Agreement are hereby authorized to be executed and delivered on behalf of the Authority by its Chairman, Vice Chairman, Treasurer or Executive Director ("Authorized Officers"), in substantially the forms on file in the office of the Authority, with such changes as the Chairman, Vice Chairman, Treasurer or Executive Director in their respective sole discretion, after consultation with counsel and any advisors to the Authority and after further consultation with the Trust and the State and their representatives, agents, counsel and advisors, shall determine, such determination to be conclusively evidenced by the execution each of such Trust Loan Agreement, Fund Loan Agreement and Escrow Agreement by an authorized officer as determined hereunder. The Secretary or Assistant Secretary of the Authority is hereby authorized to attest to the execution of the Trust Loan Agreement, Fund Loan Agreement and Escrow Agreement by an authorized officer of the Authority as determined hereunder and to affix the corporate seal of the Authority to such documents.

The Authorized Officers of the Authority and the Secretary or Assistant Secretary of the Authority are hereby further severally authorized to execute and deliver and the Secretary or Assistant Secretary of the Authority is hereby further authorized to attest such execution and affix the corporate seal of the Authority to any document, instrument or closing certificate deemed necessary, desirable or convenient by the Authorized Officers or the Secretary or Assistant Secretary of the Authority, as applicable, in their respective sole discretion, after consultation with counsel and any advisors to the Authority and after further consultation with the Trust and the State and their representatives, agents, counsel and advisors, to be executed in connection with the execution and delivery of the Trust Loan Agreement, Fund Loan Agreement and Escrow Agreement and the consummation of the transactions contemplated thereby, which

determination shall be conclusively evidenced by the execution of each such certificate or other document by the party authorized hereunder to execute such certificate or other document and to perform such other actions as the Authorized Officers deem necessary, desirable or convenient in relation to the execution and delivery thereof.

**Section 6.02 Covenant to Pay Principal and Interest.** The Authority hereby covenants and agrees with and for the benefit of the holders, from time to time, of the 2017 Bonds, that it will pay interest on and principal thereof when due.

## ARTICLE VII

### TAX MATTERS

**Section 7.01 Tax Covenants.** The Authority hereby covenants that it will not make any use of the proceeds of the 2017 Bonds or do or suffer any other action that would cause: (i) the 2017 Bonds to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Income Tax Regulations promulgated thereunder; (ii) the interest on the 2017 Bonds to be included in the gross income of the owners thereof for federal income taxation purposes; or (iii) the interest on the 2017 Bonds to be treated as an item of tax preference under Section 57(a)(5) of the Code.

**Section 7.02 Additional Tax Covenants.** The Authority hereby covenants as follows: (i) it shall timely file with the Ogden, Utah Service Center of the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; (ii) it shall take no action that would cause the 2017 Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code; and (iii) it shall pay, or cause to be paid, to the United States Treasury in the manner and at the time prescribed in Regulations §§1.148-1 through 1.148-11, 1.149(b)-1, 1.149(d)-1, 1.149(g)-1, 1.150-1 and 1.150-2, as such regulations and statutory provisions may be modified insofar as they apply to the 2017 Bonds, an amount equal to the rebatable arbitrage earned by investing proceeds of the 2017 Bonds.

## ARTICLE VIII

### MISCELLANEOUS

**Section 8.01 Amendments; Supplements.** At any time, a supplemental resolution of the Authority may be adopted for the purpose of supplementing the General Bond Resolution or amending or supplementing this 2017 Supplemental Bond Resolution upon the terms and conditions set forth herein and in the General Bond Resolution.

**Section 8.02 No Personal Liability on the 2017 Bonds.** As provided in Section 33 of the Act, *N.J.S.A. 40:14B-33*, neither the members of the Authority nor any person executing the 2017 Bonds shall be personally liable on the 2017 Bonds by reason of execution or issuance thereof. As an explicit and material portion of the consideration for the adoption of the 2017 Supplemental Bond Resolution and the issue of the 2017 Bonds, no member, officer or employee of the Authority shall be personally liable for the indebtedness evidenced by the 2017



Bonds or pursuant to any claim thereon or alleged to arise from this 2017 Supplemental Bond Resolution.

**Section 8.03 Acts of Officers.** The Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretary and Executive Director of the Authority are hereby jointly and severally authorized and directed to do and perform all things and execute all documents including the Trust Loan Agreement, Fund Loan Agreement and Escrow Agreement, instruments and certifications in the name of the Authority and to make all payments necessary or, in their opinion, advisable, to enable the Authority to carry out its obligations under the terms of this 2017 Supplemental Bond Resolution.

**Section 8.04 Successors and Assigns.** Whenever in this 2017 Supplemental Bond Resolution the Authority is named or referred to, it shall be deemed to include its successors and assigns whether so expressed or not. All of the covenants, stipulations, obligations and agreements by or on behalf of, and other provisions for the benefit of the Authority contained in this 2017 Supplemental Bond Resolution shall bind and inure to the benefit of such successors and assigns and shall bind and inure to the benefit of any officer, board, commission, authority, agency or instrumentality to whom or to which there shall be transferred by or in accordance with law, or who or which is empowered to exercise or perform, any right, power or duty of the Authority, or of its successors or assigns, the possession of which is necessary or appropriate in order to comply with or perform any of the covenants, stipulations, obligations, agreements or other provisions of this 2017 Supplemental Bond Resolution.

**Section 8.05 Parties Interested Herein.** Nothing in this 2017 Supplemental Bond Resolution, expressed or implied, is intended or shall be construed to confer upon, or give to, any person or corporation, other than the Authority, the Trustee and the registered owners of the 2017 Bonds, any right, remedy or claim under or by reason of the 2017 Supplemental Bond Resolution, the General Bond Resolution or this 2017 Supplemental Bond Resolution or any covenant, condition or stipulation hereof or thereof. All the covenants, stipulations, promises and agreements in the General Bond Resolution, 2017 Supplemental Bond Resolution or this 2017 Supplemental Bond Resolution contained by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Trustee and the registered owners of the 2017 Bonds.

**Section 8.06 Severability of Invalid Provisions.** If any one or more of the provisions, covenants or agreements in this 2017 Supplemental Bond Resolution on the part of the Authority to be performed should be finally determined to be contrary to law, such provision or provisions, covenant or covenants, agreement or agreements, shall be deemed severable from the remaining provisions, covenants and agreements, and shall in no way affect the validity of the other provisions hereof or of any of the 2017 Bonds.

**Section 8.07 Ratification of Actions Taken; Further Action Authorized.** All actions heretofore taken and documents prepared or executed by or on behalf of the Authority by its members, Executive Director, other Authorized Officers and by the Authority's professional advisors, in connection with the issuance of the 2017 Bonds are hereby ratified, confirmed, approved and adopted. Such members and officials are each hereby authorized to determine all matters and execute all documents and instruments in connection with the issuance of the 2017 Bonds not determined or otherwise directed to be executed by the Law, the

General Bond Resolution or this 2017 Supplemental Bond Resolution, and the signatures of such members and officials on any such documents or instruments shall be conclusive as to such determinations.

**Section 8.08 Statutory Recital.** Pursuant to Section 30(16) of the Act, *N.J.S.A.* 40:14B-30(16), each and every matter and course of conduct set forth herein and in the General Bond Resolution is hereby declared to be included in this 2017 Supplemental Bond Resolution and in the Bond Resolution to further secure the payment of the principal of and interest on the 2017 Bonds.

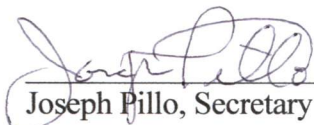
**Section 8.09 Notice of Adoption of Bond Resolution.** A copy of this 2017 Supplemental Bond Resolution shall be filed for public inspection in the office of the Authority and in the office of the Clerk of the Township. The appropriate officials of the Authority are hereby authorized and directed to publish, or cause to be published, in a newspaper published or circulating in the County of Camden, a notice stating the fact and date of the adoption of this 2017 Supplemental Bond Resolution and the places where this 2017 Supplemental Bond Resolution has been filed for public inspection, and such further information as is required by Section 28 of the Act, *N.J.S.A.* 40:14B-28.

**Section 8.10 Inconsistent Legislation Rescinded.** All resolutions, or parts thereof, inconsistent herewith or with the Bond Resolution are hereby repealed and rescinded to the extent of any such inconsistency.

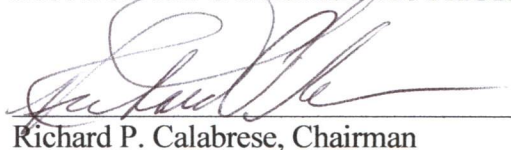
**Section 8.11 Effective Date.** This 2017 Supplemental Bond Resolution shall be effective for all purposes immediately upon adoption this 16th day of February, 2017.

**Section 8.12 Certified Copies.** Upon the adoption hereof, the Secretary or Assistant Secretary of the Authority shall forward certified copies of this resolution to Parker McCay P.A., bond counsel to The Gloucester Township Municipal Utilities Authority, and Richard T. Nolan, Esq., McCarter & English, LLP, Bond Counsel to the Trust.

**ATTEST:**

  
Joseph Pillo, Secretary

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

  
Richard P. Calabrese, 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 February 16, 2017.

  
Marlene Hrynio, Administrative Secretary

Dated: February 16, 2017



**THE GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**

**RESOLUTION NO. R-02-17-33**

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**RESOLUTION OF THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY EXPRESSING ITS  
INTENTION TO REIMBURSE ITSELF FOR CERTAIN  
EXPENDITURES RELATING TO THE AUTHORITY'S  
CAPITAL IMPROVEMENT PROGRAM OUT OF THE  
PROCEEDS OF BONDS OR OTHER OBLIGATIONS TO  
BE HEREAFTER ISSUED BY THE AUTHORITY IN  
CONNECTION WITH ITS PARTICIPATION IN THE 2017  
NEW JERSEY ENVIRONMENTAL INFRASTRUCTURE  
TRUST FINANCING PROGRAM**

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**BACKGROUND**

**WHEREAS**, The Gloucester Township Municipal Utilities Authority ("Authority" or "Borrower") has determined to undertake a capital improvement program, consisting of: (i) the acquisition of a new vacuum truck for cleaning and jetting the sewer lines; (ii) the design, acquisition and implementation of a new communication system for the pump stations; and (iii) rehabilitation of certain portions of the System utilizing slip lining technologies (collectively, the "Project"), all as more particularly described in the information on file in the offices of the Authority and the Authority's Consulting Engineer and available for inspection during normal business hours; and

**WHEREAS**, the Authority intends to incur expenditures for the costs of engineering, obtaining various permits and approvals, and preparation, design, planning, acquisition and installation of the Project including, without limitation, expenditures to certain of its consultants, engineers, attorneys and others for services rendered in connection with the Project ("Project Costs"); and

**WHEREAS**, the Authority intends to pay such expenditures using temporarily available funds in anticipation of reimbursing such expenditures from the proceeds of bonds or other obligations hereafter issued by the Authority in the aggregate principal amount of up to \$1,500,000 ("Project Debt Obligations"); and

**WHEREAS**, the Authority reasonably anticipates that obligations, the interest on which is excluded from gross income under Section 103 of the Internal Revenue Code of 1986, as amended ("Code"), will be issued by the New Jersey Environmental Infrastructure Trust ("Issuer") to finance the Project on a long-term basis by making a loan to the Borrower with the proceeds of the Issuer's obligations ("Project Bonds"); and

**WHEREAS**, the Borrower desires to preserve its right to treat an allocation of proceeds of the Project Debt Obligations to the reimbursement of Project Costs paid prior to the issuance

of the Project Debt Obligations as an expenditure for such Project Costs to be reimbursed for purposes of Sections 103 and 141 through 150, inclusive, of the Code.

**NOW, THEREFORE, BE IT RESOLVED BY THE GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY AND THE MEMBERS THEREOF, AS FOLLOWS:**

**Section 1.** The Authority hereby declares its reasonable expectation to reimburse the expenditures paid by the Authority to pay the Project Costs prior to the date of issuance of the Project Debt Obligations including, without limitation, expenditures to certain of its consultants, engineers, attorneys and others for services rendered in connection with the Project, out of the proceeds of the Project Debt Obligations which are to be issued by the Authority after the date of this Resolution.

**Section 2.** This Resolution is intended to be and hereby is a declaration of the Borrower's official intent to reimburse the expenditure of Project Costs paid prior to the issuance of the Project Debt Obligations with the proceeds of a borrowing to be incurred by the Borrower, in accordance with Treasury Regulations §150-2.

**Section 3.** The maximum principal amount of the Project Debt Obligations expected to be issued to finance the Project is \$1,500,000.

**Section 4.** The Project Costs to be reimbursed with the proceeds of the Project Debt Obligations will be "capital expenditures" in accordance with the meaning of Section 150 of the Code.

**Section 5.** No reimbursement allocation will employ an "abusive arbitrage device" under Treasury Regulations §1.148-10 to avoid the arbitrage restrictions or to avoid the restrictions under Sections 142 through 147, inclusive, of the Code. The proceeds of the Project Bonds used to reimburse the Borrower for Project Costs, or funds corresponding to such amounts, will not be used in a manner that results in the creation of "replacement proceeds", including "sinking funds", "pledged funds" or funds subject to a "negative pledge" (as such terms are defined in Treasury Regulations §1.148-1), of the Project Debt Obligations or another issue of debt obligations of the Borrower, other than amounts deposited into a "bona fide debt service fund" (as defined in Treasury Regulations §1.148-1).

**Section 6.** All reimbursement allocations will occur not later than 18 months after the later of: (i) the date the expenditure from a source other than the Project Debt Obligations is paid; or (ii) the date the Project is "placed in service" (within the meaning of Treasury Regulations §1.150-2) or abandoned, but in no event more than 3 years after the expenditure is paid.

**Section 7.** This Resolution is to be retained by the Authority and made publicly available for inspection at the offices of the Authority from the date hereof through the date of issuance of the Project Debt Obligations.


**Section 8.** This Resolution shall take effect immediately upon adoption this 16th day of February 2017.



**ATTEST:**

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

  
Joseph Pillo, Secretary

  
Richard P. Calabrese, 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 February 16, 2017.

  
Marlene Hrynio, Administrative Secretary

Dated: February 16, 2017