

## Resolution-R-1-16-131

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

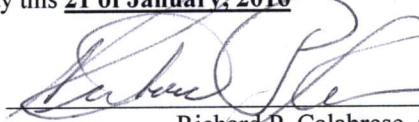
BE IT FURTHER RESOLVED THAT such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

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

**As Per Attached: \$397,659.21**

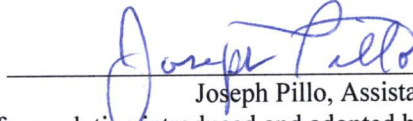
BE IT FURTHER RESOLVED that a check or checks of the Authority drawn on the Fulton Bank of New Jersey payable to the parties claiming payment in the amount due on said requisitions be executed in the name of the Authority by its Chairman or Vice Chairman and its Treasurer.

Passed The Gloucester Township Municipal Utilities Authority this 21 of January, 2016



Richard P. Calabrese, Chairman

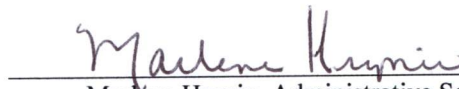
ATTEST:



Joseph Pillo, Assistant Secretary

I hereby certify that the foregoing is a true and exact copy of a resolution introduced and adopted by The Gloucester Township Municipal Utilities Authority at a meeting held on January 21, 2016

Dated: January 21, 2016



Marlene Hrynio, Administrative Secretary

From/To Account	Amount	Effective Date
From: -OPERATING To: PAYROLL	536.85	12/15/2015
From/To Account	Amount	Effective Date
From: -OPERATING To: PAYROLL	275.98	12/15/2015
From/To Account	Amount	Effective Date
From: OPERATING To: PAYROLL	40962.32	12/15/2015
From/To Account	Amount	Effective Date
From: OPERATING To: PAYROLL	166.26	12/11/2015
From/To Account	Amount	Effective Date
From: -OPERATING To: PAYROLL	2333.62	12/11/2015
From/To Account	Amount	Effective Date
From: OPERATING To: PAYROLL	44816.27	12/22/2015
From/To Account	Amount	Effective Date
From: -OPERATING To: PAYROLL	241.00	12/22/2015
From/To Account	Amount	Effective Date
From: OPERATING To: PAYROLL	228.36	12/29/2015
From/To Account	Amount	Effective Date
From: -OPERATING To: PAYROLL	36863.49	12/29/2015
From/To Account	Amount	Effective Date
From: -OPERATING To: PAYROLL	43267.43	01/05/2016
From/To Account	Amount	Effective Date
From: -OPERATING To: PAYROLL	601.81	01/05/2016
From/To Account	Amount	Effective Date
From: OPERATING To: 1 PAYROLL	40978.66	01/12/2016
From/To Account	Amount	Effective Date
From: -OPERATING To: PAYROLL	239.86	01/12/2016
From/To Account	Amount	Effective Date
From: -OPERATING To: PAYROLL	11.06	01/12/2016
From/To Account	Amount	Effective Date
From: -OPERATING To: PAYROLL	394.00	01/12/2016

January 5, 2016  
09:24 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 02/28/16	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
M0000021 M & E LOCKSMITH							
16-01228	12/18/15	INSTALL5 NEW CAMERAS IN GARAGE	Open	1,950.00	0.00		

Total Purchase Orders:	1	Total P.O. Line Items:	0	Total List Amount:	1,950.00	Total Void Amount:	0.00
------------------------	---	------------------------	---	--------------------	----------	--------------------	------

POR00020 PORTER DEBORAH

16-01297	01/08/16	HOST MY SITE WEBSITE RENEWAL	Open	107.40	0.00		
----------	----------	------------------------------	------	--------	------	--	--

Total Purchase Orders:	1	Total P.O. Line Items:	0	Total List Amount:	107.40	Total Void Amount:	0.00
------------------------	---	------------------------	---	--------------------	--------	--------------------	------

CAROL005 CAROL JONES

16-01220	12/18/15	REFUND PER RESOULTION	Open	168.66	0.00		
----------	----------	-----------------------	------	--------	------	--	--

Total Purchase Orders:	1	Total P.O. Line Items:	0	Total List Amount:	168.66	Total Void Amount:	0.00
------------------------	---	------------------------	---	--------------------	--------	--------------------	------



December 21, 2015  
01:57 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 02/28/16  
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							
16-01211	12/16/15	MONTHLY WATER SERVICE	Open	318.05	0.00		
ATL00020 ATLANTIC CITY ELECTRIC							
16-01231	12/21/15	MONTHLY ELECTRIC SERVICE	Open	2,278.57	0.00		
COM00020 COMCAST INC							
16-01222	12/18/15	MONTHLY TELEPHONE & INTERNET	Open	459.09	0.00		
NJ000120 N.J.MOTOR VEHICLE SERVICE							
16-01212	12/17/15	#56 TRK REGISTRATION RENEWAL	Open	105.00	0.00		
PSE00010 PSE&G 1							
16-01210	12/15/15	MONTHLY ELECTRIC SERVICE	Open	5,648.78	0.00		
SPR00000 SPRINT							
16-01214	12/17/15	MONTHLY TELEPHONE	Open	1,019.52	0.00		
STA00040 STAPLES CREDIT PLAN							
16-01227	12/18/15	VARIOUS SUPPLIES	Open	132.55	0.00		
US000040 U.S.P.S.- WINDOW SERVICE							
16-01232	12/21/15	2016 YEARLY BILLING	Open	9,570.25	0.00		

Total Purchase Orders: 8 Total P.O. Line Items: 0 Total List Amount: 19,531.81 Total Void Amount: 0.00



January 15, 2016  
11:06 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 02/28/16	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
AJ000010 A&J BAR JANITORIAL, INC.							
16-01123	11/23/15	MONTHLY P.O. FOR DECEMBER 2015	Open	571.02	0.00		
ANJ00010 ANJR -(ASSOC. OF NJ RECYCLERS)							
16-01245	12/23/15	2YR MEMBERSHIP ANJR	Open	180.00	0.00		
AQU00010 AQUA NEW JERSEY							
16-01321	01/12/16	MONTHLY WATER SERVICE	Open	212.03	0.00		
ARA00010 ARAMARK UNIFORM SERVICES							
16-01213	12/17/15	MONTHLY UNIFORM RENTAL	Open	755.94	0.00		
16-01315	01/12/16	MONTHLY UNIFORMS DEC 2015	Open	<u>1,395.69</u>	0.00		
				2,151.63			
ATG00010 ATGER, GLENN							
16-01333	01/13/16	G.ATGER SCRIPTS	Open	27.00	0.00		
ATK00010 ATKINSON, JOHN							
16-01326	01/13/16	J.ATKINSON SCRIPTS	Open	119.60	0.00		
ATL00020 ATLANTIC CITY ELECTRIC							
16-01323	01/12/16	MONTHLY ELECTRIC SERVICE	Open	14,315.15	0.00		
B0000020 B-SAFE SECURITY INC.							
16-01305	01/08/16	MONITORING CELL BACK UP	Open	119.85	0.00		
BEL00010 BELLMAWR TRUCK REPAIR CO. INC							
16-01239	12/23/15	#37TRK INSPECTION	Open	95.00	0.00		
16-01251	12/28/15	#11,3,4 TRK INSPECTION	Open	<u>285.00</u>	0.00		
				380.00			
BER00020 BERNIE'S AUTO REPAIR							
16-01050	11/05/15	#10 TRUCK	Open	375.00	0.00		
BIL00030 BILLOWS ELECTRICAL SUPPLY							
16-01122	11/23/15	MONTHLY P.O. FOR DECEMBER 2015	Open	66.74	0.00		
BOO00010 BOOT AMERICA, INC./STORE							
16-01282	01/04/16	KEVIN GORE SAFETY SHOES	Open	159.99	0.00		
BRI00010 BRICK ENGINEERING LLC							
16-01296	01/08/16	ENGINEERING FEES	Open	1,600.00	0.00		
CAM00070 CAMDEN COUNTY M.U.A.							
16-01342	01/15/16	LICENSED OPERATOR-12/15	Open	1,000.00	0.00		
CAR00020 CARR RAYMOND							
16-01256	12/28/15	R.CARR SCRIPTS	Open	9.60	0.00		



January 15, 2016  
11:06 AM

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
CIN00010 CINTAS FIRST AID & SAFETY INC							
16-01302	01/08/16	REFILL 1ST AID SUPPLIES	Open	539.61	0.00		
COM00020 COMCAST INC							
16-01306	01/08/16	MONTHLY PHONE & INTRENET LINES	Open	396.62	0.00		
COU00010 COURIER POST							
16-01180	12/08/15	HOLIDAY RECYCLING NEWSPAPER	Open	255.00	0.00		
16-01218	12/17/15	5 - ADS	Open	342.30	0.00		
16-01219	12/18/15	4 ADS	Open	457.50	0.00		
16-01279	12/31/15	2016 REQUEST FOR PROPOSALS	Open	65.10	0.00		
				1,119.90			
CRE00000 CREATIVE PAYMENT SOLUTIONS							
16-01303	01/08/16	AR BOX (ONLINE PAYMENTS) 12/15	Open	89.76	0.00		
CRO00010 CROSS COUNTRY INC							
16-01160	12/04/15	ALL DIESEL TRKS&EQUIP	Open	2,200.00	0.00		
16-01170	12/07/15	(SKID 49 BAGS CALCIUM CHLORIDE)	Open	536.55	0.00		
				2,736.55			
DW000000 D&W DIESEL INC.							
16-01236	12/23/15	RECYCLE TRUCKS	Open	218.24	0.00		
DEL00080 DELTA DENTAL PLAN OF NJ							
16-01288	01/08/16	RETIREE DENTAL CLAIMS 12/2015	Open	643.00	0.00		
16-01289	01/08/16	ACTIVE DENTAL CLAIMS 12/2015	Open	2,214.00	0.00		
16-01294	01/08/16	RETIREE DENTAL BILL DEC 2015	Open	172.50	0.00		
16-01295	01/08/16	ACTIVE DENTAL BILL DEC 2015	Open	460.00	0.00		
				3,489.50			
ECH00010 ECHELON FORD, INC.							
16-01182	12/09/15	#6 VAN	Open	251.60	0.00		
16-01283	01/06/16	#10 TRK FUEL MODULE RELAY	Open	21.77	0.00		
				273.37			
EDM00020 EDMUNDS & ASSOCIATES							
16-01240	12/23/15	VAILDATOR PAPER	Open	118.00	0.00		
ENG00010 ENGELBERT GLENN							
16-01235	12/21/15	G.ENGELBERT SCRIPTS	Open	53.44	0.00		
PAR00010 FLEET PRIDE							
16-01131	11/23/15	MONTHLY P.O. FOR DECEMBER 2015	Open	211.46	0.00		
GIU00010 GIUNTA JR FRANCESCO							
16-01307	01/08/16	F.GIUNTA SCRIPTS	Open	118.96	0.00		
GRA00020 GRAINGER, INC.							
16-01181	12/09/15	PETERS WALK P.S. 15W059 DOUBLE	Open	301.96	0.00		
16-01249	12/23/15	ORR RD 6C750 HOLE SEAL	Open	22.02	0.00		
				323.98			



January 15, 2016  
11:06 AM

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
GRA00040 GRANTURK EQUIPMENT CO. IN								
	16-01252	12/28/15	#35 TRK CENTER GUARD	Open	541.57	0.00		
HA000010 H.A. DEHART & SON INC.								
	16-01141	11/24/15	#4 TRK	Open	153.97	0.00		
HD000010 HD SUPPLY WATERWORKS LTD								
	16-01142	11/24/15	BRECKENRIDGE & LAUREL PLAZA PS	Open	1,956.00	0.00		
HER00020 HERITAGE BUSINESS SYSTEMS								
	16-01244	12/23/15	MONTHLY COPIER METER	Open	38.50	0.00		
HIL00010 HILLTOP BLOCK & SUPPLY								
	16-01127	11/23/15	MONTHLY P.O. FOR DECEMBER 2015	Open	39.00	0.00		
HOL00020 HOLMAN TRUCK CENTER								
	16-01318	01/12/16	#10 TRK REPLACE FUEL PUMP	Open	982.13	0.00		
HOM00020 HOME DEPOT CREDIT SERVICE								
	16-01216	12/17/15	VARIOUS SUPPLIES	Open	313.96	0.00		
	16-01226	12/18/15	VARIOUS SUPPLIES	Open	67.80	0.00		
	16-01254	12/28/15	VARIOUS SUPPLIES	Open	74.04	0.00		
	16-01316	01/12/16	VARIOUS SUPPLIES	Open	55.61	0.00		
	16-01336	01/14/16	VARIOUS SUPPLIES	Open	301.46	0.00		
					812.87			
HUN00020 HUNTER JERSEY PETERBILT								
	16-01209	12/14/15	#15 TRK GASKETS	Open	91.73	0.00		
IND00070 INDUSTRIAL HYDRAULICS & R								
	16-01238	12/23/15	#33 TRK HOSES ASSY	Open	91.52	0.00		
JEA00010 JEANNE CARACCILO								
	16-01300	01/08/16	J.CARACCILO EYEGLASSES	Open	175.00	0.00		
JOSH005 JOSH CARGEN								
	16-01298	01/08/16	J.CARGEN SAFTEY SHOES	Open	129.99	0.00		
LOW00020 LOWER COUNTY RECYCLING								
	16-01013	10/27/15	GRADING MATERIAL	Open	4,235.63	0.00		
M0000021 M & E LOCKSMITH								
	16-01137	11/24/15	REPLACE NVR RECORDER	Open	775.00	0.00		
MAW00010 MAWSON CHARLES								
	16-01328	01/13/16	C.MAWSON EYEGLASSES	Open	175.00	0.00		
MEC00030 MECHANICS NAPA BLACKWOOD								
	16-01133	11/23/15	MONTHLY P.O. FOR DECEMBER 2015	Open	346.84	0.00		
MON00010 MONACO, THOMAS								
	16-01257	12/28/15	T.MONACO SCRIPTS	Open	131.33	0.00		



January 15, 2016  
11:06 AM

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
NJ000090 N.J. AMERICAN WATER CO.								
	16-01322	01/12/16	MONTHLY WATER SERVICE	Open	471.03	0.00		
OFF00010 OFFICE BASICS								
	16-01175	12/07/15	NAME PLATE - GLEN BIANICHINI	Open	10.80	0.00		
	16-01225	12/18/15	OFFICES SUPPLIES	Open	815.01	0.00		
	16-01241	12/23/15	OFFICE SUPPLIES	Open	3.01	0.00		
					828.82			
ONE00010 ONE CALL CONCEPTS, INC.								
	16-01337	01/14/16	MONTHLY MARKOUTS DEC 2015	Open	313.94	0.00		
PAI00010 PAINO DOMINICK								
	16-01138	11/24/15	D.PAINO SCRIPTS	Open	45.00	0.00		
PED00010 PEDRONI FUEL CO.								
	16-01287	01/08/16	NO LEAD GAS 600 GAL @1.4201	Open	852.06	0.00		
PEN00040 PENNONI ASSOCIATES INC.								
	16-01331	01/13/16	ENGINEERING SERVICES	Open	9,175.00	0.00		
PES00010 PEST PROFESSIONALS								
	16-01243	12/23/15	MONTHLY PEST CONTROL	Open	145.00	0.00		
PIE00020 PIERSON, MICHAEL								
	16-01335	01/14/16	M.PIERSON SCRIPTS	Open	27.45	0.00		
PIT00050 PITNEY BOWES GLOBAL FINANCIAL								
	16-01224	12/18/15	QUARTERLY POSTAGE MACHINE FEE	Open	144.00	0.00		
POR00020 PORTER DEBORAH								
	16-01016	10/27/15	D.PORTER SCRIPTS	Open	18.91	0.00		
PRI00060 PRIME LUBE, INC.								
	16-01161	12/04/15	RECYCLE TRKS(PALLETS OF D.E.F	Open	725.00	0.00		
PSE00010 PSE&G 1								
	16-01319	01/12/16	MONTHLY ELECTRIC SERVICE	Open	4,012.44	0.00		
QUA00060 QUAL-LYNX								
	16-01163	12/07/15	WORKMANS COMP ADMIN FEE 12/15	Open	342.51	0.00		
DEE00010 READY FRESH WATER DIRECT								
	16-01248	12/23/15	MONTHLY BOTTLED WATER	Open	43.08	0.00		
RED00010 REDY BATTERY SALES, INC.								
	16-01195	12/10/15	#33 TRK BATTERIES	Open	299.38	0.00		
RIG00010 RIGGINS INC.								
	16-01242	12/23/15	DIESEL FUEL 1441.7 GAL @1.5082	Open	2,174.37	0.00		
	16-01255	12/28/15	DIESEL FUEL 1200 GAL @1.37850	Open	1,654.20	0.00		
	16-01308	01/08/16	DIESEL FUEL 440.0 GAL @1.51760	Open	667.74	0.00		
	16-01313	01/12/16	DIESEL FUEL 1000 GAL @1.505200	Open	1,505.20	0.00		



January 15, 2016  
11:06 AM

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
RIG00010 RIGGINS INC. Continued							
16-01338	01/14/16	DIESEL FUEL 690.0 GAL @1.46600	Open	1,011.54	0.00		
				7,013.05			
SALEM005 SALEM COUNTY IMPROVEMENT							
16-01012	10/27/15	RESIDUE DISPOSAL	Open	4,359.76	0.00		
SMI00020 SMITH JAY							
16-01301	01/08/16	J.SMITH SCRIPTS	Open	30.00	0.00		
SOU00030 SOUTH JERSEY GAS							
16-01320	01/12/16	MONTHLY GAS SERVICE	Open	1,355.47	0.00		
SOU00100 SOUTH JERSEY WELDING SUPPLYINC							
16-01201	12/10/15	SHOP	Open	425.66	0.00		
SPR00000 SPRINT							
16-01314	01/12/16	MONTHLY TELEPHONE LINES	Open	1,022.56	0.00		
STA00125 ST OF NJ ACTIVE HEATLH							
16-01291	01/08/16	ACTIVE H/C BILL JAN 2016	Open	61,449.78	0.00		
STA00115 ST OF NJ RETIREE HEALTH CARE							
16-01292	01/08/16	RETIREE H/C BILL JAN 2016	Open	20,608.70	0.00		
SWKTE005 SWK TECHNOLOGIES INC							
16-01217	12/17/15	MONTHLY EMAIL DEC 2015	Open	470.60	0.00		
THE00090 THE MAINTENANCE CONNECTION,INC							
16-01234	12/21/15	SHOP VARIOUS HYD FITTINGS	Open	257.54	0.00		
THE00110 THE SOUTHWEST COUNCIL							
16-01223	12/18/15	EMPLOYEE ASSISTANCE PROGRAM	Open	328.00	0.00		
TIR00010 TIRE CORRAL OF AMERICA INC							
16-00873	09/25/15	VOLVO LOADER R/R TIRE&MOUNTING	Open	3,849.70	0.00		
16-01237	12/23/15	#18 TRK FRONT TIRES&MOUNTING	Open	1,322.14	0.00		
				5,171.84			
TOW00030 TOWNSHIP OF GLOUCESTER							
16-01230	12/18/15	WORKMAN'S COMP	Open	13.50	0.00		
UNI00090 UNIVERSAL ELECTRONICS SUP INC							
16-01144	11/30/15	GARAGE HEATERS	Open	172.00	0.00		
16-01250	12/23/15	P.S. SLA-230-ASA	Open	376.60	0.00		
				548.60			
WASTE005 WASTE MANAGEMENT OF NJ							
16-01253	12/28/15	MONTHLY DUMPSTER FEE	Open	98.94	0.00		
WIL00040 WILLIAM HARVEY							
16-01312	01/12/16	B.HARVEY SAFTEY SHOES	Open	175.00	0.00		

January 15, 2016  
11:06 AM

THE GLOUCESTER TOWNSHIP MUA  
Purchase Order Listing By Vendor Name

Page No: 6

Vendor # Name							
PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
WIL00040 WILLIAM HARVEY Continued							
16-01325	01/13/16	B.HARVEY SCRIPTS	Open	57.00	0.00		
				232.00			
WIL00090 WILSON WEB SERVICES							
16-01247	12/23/15	LETTER HEAD & BUSINESS CARDS	Open	304.95	0.00		
WIN00020 WINSLOW HOT MIX LLC							
16-01178	12/08/15	5 TONS	Open	920.00	0.00		
SHO00010 ZALLIE SUPERMARKETS							
16-01290	01/08/16	EMPLOYEE SCRIPTS	Open	276.72	0.00		
Total Purchase Orders: 102				Total P.O. Line Items: 0	Total List Amount: 163,984.37	Total Void Amount:	0.00



## Resolution-R-1-16-132

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

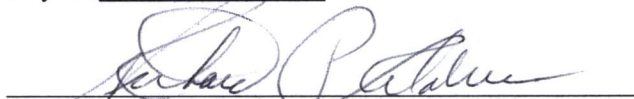
BE IT FURTHER RESOLVED THAT such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

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


**As Per Attached: \$35,083.16**

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 21 of January, 2016

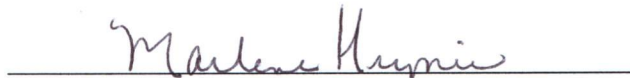
  
Richard P. Calabrese, Chairman

ATTEST:

  
Joseph Pillo, Assistant Secretary

I hereby certify that the foregoing is a true and exact copy of a resolution introduced and adopted by The Gloucester Township Municipal Utilities Authority at a meeting held on January 21, 2016

Dated: January 21, 2016

  
Marlene Hrynio, Administrative Secretary

January 14, 2016  
02:07 PM

THE GLOUCESTER TOWNSHIP MUA  
Purchase Order Listing By Vendor Name

Page No: 1

P.O. Type: All	Include Project Line Items: Yes	Open: N	Paid: N	Void: N
Range: First	to Last	Rcvd: N	Held: N	Aprv: Y
Format: Condensed	First Enc Date Range: First to 02/28/16	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
HD000010 HD SUPPLY WATERWORKS LTD								
	16-01207	12/11/15	LAUREL PLAZA P.S.	Open	1,537.06	0.00		
HYD000010 HYDRA-NUMATIC SALES CO.,								
	16-00966	10/09/15	UPGRADE STEPHENS DRIVE P.S.	Open	9,992.15	0.00		
PEN000020 PENN POWER SYSTEMS								
	16-01058	11/06/15	ORR RD TRANSFER SWITCH	Open	13,873.00	0.00		
PEN000040 PENNONI ASSOCIATES INC.								
	16-01330	01/13/16	ENGINEERING SERVICES	Open	3,683.75	0.00		
XYL000010 XYLEM SHARED SERVICE								
	16-01179	12/08/15	RAINTREE P.S. 4" BALL CHK VALVES	Open	1,332.24	0.00		
	16-01190	12/09/15	RAINTREE P.S.	Open	3,352.00	0.00		
	16-01206	12/11/15	LAUREL PLAZA P.S.	Open	1,312.96	0.00		
					5,997.20			

Total Purchase Orders:	7	Total P.O. Line Items:	0	Total List Amount:	35,083.16	Total Void Amount:	0.00
------------------------	---	------------------------	---	--------------------	-----------	--------------------	------

## Resolution-R-1-16-133

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

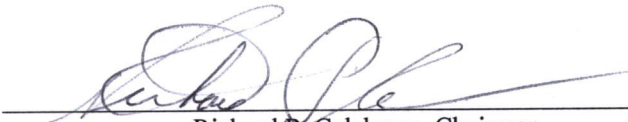
BE IT FURTHER RESOLVED THAT such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

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

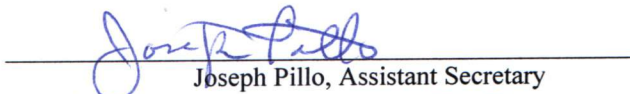
**As Per Attached: \$10,589.57**

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 21 of January, 2016

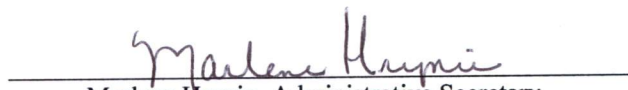
  
Richard P. Calabrese, Chairman

ATTEST:

  
Joseph Pillo, Assistant Secretary

I hereby certify that the foregoing is a true and exact copy of a resolution introduced and adopted by The Gloucester Township Municipal Utilities Authority at a meeting held on January 21, 2016

Dated: January 21, 2016

  
Marlene Hrynio, Administrative Secretary



January 14, 2016  
02:37 PM

THE GLOUCESTER TOWNSHIP MUA  
Purchase Order Listing By Vendor Name

Page No: 1

P.O. Type: All	Include Project Line Items: Yes	Open: N	Paid: N	Void: N
Range: First	to Last	Rcvd: N	Held: N	Aprv: Y
Format: Condensed	First Enc Date Range: First to 02/28/16	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							
16-01310	01/08/16	ENGINEERING FEES	Open	980.00	0.00		
GTM00070 GTMUA RESERVE FUND							
16-00226	04/24/15	TRASNFER OF ABANDON ESCROW	Open	2.00	0.00		
16-00229	04/24/15	TRANSFER OF ABANDON ESCROW	Open	490.36	0.00		
16-00314	05/13/15	TRANSFER OF ABANDON ESCROW	Open	381.00	0.00		
16-01258	12/28/15	TRANSFER OF ABANDON ESCROW	Open	1,918.75	0.00		
16-01259	12/28/15	TRANSFER OF ABANDON ESCROW	Open	381.00	0.00		
16-01273	12/29/15	TRANSFER OF ABANDON ESCROW	Open	165.31	0.00		
16-01274	12/29/15	TRANSFER OF ABANDON ESCROW	Open	750.83	0.00		
16-01275	12/29/15	TRANSFER OF ABANDON ESCROW	Open	1,129.92	0.00		
16-01276	12/29/15	TRANSFER OF ABANDON ESCROW	Open	2,684.31	0.00		
16-01277	12/29/15	TRANSFER OF ABANDON ESCROW	Open	384.00	0.00		
16-01278	12/29/15	TRANSFER OF ABANDON ESCROW	Open	902.09	0.00		
				9,189.57			
PEN00040 PENNONI ASSOCIATES INC.							
16-01329	01/13/16	ENGINEERING SERVICES	Open	420.00	0.00		

Total Purchase Orders:	13	Total P.O. Line Items:	0	Total List Amount:	10,589.57	Total Void Amount:	0.00
------------------------	----	------------------------	---	--------------------	-----------	--------------------	------

**RESOLUTION**  
**GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**  
**AUTHORIZING THE AWARD OF BID FOR**  
**MAINTENANCE AND INSPECTION SERVICES FOR EMERGENCY GENERATORS TO**  
**WARSHAUER GENERATOR, L.L.C.**

**R-01-16-134**

**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 Maintenance and Inspection Services for Emergency Generators; and

**WHEREAS**, previously, four (4) companies submitted bids on December 9, 2015 at 2:30 p.m., for the specified work as follows:

<b><u>VENDOR</u></b>	<b><u>BID AMOUNT</u></b>
1. Warshauer Generator, LLC	\$30,350.00
2. Atlantic Switch & Generator	\$41,670.00
3. Penn Power Systems	\$47,850.00
4. Giles & Ransome	\$92,190.00

**WHEREAS**, all bids were rejected in accordance with Resolution R-12-15-130; and

**WHEREAS**, the Authority rebid the project and four (4) companies submitted bids on January 12, 2016 at 10:00 a.m., 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. Giles & Ransome	\$89,500.00

**WHEREAS**, Warshauer Generator, L.L.C. ("Warshauer") complied with all the essential provisions of the bid specifications; and

**WHEREAS**, Warshauer is the lowest qualified bidder in the amount of \$30,350.00; and

**WHEREAS**, Pennoni and the Authority's Solicitor, Howard C. Long, Jr., reviewed the bids and recommended award to Warshauer by letters dated January 14, 2016 and January 16, 2016, respectively.

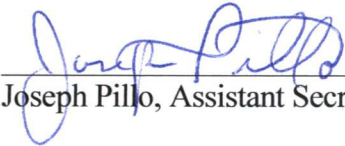
**NOW, THEREFORE, BE IT RESOLVED** by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority, as follows:

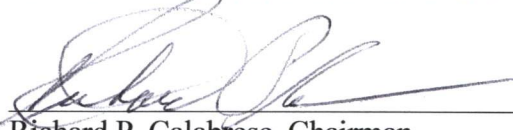
1. The provisions of the **WHEREAS** clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Contract for Maintenance and Inspection Services for Emergency Generators is hereby awarded to Warshauer in the amount of \$30,350.00.

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

**ATTEST:**

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

  
\_\_\_\_\_  
Joseph Pillo, Assistant 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 January 21, 2016.

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

Dated: January 21, 2016



January 14, 2016

**GTUA 1514**

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

**Subject: Bid Results and Recommendation for Award  
Emergency Generator Maintenance and Inspection Services Re-Bid  
Authority's Forty-Four (44) Generator Sites**

Dear Ray:

Four (4) bids were received for the aforementioned project on January 12<sup>th</sup> at 10:00 AM (original copies on file at the Authority). Bids were provided by Warshauer Generator, LLC of Tinton Falls, NJ, Atlantic Switch & Generator of Hainesport, NJ, Penn Power Systems of Philadelphia, PA, and GMH Associates of America of Trenton, NJ. The Total Bid Prices provided were as follows:

Warshauer Generator, LLC	\$30,350.00
Atlantic Switch & Generator	\$41,500.00
Penn Power Systems	\$47,850.00
GMH Associates	\$89,500.00

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

Warshauer Generator's lump sum price is less than the Engineer's Cost Estimate of \$43,500 prepared by Pennoni Associates.

I have reviewed the bid response of Warshauer Generator and found them in compliance with the bid documents provided. I also contacted Warshauer Generator's references and all the responses were positive on performing this type of service.

Pending the Authority Solicitor's determination, I recommend that the Authority accept Warshauer Generator's lump sum price proposal and award a contract to Warshauer Generator to provide generator maintenance and inspection services.

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

Sincerely,

**PENNONI ASSOCIATES INC.**



Thomas Leisse, PE, CME  
Authority Engineer

cc: Marlene Hrynio, GTMUA  
Howard Long, GTMUA Solicitor

Z:\PROJECTS\GTUA\1514- Generator PM Program\CORRESPONDENCE\SENT\Bid Recommendation Rebid.docx

# WADE, LONG & WOOD, LLC

Attorneys at Law

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

Audra A. Pondish  
Daniel H. Long  
Christopher F. Long

January 16, 2016

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

RE: **GTMUA-1514**  
**Emergency Generator Maintenance & Inspection Services**

Dear Mr. Carr:

## I. INTRODUCTION

This office has reviewed all documents provided regarding the bid submissions for the Emergency Generator Maintenance and Inspection Services at the Gloucester Township Municipal Utilities Authority's ("GTMUA" and/or "Authority") Forty-Four (44) Generator Sites. The GTMUA received four (4) bids for the specified Contract. We have also review the letter dated January 14, 2016, from Pennoni Associates, Inc., recommending the award of the bid to Warshauer Generator, L.L.C., subject to our final determination. The bids were received on Tuesday January 12, 2016 at 10:00 a.m. as follows:

<u>VENDOR</u>	<u>BID AMOUNT</u>
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
<u>Engineer's Estimate:</u>	<u>\$43,500.00</u>

## II. FACTUAL ANALYSIS

By way of background information, this project was previously bid, with bids received on Wednesday, December 9, 2015 at 2:30 p.m. Upon review of the bids submitted, it was uncovered that the three low bids contained material defects which resulted in their disqualification. The fourth bid was rejected as it substantially exceeded the pre-determined cost estimates. Moreover, after review of the bids and consultation with Authority staff and Engineer, the Authority desired to substantially revise the bid specifications for this project and as such, rejected all bids received and rebid the project pursuant to N.J.S.A. 40A:11-13.2(d).



Raymond J. Carr, Executive Director  
Gloucester Township Municipal  
Utilities Authority  
January 16, 2016  
Page 2

RE: **GTMUA-1514**  
**Emergency Generator Maintenance Services**

The apparent low bid for this contract was submitted by Warshauer Generator, L.L.C. ("Warshauer") with a total bid amount of \$30,350.00. Of note, Warshauer did not submit a Public Works Contractor Registration Act Certificate within their bid package. However, the bid specifications explicitly provide that the scope of the project has been defined as routine maintenance and inspection services. Accordingly, pursuant to guidance received from the State of New Jersey Department of Labor and Workforce Development, Division of Wage and Hour Compliance, the Prevailing Wage Act requirements do not apply to this bid.

### 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



**RE: GTMUA-1514**  
**Emergency Generator Maintenance Services**

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).

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;



**RE: GTMUA-1514**  
**Emergency Generator Maintenance 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;
- 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, Warshauer did not submit a Public Works Contractor Registration Act Certificate within their original bid package. Under New Jersey Statute, no contractor shall bid on any Contract for public work as defined under statute unless the contractor is registered. N.J.S.A. 34:11-56.48. "Public work" under the New Jersey Public Works Contractor Registration Act utilizes the definition for "public work" under the Prevailing Wage Act.

As outlined above, the bid specifications explicitly provide that the scope of the project has been defined as routine maintenance and inspection services. Accordingly, pursuant to guidance received from the State of New Jersey Department of Labor and Workforce Development, Division of Wage and Hour Compliance, the Prevailing Wage Act requirements do not apply to this bid. Based on the aforementioned, due to the scope of the work and the explicit language contained within the specifications, bidders were not required to submit a Public Works Contract Registration Act Certificate within their bid. Therefore, the fact that Warshauer did not do so is not a defect within their bid.

**IV. WARSHAUER GENERATOR'S BID**

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

1. Advertisement;
2. Instructions to Bidders;
3. Statement of Work;
4. General Conditions;
5. Special Conditions;
6. General Provisions;
7. General Specifications;
8. Technical Specifications;
9. Bid Document Submission Checklist;
10. Proposal;
11. Facilities/Ability Information;
12. Subcontractor Information;
13. Installer Qualifications;
14. Principals;



Raymond J. Carr, Executive Director  
Gloucester Township Municipal  
Utilities Authority  
January 16, 2016  
Page 5

**RE: GTMUA-1514**  
**Emergency Generator Maintenance Services**

15. Corporate Ownership Information;
16. Bidder's Affidavit;
17. Affirmative Action Questionnaire and Information Form;
18. Non-Collusion Affidavit;
19. Community Development Grant Program Contract Information;
20. List of GTMUA Emergency Generators;
21. Bid Bond;
22. Selective Insurance Company Statement of Financial Condition;
23. Power of Attorney;
24. Surety Disclosure Statement and Certification;
25. Surety Consent;
26. Warshauer Consolidated Financial Report;
27. Certificate of Liability Insurance;
28. New Jersey Business Registration Certificate.

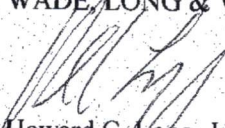
The bid submitted by Warshauer is in the appropriate form.

**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 Warshauer Generator is in the appropriate form. Accordingly, it is recommended that the contract for Emergency Generator Maintenance & Inspection Services be awarded to Warshauer Generator. 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, L.L.C.

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

HCL/cmv

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



**RESOLUTION**  
**GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**  
**RESOLUTION AUTHORIZING COMPLETION OF EMERGENCY REPAIR WORK**  
**FOR A FORCE MAIN REPAIR AT KELLY DRIVER ROAD,**  
**BY R.D. ZEULI, INC., IN ACCORDANCE WITH THE EMERGENCY SERVICES**  
**CONTRACT AUTHORIZED BY RESOLUTIONS R-07-14-76 & R-05-15-44**

**R-01-16-135**

**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**, the Authority authorized said contract and extension 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 a force main at Kelly Driver Road, in the Township of Gloucester; and

**WHEREAS**, the force main at Kelly Driver Road was damaged and in need of emergency repairs; and

**WHEREAS**, failure to take immediate and emergent action would have resulted in a health and safety hazard; and

**WHEREAS**, R.D. Zeuli effectuated the emergency repairs in accordance with its Emergency Services Contract awarded on July 17, 2014 and extended on May 21, 2015; 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 \$5,036.75, for the subject emergency repairs, in accordance with the recommendation of Thomas Leisse, PE, CME, Authority Engineer, dated December 29, 2015.

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

**ATTEST:**

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

  
\_\_\_\_\_  
Joseph Pillo, Assistant 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 January 21, 2016.

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

Dated: January 21, 2016





PENNONI ASSOCIATES INC.  
CONSULTING ENGINEERS

December 29, 2015

GTUA 1518

**Via Electronic Mail**

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

Attention: Ray Carr, Executive Director

**Subject: Emergency Repair  
Kelly Driver Road**

Dear Ray:

On Tuesday, December 1<sup>st</sup>, 2015, a force main issue was reported at Kelly Driver Road.

The findings were as follows:

1. The Authority performed an initial investigation to determine the severity of the issue. The Authority identified that the force main was leaking.
2. Due to the nature of the repair, GTMUA's emergency repair contractor R. D. Zeuli, Inc. was contacted, immediately responded and coordinated the repair with the Authority.
3. R.D. Zeuli, Inc. addressed the issue on December 2<sup>nd</sup>, 2015 by installing a new repair clamp in the area of the break. The repair was successfully completed, and the force main was placed back into service.

The lateral issue was an "emergency" and quick response by the GTMUA and R. D. Zeuli, Inc. protected the health and safety of the public.

Attached is R. D. Zeuli Inc.'s invoice, with appropriate back-up, for the aforementioned work in the amount of \$5,036.75, 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**



Thomas Leisse, PE, CME  
Authority Engineer

Enclosure

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

Z:\PROJECTS\GTUA\1518- Kelly Driver Emergency Repair\CORRESPONDENCE\SENT\Carr Letter Kelly Driver 122915.docx





**R.D. Zeuli, Inc.**

856-768-1985  
Fax 856-768-0242

**Builders - Contractors - Developers**

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

**RECEIVED**  
DEC 11 2015

**PENNONI ASSOCIATES**

December 8, 2015

Gloucester Twp. MUA  
Landing Road, Chews Landing  
P.O. Box 216  
Glendora, NJ 08029

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

Re: GTMUA Repair  
Kelly Driver RD 12/1/15

Dear Mr. Leisse,

Supply and install materials to repair the damaged area  
located at Kelly Driver Road.

See attached list of Labor, equipment, and rentals

**Total Due \$5,036.75,**

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

Sincerely,

Steven D. Zeuli, President  
SDZ:bsc  
GTMUA.RepairsKellyDriverRd.



**R.D. Zeuli, Inc.**

**Builders - Contractors - Developers**

P.O. Box 350 • West Berlin, NJ 08091-0350  
856-768-1985 • Fax 856-768-0242

DATE 12-2-15 2179  
START TIME 5 AM/PM END TIME 12 AM/PM  
JOB NAME GTmunt Repairs  
JOB ADDRESS Kelly Drivers  
JOB DESCRIPTION Fm

EXPORT FROM 259 watsontown HAUL TO job  
MATERIAL 3/4 cold patch NO. of LOADS \_\_\_\_\_  
QTY. TOTAL \_\_\_\_\_

EQUIPMENT  
MOBILIZATION



OFF ROAD FUEL  
GALLONS

NOTES

3/4 stone	7tn @ 25.-	\$ 175.-
cold patch	3.5tn @ 100.-	350.-
		<u>\$ 525.-</u>



<b>GTMUA</b>	<b>Kelly Drivers</b>	<b>2-Dec-15</b>			
2-Dec					
<b>Item</b>	<b>Description</b>	<b>Unit of measure</b>	<b>Unit</b>	<b>Unit \$</b>	<b>Subtotal</b>
1	CX75 excavator	per day	0	\$340.00	0
2	321 excavator	per day	0	\$600.00	0
3	303 exc.w/thumb	per day	1	\$300.00	300
4	Skid Steer/CTL	per day	0	\$300.00	0
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	0.75	\$215.00	161.25
9	DumpTruck 14 cy	per day	1	\$250.00	250
10	Tractor Trailer	per day	0	\$450.00	0
11	UtilityTruck&acc.	per day	1	\$160.00	160
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	0.75	\$160.00	120
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	2	\$75.00	150
21	Foremen	per Hr	6	\$101.00	606
22	Operator	per Hr	6	\$101.00	606
23	Laborers	per Hr	12	\$81.00	972
24	Truck Driver	per Hr	14	\$81.00	1134
25	Mason/Carp.	per Hr	0	\$77.00	0
	<b>Labor&amp;Equip.</b>	<b>Subtotal</b>			4459.25
	<u>Rentals/Materials</u>				
	Permit		0		
	RDZ yard	2179	525		
	Norris		0		
	<b>Rent/matls</b>	<b>Subtotal</b>	525		
		OH&Prof(10%)	52.5		
	<b>Project</b>	<b>Total</b>	<b>5036.75</b>		

**RESOLUTION**  
**GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**  
**RESOLUTION AUTHORIZING COMPLETION OF EMERGENCY REPAIR WORK**  
**FOR A FORCE MAIN MODIFICATION AT RAINTREE PUMP STATION**  
**(THE LANDINGS),**  
**BY R.D. ZEULI, INC., IN ACCORDANCE WITH THE EMERGENCY SERVICES**  
**CONTRACT AUTHORIZED BY RESOLUTIONS R-07-14-76 & R-05-15-44**

**R-01-16-136**

**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**, the Authority authorized said contract and extension 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 a force main at Raintree Pump Station, in the Township of Gloucester; and



**WHEREAS**, the force main at Raintree Pump Station is in need of emergency repairs;  
and

**WHEREAS**, failure to take immediate and emergent action would have resulted in a  
health and safety hazard; and

**WHEREAS**, R.D. Zeuli effectuated the emergency repairs in accordance with its  
Emergency Services Contract awarded on July 17, 2014 and extended on May 21, 2015; and

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

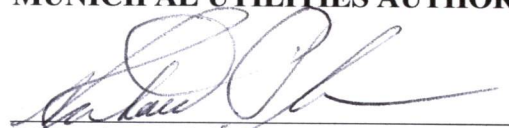
3. The provisions of the **WHEREAS** clauses set forth above are incorporated  
herein by reference and made a part hereof.
4. Staff is hereby authorized to process the payment request from R.D. Zeuli,  
Inc., in the amount of \$19,874.50, for the subject emergency repairs, in  
accordance with the recommendation of Thomas Leisse, PE, CME, Authority  
Engineer, dated January 12, 2016.

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

**ATTEST:**

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

  
\_\_\_\_\_  
Joseph Pillo, Assistant 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 January 21, 2016.

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

Dated: January 21, 2016

January 12, 2016

GTUA 1500

**Via Electronic Mail**

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

Attention: Ray Carr, Executive Director

**Subject: The Landings Pumping Station  
Force Main Modification**

Dear Ray:

Based on our discussions and review of the site conditions with R.D. Zeuli, Inc., please find attached the proposal to modify the existing force main along Peter Cheeseman Road by reconnecting the force main to a sanitary manhole on Heritage Hill Drive. By redirecting the force main to Heritage Hill, we believe it will significantly reduce the deterioration and improve the performance of the Landings pumps. The work would be completed under the provisions of the Emergency Repairs to Wastewater Conveyance System, Mains and Laterals and Supplementary Construction Services.

Pending the Authority's review and approval, I recommend that the Authority authorize R.D. Zeuli, Inc. to complete the redirection of the force main in the amount of \$19,874.50.

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

Sincerely,

**PENNONI ASSOCIATES**



Thomas Leisse, PE, CME  
Authority Engineer

Enclosures

cc: Marlene Hrynio, GTMUA

Z:\PROJECTS\GTUA\1500-General Engineering\Carr Letter Heritage Hill FM 011216.docx





856-768-1985  
Fax 856-768-0242

**R.D. Zeuli, Inc.**

**Builders - Contractors - Developers**

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

January 12, 2016

Gloucester Twp MUA  
PO Box 216  
Glendora, NJ 08029

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

Re: Heritage Hill FM

Dear Mr. Leisse,

We propose to supply all labor, materials and equipment necessary to redirect the existing force main in Peter Cheeseman Rd to a new discharge point at Heritage Hill.

**As Follows:**

- Test Pits
- Sending and receiving Pits at/on Peter Cheeseman Rd & Heritage Hill Drive
- Supply & Install + 200 LF Horizontally Drilled 4" HDPE sanitary force main.
- Tie into existing 4" DIP force main, and 4" 90° Bend. No wet tap is anticipated.
- Pump Station to be off during our tie in.
- Core drill and provide for internal drop at nearest Heritage Hill Sanitary MH.
- Patch asphalt

\*\*\*Traffic protection consists of cones, barrels, signage by RD Zeuli, Inc. Uniformed officers are by owner.

**Price for above \$19,874.50**

**Notes:**

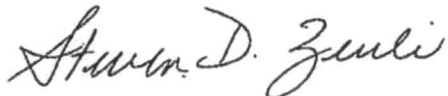
- Not included: bonds, Permits, fees, testing, inspections or surveying.
- Dewatering, other than with sumps & pumping, is not included. Well pointing is specifically not included.
- Removal or relocation of gas, electric, telephone, CATV, irrigation or other underground facilities is not contemplated.

Due to uncertain and rapid price increases in materials, particularly concrete and petroleum based products; our proposals will remain in effect for 30 days. After such time, we reserve the right to adjust our quote accordingly.

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

Thank you for considering R.D.Zeuli, Inc for your construction needs.

Sincerely,

 (RSC)

Steven D. Zeuli, President

SDZ:bsc

GTMUAHeritageHillFM.Prop



GTMUA	Heritage Hill	estimate	28-Dec	
<b>Item</b>	<b>Description</b>	<b>Unit of measure</b>	<b>Unit</b>	<b>Unit \$ Subtotal</b>
1	CX75 excavator	per day	2.5	\$340.00 850
2	321 excavator	per day	0	\$600.00 0
3	303 exc.w/thumb	per day	1	\$300.00 300
4	Skid Steer/CTL	per day	0	\$300.00 0
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	2.5	\$250.00 625
10	Tractor Trailer	per day	0.5	\$450.00 225
11	Utility Truck&acc.	per day	2.5	\$160.00 400
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	1	\$160.00 160
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	6	\$75.00 450
21	Foremen	per Hr	20	\$101.00 2020
22	Operator	per Hr	8	\$101.00 808
23	Laborers	per Hr	60	\$81.00 4860
24	Truck Driver	per Hr	24	\$81.00 1944
25	Mason/Carp.	per Hr	0	\$77.00 0
	<b>Labor&amp;Equip.</b>	<b>Subtotal</b>		12642
<b>Rentals/Materials</b>				
Centurey	drill rent		5000	
RDZ yard	2179		1575	
Norris			0	
	<b>Rent/matls</b>	<b>Subtotal</b>	6575	
		OH&Prof(10%)	657.5	
	<b>Project</b>	<b>Total</b>	<b>19874.5</b>	

**RESOLUTION  
THE GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**

**AUTHORIZING THE EXTENSION AND RENEWAL  
OF THE 2016 SHARED SERVICES GLOBAL AGREEMENT WITH THE TOWNSHIP OF  
GLOUCESTER FOR RECYCLING OF GLASS, PAPERS, PLASTICS AND CANS, AND  
CONTINUATION OF THE COMPOST FACILITY PROGRAM AND CONTINUATION OF  
THE GRASS AND LEAF COLLECTION AND DISPOSAL PROGRAM**

**R-01-16-137**

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

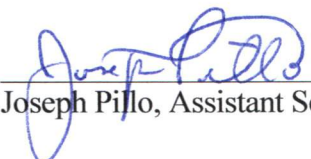
**WHEREAS**, the parties hereto are permitted in accordance with N.J.S.A. 40A:65-1 et seq., the Uniform Shared Services and Consolidation Act ("Act"), to enter into an agreement to provide jointly, or through each respective agency itself, such services authorized by the Act, including areas of general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

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

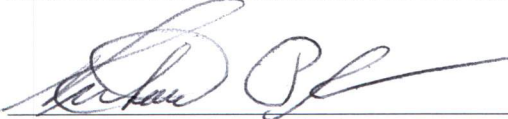
**NOW THEREFORE, BE IT RESOLVED**, by the Gloucester Township Municipal Utilities Authority, a body corporate and politic, as follows:

1. The Chairman and/or Executive Director are hereby authorized to execute an extension for a term of one (1) year (January 1, 2016 through December 31, 2016) of the Shared Services Global Agreement by and between the Gloucester Township Municipal Utilities Authority and the Township of Gloucester in a form similar to that attached hereto and made a part hereof upon final approval by the Authority Solicitor.
2. The Shared Services Global Agreement shall be placed on file in the office of the Gloucester Township Municipal Utilities Authority and made available for public inspection upon execution.

**ATTEST:**

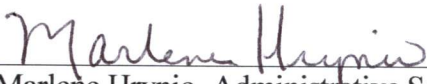
  
\_\_\_\_\_  
Joseph Pillo, Assistant Secretary

**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 January 21, 2016.

A handwritten signature in dark ink, appearing to read "Marlene Hrynio", is written over a horizontal line.

Marlene Hrynio, Administrative Secretary

Dated: January 21, 2016

## **SHARED SERVICES AGREEMENT**

**THIS AGREEMENT** dated 1<sup>st</sup> day of January, 2016, by and between the **TOWNSHIP OF GLOUCESTER**, a municipal corporation of the State of New Jersey, with its principal place of business at Chews Landing Road, P.O. Box 8, Blackwood, New Jersey 08012, (hereinafter referred to as "**Township**") and the **GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**, a body corporate and politic, with its principal place of business located at 401 W. Landing Road, P.O. Box 216, Glendora, New Jersey 08029 (hereinafter referred to as "**Authority**");

### **WITNESSETH**

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

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

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

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



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

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

### **A. BACKGROUND**

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

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

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

2. The Township will provide all funds required in order to purchase any and all equipment necessary for the operation of the Compost Facility. The Authority will advise the Township of the equipment needed. The Township will lease said equipment to the Authority for One Dollar (\$1.00) per year. The parties acknowledge that the cost of the required equipment, specifically the screener and windrow turner, as well as other allocable cost as of the date of this Agreement, is \$1,306,881.17. The Township shall be obligated to pay its share of the yearly debt service payment directly to the Authority for the aforementioned equipment. The parties agree that the amount of the payment during the term of this Agreement is \$86,815.00. Attached hereto and incorporated herein is an itemized list of the equipment required for the operation of the compost facility as prepared by the Authority. The Township also agrees to fund the purchase of certain capital items as set forth in the attached "Authority Capital Budget and Capital Improvement Plan, Fiscal Period Ending February 29, 2017" attached as Exhibit "A".

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

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

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

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



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

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

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

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

11. As set forth in Section II, B. 7. of this Agreement, the Authority shall add or subtract appropriately to the Township any and all revenues gained from the Compost Facility operations, after deduction of the Authority's cost of operation of the Compost Facility and permitted retained earnings in an amount equal to thirty-five percent (35%) of the Compost Facility's operating budget. The thirty-five percent (35%) permitted retained earnings shall be cumulative and defined and calculated on a continual basis for the term of this Inter-local Services Agreement. Upon termination of this Inter-local Services Agreement, any unexpended retained earnings shall be returned to the Township within sixty (60) days of termination.

12. For the year ending December 31, 2016, the parties agree to the following funding:

- A. The Compost Facility's Operating budget for Fiscal year 2016-2017 is \$515,250.00, excluding the Township's share of the 2008 NJEIT debt service obligation.
- B. The anticipated revenue for FY 2016-2017 as determined by the Authority Administration is \$315,000.00.
- C. The unreserved retained earnings as defined in the Report of Audit of the GTMUA at the end of the contract term for the Authority's Solid Waste Composting Budget compared with the recently completed audit of the Authority is equal to the amount of unreserved retained earnings.
- D. The calculation of the amount due from the Township for the year ending 2016-2017 for the Compost Facility operating budget is as follows:

\$515,250.00	Compost Facility Operating Budget FY 2016-2017
<u>-\$315,000.00</u>	
<u>\$200,250.00</u>	Amount Due from Township to GTMUA for Compost Facility Operating Budget for FY 2016- 2017 or \$16,688.00 per month.

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

### **A. BACKGROUND**

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



cooperate and proceed and continue with the undertaking of the collection and disposal by composting of grass and leaves within the municipal boundaries of the Township. The Township and the Authority are willing to enter into an agreement for the establishment of a continued relationship between the parties for the collection, disposal and composting of grass and leaves within the Township as part of the municipality's solid waste program.

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

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

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

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

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

5. The Township shall agree to pay or reimburse the Authority for the actual cost of said grass and leaf collection, compost, and disposal operation collectively known as "the grass and leaf collection operation". The actual cost for operation of the grass and leaf

collection and disposal by the Compost Facility for the fiscal year 2016-2017 shall be \$698,490.00. Any liabilities due to the Township as set forth in the audit report as of February 28, 2016 of the Authority shall be credited against the cost associated with the grass and leaf collection operation and any monthly payment due to the Authority shall be adjusted accordingly.

6. The Township shall agree to pay and reimburse the Authority one-twelfth (1/12) of the said estimated and agreed upon annual operating budget for this grass and leaf collection operation or \$58,209.00 beginning January 1, 2016 and the first day of each month thereafter until December 31, 2016 when the last payment is due.

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

8. Any vehicles, equipment or machinery purchased or leased by the Authority for this grass and leaf collection operation, shall be approved by the Township and the cost thereof shall be included in the annual operating budget. The Township recognizes that the



Authority presently utilizes five (5) vehicles in the performance of this contract and these vehicles are essential to the efficient performance by the Authority.

9. The Township shall maintain a contingency fund for any possible major repairs (major repairs are those exceeding \$1,500.00 excluding items of routine maintenance, repairs and replacement) to the various trucks and equipment utilized by the Authority in its grass and leaf collection operation relating to the collection and disposal by composting of grass and leaves. No disbursement from the contingency fund will occur unless the Township is first notified and the Department of Public Works is given twenty four (24) hours notification, the Township shall disburse the funds for the repairs. If by December 31<sup>st</sup> of each calendar year, said funds have not been expended or any portion of these funds has not been expended, they will remain with the Township to be used for transfer or to cancel to Fund Balance.

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

#### **A. BACKGROUND**

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

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

1. The Authority shall establish, with the cooperation and approval of the Township Director of Public Works, a schedule for the collection of these recyclable materials

for all areas of the Township, said schedule to be created on an annual basis and posted at the Township Municipal Building. Said schedule shall be on a bi-weekly collection basis.

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

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

4. The Township shall agree to pay or reimburse the Authority for the actual cost of said recycling collection and disposal operation for the term of the Contract, but not to exceed \$730,470.00.

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

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

7. The Township shall agree to pay and reimburse the Authority one-twelfth (1/12) of said estimated annual operating budget or \$60,874.00 for this collection and disposal



operation beginning January 1<sup>st</sup> of each calendar year and continuing on a month-to-month basis until December 31<sup>st</sup> of the succeeding year, when the last payment is due.

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

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

1. This Agreement shall be for a one (1) year time period, commencing on January 1, 2016 through December 31, 2016. This Agreement shall automatically renew on a year-to-year basis, unless sixty (60) days written notice by either party to the other of the intent to terminate said Agreement. Upon receipt of such written notice to terminate, this Agreement will expire at the end of the annual time period and shall become null and void and of no further legal effect.

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

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

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

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

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

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

**ATTEST:**

**TOWNSHIP OF GLOUCESTER**

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

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

**ATTEST:**

**GLOUCESTER TOWNSHIP MUNICIPAL  
UTILITIES AUTHORITY**

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

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



# **EXHIBIT “A”**



**AUTHORITY CAPITAL BUDGET  
AND CAPITAL IMPROVEMENT PLAN  
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY  
FISCAL PERIOD ENDING FEBRUARY 28, 2017  
PROPOSED YEAR'S CAPITAL PLAN FUNDING SOURCES - SOLID WASTE OPERATIONS**

<u>Projects</u>	<u>Estimated Total Costs</u>	<u>Twp of Gloucester Debt Authorized</u>	<u>Twp. of Gloucester</u>
A. RECYCLE TRUCK	\$270,000	\$0	\$270,000
B. RECYCLE TOTES	\$0	\$0	\$0
C. PACKER (GRASS/LEAF)	\$0	\$0	\$0
D. DUMP TRUCK (30 YD)	\$250,000	\$0	\$250,000
E. LOADER	\$0	\$0	\$0
F. VEHICLE GPS	\$10,000	\$0	\$10,000
G. PICK-UP F-150	\$0	\$0	\$0
H. MISC. CAPITAL/ SITE MAINTENANCE	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
<b>TOTAL</b>	<b><u>\$530,000</u></b>	<b><u>\$0</u></b>	<b><u>\$530,000</u></b>





**AUTHORITY CAPITAL BUDGET  
AND CAPITAL IMPROVEMENT PLAN  
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY  
FISCAL PERIOD ENDING FEBRUARY 28, 2017  
5-YEAR CAPITAL PLAN - SOLID WASTE OPERATIONS**

<u>Projects</u>	<u>Total Costs</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
A. RECYCLE TRUCK	\$ 810,000.00	\$ 270,000.00	\$ -	\$ 270,000.00	\$ -	\$ 270,000.00
B. RECYCLE TOTES	\$ 20,000.00	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -
C. PACKER (GRASS/LEAF)	\$ 175,000.00	\$ -	\$ -	\$ -	\$ 175,000.00	\$ -
D. DUMP TRUCK (30YD)	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -
E. LOADER	\$ 225,000.00	\$ -	\$ 225,000.00	\$ -	\$ -	\$ -
F. VEHICLE GPS	\$ 10,000.00	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -
G. PICK-UP F-150	\$ 30,000.00	\$ -	\$ 30,000.00	\$ -	\$ -	\$ -
H. MISC. CAPITAL/ SITE MAINTENANCE	\$ 40,000.00	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -
<b>TOTAL</b>	<b>\$ 1,560,000.00</b>	<b>\$ 530,000.00</b>	<b>\$ 275,000.00</b>	<b>\$ 270,000.00</b>	<b>\$ 215,000.00</b>	<b>\$ 270,000.00</b>

# **EXHIBIT “B”**





State of New Jersey

CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lt. Governor

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

BOB MARTIN  
Commissioner

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

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


**Gloucester Township MUA**

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

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

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

January 31, 2013  
Issuance Date

  
\_\_\_\_\_  
Anthony Fontana, Chief  
Bureau of Transfer Stations and Recycling Facilities

December 17, 2017  
Expiration Date

### Scope of Approval

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

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

### Regulated Activities at the Facility

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

### Facility Description

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

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

Approved General Approval Application and Associated Documents

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

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

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



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

**Subject Item: PI 132029 -**

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



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

---

**Subject Item: PI 132029 -**

---

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



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

**Subject Item: PI 132029 -**

---

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



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

---

**Subject Item: PI 132029 -**

---

39. The facility shall comply with the general operating requirements for all Recycling Centers as provided at N.J.A.C. 7:26A-4.1 [N.J.A.C. 7:26A-4]
- 

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

---

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



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

---

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

---

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

---

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

---

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



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

---

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

---

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

---

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

---

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



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

---

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

---

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



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

---

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

---

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



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

---

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

---

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

# 2017 ADOPTED BUDGET RESOLUTION

## GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

(Name)

### AUTHORITY

**FISCAL YEAR:**    **FROM:**    March 1, 2016    **TO:**    February 28, 2017

WHEREAS, the Annual Budget and Capital Budget/Program for the Gloucester Township Municipal Utilities Authority for the fiscal year beginning March 1, 2016 and ending, February 28, 2017 has been presented for adoption before the governing body of the Gloucester Township Municipal Utilities Authority at its open public meeting of January 21, 2016; and

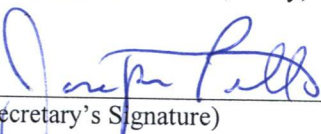
WHEREAS, the Annual Budget and Capital Budget as presented for adoption reflects each item of revenue and appropriation in the same amount and title as set forth in the introduced and approved budget, including all amendments thereto, if any, which have been approved by the Director of the Division of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

WHEREAS, the Annual Budget as presented for adoption reflects Total Revenues of \$7,484,862.00, Total Appropriations, including any Accumulated Deficit, if any, of \$7,684,862.00 and Total Unrestricted Net Position utilized of \$200,000.00; and

WHEREAS, the Capital Budget as introduced reflects Total Capital Appropriations of \$2,626,000.00 and Total Unrestricted Net Position planned to be utilized as funding thereof, of \$896,000.00; Debt Authorized totaling \$1,200,000.00, funding from a Township of Gloucester contribution totaling \$530,000.00 and

NOW, THEREFORE BE IT RESOLVED, by the governing body of Gloucester Township Municipal Utilities Authority, at an open public meeting held on January 21, 2016 that the Annual Budget and Capital Budget/Program of the Gloucester Township Municipal Utilities Authority for the fiscal year beginning, March 1, 2016 and, ending, February 28, 2017 is hereby adopted and shall constitute appropriations for the purposes stated; and

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

  
(Secretary's Signature)

January 21, 2016  
(Date)

Governing Body Member:	Recorded Vote				
	Aye	Nay	Abstain	Absent	
<b>Richard P. Calabrese</b>	<b>X</b>				
<b>Frank Simiriglia</b>	<b>X</b>				
<b>Dora Guevara</b>	<b>X</b>				
<b>Joseph Pillo</b>	<b>X</b>				
<b>Glen Bianchini</b>	<b>X</b>				