

## Resolution-R-2-16-18

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

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

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


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

AMOUNT	NAME	PURPOSE
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**As Per Attached: \$472,616.22**

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 **18 of February, 2016**

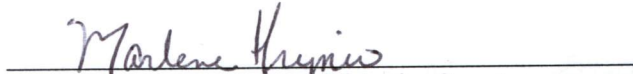
  
Richard P. Calabrese, Chairman

ATTEST:

  
Joseph Pillo, Secretary

I hereby certify that the foregoing is a true and exact copy of a resolution introduced and adopted by The Gloucester Township Municipal Utilities Authority at a meeting held on **February 18, 2016**

Dated: **February 18, 2016**

  
Marlene Hrynio, Administrative Secretary

January 26, 2016  
10:35 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
AQU00010 AQUA NEW JERSEY							
16-01349	01/20/16	MONTHLY WATER SERVICE	Open	203.88	0.00		
ATL00020 ATLANTIC CITY ELECTRIC							
16-01350	01/20/16	MONTHLY ELECTRIC SERVICE	Open	3,610.63	0.00		
COM00020 COMCAST INC							
16-01366	01/25/16	MONTHLY TELEPHONE & INTRENET	Open	461.89	0.00		
CON00020 CONNER STRONG & BUCKELEW							
16-01372	01/25/16	2016 EXCESS WORKERS COMP	Open	4,345.64	0.00		
16-01373	01/25/16	2016 EXCESS WORKERS COMP	Open	869.14	0.00		
				5,214.78			
EDM00020 EDMUNDS & ASSOCIATES							
16-01369	01/25/16	2016 EDMUNDS HARDWARE	Open	15,218.00	0.00		
NJ000090 N.J. AMERICAN WATER CO.							
16-01356	01/22/16	MONTHLY WATER SERVICE	Open	74.80	0.00		
PSE00010 PSE&G 1							
16-01348	01/20/16	MONTHLY ELECTRIC SERVICE	Open	6,102.70	0.00		
SOU00030 SOUTH JERSEY GAS							
16-01355	01/22/16	MONTHLY GAS SERVICE	Open	1,616.16	0.00		
WAD00010 WADE, LONG & WOOD, LLC							
16-01378	01/26/16	LEGAL FEES DEC 2015	Open	5,225.14	0.00		
16-01379	01/26/16	LEGAL FEES NOV 15	Open	4,204.93	0.00		
				9,430.07			
WIL00080 WILLIS OF NEW JERSEY INC.							
16-01370	01/25/16	2016 AUTHORITY INSURANCE	Open	80,666.71	0.00		
16-01371	01/25/16	2016 AUTHORITY INSURANCE	Open	25,805.59	0.00		
				106,472.30			

Total Purchase Orders:	13	Total P.O. Line Items:	0	Total List Amount:	148,405.21	Total Void Amount:	0.00
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From/To Account		Amount	Effective Date
From:	OPERATING	245.28	02/02/2016
To:	PAYROLL		
From/To Account		Amount	Effective Date
From:	-OPERATING	38208.51	01/20/2016
To:	-PAYROLL		
From/To Account		Amount	Effective Date
From:	OPERATING	47961.11	01/26/2016
To:	PAYROLL		
From/To Account		Amount	Effective Date
From:	OPERATING	243.47	01/26/2016
To:	PAYROLL		
From/To Account		Amount	Effective Date
From:	OPERATING	41435.87	02/02/2016
To:	-PAYROLL		
From/To Account		Amount	Effective Date
From:	OPERATING	234.44	01/20/2016
To:	-PAYROLL		
From/To Account		Amount	Effective Date
From:	-OPERATING	396.85	02/09/2016
To:	PAYROLL		
From/To Account		Amount	Effective Date
From:	OPERATING	236.24	02/09/2016
To:	-YROLL		
From/To Account		Amount	Effective Date
From:	-OPERATING	39350.64	02/09/2016
To:	PAYROLL		

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THE GLOUCESTER TOWNSHIP MUA  
Purchase Order Listing By Vendor Name

Page No: 1

P.O. Type: All	Include Project Line Items: Yes	Open: N	Paid: N	Void: N
Range: First	to Last	Rcvd: N	Held: N	Aprv: Y
Format: Condensed	First Enc Date Range: First to 02/28/16	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
A0000020 A & M PRODUCTS							
16-01299	01/08/16	SAFTEY & MARKOUTS	Open	543.88	0.00		
16-01407	02/02/16	SAFTEY	Open	<u>601.86</u>	0.00		
				1,145.74			
AJ000010 A&J BAR JANITORIAL, INC.							
16-01261	12/28/15	MONTHLY P.O. FOR JANUARY 2016	Open	236.06	0.00		
AME00130 AMERICAN WORK CARE							
16-01360	01/25/16	J.CARGEN NEW HIRE PHYSICAL	Open	100.00	0.00		
AQU00010 AQUA NEW JERSEY							
16-01461	02/09/16	MONTHLY WATER SERVICE	Open	97.86	0.00		
ATG00010 ATGER, GLENN							
16-01359	01/25/16	G.ATGER SCRIPTS	Open	55.00	0.00		
ATL00020 ATLANTIC CITY ELECTRIC							
16-01462	02/09/16	MONTHLY ELECTRIC SERVICE	Open	7,660.89	0.00		
BIL00030 BILLOWS ELECTRICAL SUPPLY							
16-01260	12/28/15	MONTHLY P.O. FOR JANUARY 2016	Open	144.13	0.00		
BOO00010 BOOT AMERICA, INC./STORE							
16-01304	01/08/16	G.ENGELBERT SAFTEY SHOES	Open	140.00	0.00		
16-01334	01/13/16	K.MURRAY SAFTEY SHOES	Open	154.99	0.00		
16-01423	02/02/16	S.MAUZ SAFTEY SHOES	Open	<u>159.99</u>	0.00		
				454.98			
BOW00010 BOWMAN & COMPANY							
16-01427	02/03/16	PROFESSIONAL SERVICES	Open	14,280.00	0.00		
BRI00010 BRICK ENGINEERING LLC							
16-01426	02/03/16	ENGINEERING SERVICES	Open	1,740.00	0.00		
BRU00010 BRUNKEL, JOHN							
16-01431	02/03/16	J.BRUNKEL SCRIPTS	Open	15.00	0.00		
CAM00070 CAMDEN COUNTY M.U.A.							
16-01449	02/09/16	LICENSED OPERATOR 1/16	Open	800.00	0.00		
INT00040 CENTRAL RECORD/INTERCOUNTY							
16-01215	12/17/15	5 ADS	Open	235.64	0.00		
16-01221	12/18/15	4 ADS	Open	312.40	0.00		
16-01280	12/31/15	2016 REQUEST FOR PROPOSALS	Open	<u>30.52</u>	0.00		
				578.56			



February 11, 2016  
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THE GLOUCESTER TOWNSHIP MUA  
Purchase Order Listing By Vendor Name

Page No: 2

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
CHE00030 CHEMSEARCH								
	16-01285	01/08/16	ALL VEHICLES & EQUIP	Open	1,217.50	0.00		
CIN00010 CINTAS FIRST AID & SAFETY INC								
	16-01430	02/03/16	REFILL 1ST AID SUPPLIES	Open	170.27	0.00		
	16-01437	02/04/16	AED BATTERIES	Open	479.03	0.00		
					649.30			
COM00020 COMCAST INC								
	16-01455	02/09/16	MONTHLY TELEPHONE & INTERNET	Open	396.62	0.00		
COU00010 COURIER POST								
	16-01352	01/21/16	GENERATOR MAINTENANCE AWARD	Open	97.50	0.00		
	16-01436	02/04/16	RECORDS MGMT SERVICES AD	Open	46.65	0.00		
					144.15			
CRE00000 CREATIVE PAYMENT SOLUTIONS								
	16-01444	02/05/16	AR BOX (ONLINE PAYMENTS) 01/16	Open	314.38	0.00		
DW000000 D&W DIESEL INC.								
	16-01344	01/15/16	2 seperators	Open	53.40	0.00		
	16-01425	02/03/16	#5 TRK	Open	86.35	0.00		
					139.75			
DEL00080 DELTA DENTAL PLAN OF NJ								
	16-01413	02/02/16	JAN REITREE DENTAL BILL	Open	172.50	0.00		
	16-01414	02/02/16	JAN ACTIVE DENTAL BILL	Open	460.00	0.00		
	16-01432	02/04/16	JAN 16 REITREE DENTAL CLAIMS	Open	1,907.00	0.00		
	16-01433	02/04/16	JAN 16 ACTIVE DENTAL CLAIMS	Open	7,056.00	0.00		
					9,595.50			
FAS00010 FASTENAL								
	16-01387	01/26/16	MONTHLY P.O. FOR FEBRUARY 2016	Open	600.99	0.00		
FRA00040 FRANKLIN TRAILERS INC.								
	16-01347	01/20/16	SNOW PLOWS SOLENOID PARTS	Open	221.62	0.00		
GLO00050 GLOUCESTER PLUMBING SUPPLY								
	16-01272	12/29/15	PARTS FOR ROD MACHINE	Open	451.35	0.00		
GOR00010 GORE, KEVIN								
	16-01416	02/02/16	K.GORE SCRIPTS	Open	50.84	0.00		
GRA00020 GRAINGER, INC.								
	16-01405	01/28/16	GENERATOR REPAIRS	Open	613.55	0.00		
GRA00040 GRANTURK EQUIPMENT CO. IN								
	16-01233	12/21/15	TRKS #15,33,35	Open	1,984.46	0.00		
	16-01271	12/29/15	#37 TRK PTO CONTROL VALVE	Open	168.85	0.00		
	16-01311	01/11/16	#15&#33 TRK	Open	387.98	0.00		
	16-01364	01/25/16	#35 TRK HYDRAULIC PUMP	Open	3,190.64	0.00		
					5,731.93			



Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
GRO00020 GROVE HARDWARE & HOME SUPPLY								
	16-01262	12/28/15	MONTHLY P.O. FOR JANUARY 2016	Open	18.37	0.00		
HAR00060 HART AUTO ELECTRIC								
	16-01286	01/08/16	#17 TRK ALT REBUILT	Open	75.00	0.00		
HER00020 HERITAGE BUSINESS SYSTEMS								
	16-01368	01/25/16	MONTHLY COPIER METER 12/2015	Open	37.68	0.00		
HOM00020 HOME DEPOT CREDIT SERVICE								
	16-01375	01/25/16	VARIOUS SUPPLIES	Open	108.50	0.00		
	16-01418	02/02/16	VARIOUS SUPPLIES	Open	547.50	0.00		
	16-01456	02/09/16	VARIOUS SUPPLIES	Open	1,437.23	0.00		
	16-01459	02/09/16	VARIOUS SUPPLIES	Open	200.69	0.00		
					<u>2,293.92</u>			
HUN00020 HUNTER JERSEY PETERBILT								
	16-01351	01/21/16	RECYCLE TRUCKS	Open	123.46	0.00		
INT00000 INTERCON TRUCK EQUIPMENT INC.								
	16-01309	01/08/16	TRK REPAIR	Open	509.97	0.00		
	16-01353	01/21/16	SNOW PLOWS	Open	332.58	0.00		
					<u>842.55</u>			
JOS00010 JOSEPH FAZZIO INC.								
	16-01266	12/28/15	MONTHLY P.O. FOR JANUARY 2016	Open	136.98	0.00		
LAU00020 LAUREL LAWNMOWER SERVICE								
	16-01268	12/28/15	MONTHLY P.O. FOR JAN 2016	Open	74.00	0.00		
MO000021 M & E LOCKSMITH								
	16-01229	12/18/15	INSTALL SECURITY CAMERAS	Open	1,375.00	0.00		
	16-01346	01/19/16	FIX LOCK ON FRONT ADMIN BLDG	Open	110.00	0.00		
					<u>1,485.00</u>			
MAW00010 MAWSON CHARLES								
	16-01374	01/25/16	C.MAWSON SCRIPTS	Open	81.94	0.00		
	16-01411	02/02/16	C.MAWSON EYEGLASSES	Open	175.00	0.00		
					<u>256.94</u>			
MEC00030 MECHANICS NAPA BLACKWOOD								
	16-01270	12/28/15	MONTHLY P.O. FOR JAN 2016	Open	456.51	0.00		
MIC00020 MICKLE CHRISTOPHER								
	16-01417	02/02/16	C.MICKLE SCRIPTS	Open	59.56	0.00		
MON00010 MONACO, THOMAS								
	16-01465	02/10/16	T MONACO - SCRIPTS	Open	30.00	0.00		
NJ000090 N.J. AMERICAN WATER CO.								
	16-01460	02/09/16	MONTHLY WATER SERVICE	Open	331.58	0.00		



Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
NJ000120 N.J.MOTOR VEHICLE SERVICE								
	16-01409	02/02/16	#T-1 REGISTRATION RENEWAL	Open	32.00	0.00		
NIC00010 NICOLARY LEONARD								
	16-01363	01/25/16	L.NICOLARY SCRIPTS	Open	384.94	0.00		
ONE00010 ONE CALL CONCEPTS, INC.								
	16-01470	02/11/16	MONTHLY MARKOUTS JAN 2016	Open	413.34	0.00		
PAI00010 PAINO DOMINICK								
	16-01415	02/02/16	D.PAINO SCRIPTS	Open	22.71	0.00		
PAU00030 PAUL RILEY								
	16-01457	02/09/16	P.RILEY SCRIPTS	Open	123.58	0.00		
PED00010 PEDRONI FUEL CO.								
	16-01439	02/04/16	NO LEAD GAS 846.3 GAL @1.2606	Open	1,066.85	0.00		
PEN00030 PENN-JERSEY MACHINERY LLC								
	16-01343	01/15/16	DIPSTICK	Open	135.94	0.00		
	16-01435	02/04/16	VOLVO LOADER WIPER BLADE	Open	61.69	0.00		
					197.63			
PEN00040 PENNONI ASSOCIATES INC.								
	16-01468	02/11/16	ENGINEERING SERVICES	Open	3,317.50	0.00		
PES00010 PEST PROFESSIONALS								
	16-01362	01/25/16	MONTHLY PEST CONTROL	Open	145.00	0.00		
DEB00010 PETTY CASH								
	16-01471	02/11/16	PETTY CASH S.W.	Open	17.05	0.00		
REP00010 REPUBLIC SERVICES BFI #628								
	16-01454	02/09/16	LAST TRASH DISPOSAL FROM R.S	Open	813.57	0.00		
RIG00010 RIGGINS INC.								
	16-01421	02/02/16	DIESEL FUEL 800 GAL @1.421300	Open	2,152.69	0.00		
	16-01440	02/04/16	DIESEL FUEL 343.8 GAL @1.4695	Open	505.21	0.00		
	16-01469	02/11/16	DIESEL FUEL 639.7 GAL @1.50530	Open	962.94	0.00		
					3,620.84			
SAF00010 SAFEGUARD								
	16-01340	01/14/16	RESERVE FUND DEPOSIT TICKETS	Open	230.83	0.00		
	16-01357	01/22/16	BANK SECURITY BAGS FOR ACC REC	Open	188.53	0.00		
					419.36			
SHU00010 SHUPPER-BRICKLE EQUIPMENT								
	16-01156	12/02/15	ANNUAL HOIST INSPECTION	Open	630.00	0.00		
SPR00000 SPRINT								
	16-01467	02/11/16	MONTHLY TELEPHONE LINES	Open	1,020.44	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
STA00125 ST OF NJ ACTIVE HEATH								
	16-01420	02/02/16	FEBRUARY ACTIVE H/C BILL	Open	61,449.78	0.00		
STA00115 ST OF NJ RETIREE HEALTH CARE								
	16-01419	02/02/16	FEBRUARY RETIREE H/C BILL	Open	20,608.70	0.00		
STA00040 STAPLES CREDIT PLAN								
	16-01458	02/09/16	VARIOUS SUPPLIES	Open	85.97	0.00		
SWKTE005 SWK TECHNOLOGIES INC								
	16-01293	01/08/16	VARIOUS COMPUTER WORK	Open	330.00	0.00		
	16-01361	01/25/16	MONTHLY OFFSITE STORAGE	Open	471.40	0.00		
					801.40			
TOW00030 TOWNSHIP OF GLOUCESTER								
	16-01358	01/25/16	WORKMAN'S COMP - A.CALABRESE	Open	255.21	0.00		
TRE00040 TREASURER - STATE OF NJ								
	16-01367	01/25/16	RECYCLING COMPLIANCE	Open	2,285.50	0.00		
WIG00010 WIGGINS, KAREN								
	16-01453	02/09/16	K.WIGGINS SCRIPTS	Open	78.01	0.00		
WIL00040 WILLIAM HARVEY								
	16-01408	02/02/16	B.HARVEY SCRIPTS	Open	100.00	0.00		
XYL00010 XYLEM SHARED SERVICE								
	16-00353	05/21/15	P.S. YEARLY SERVICING	Open	4,201.30	0.00		
SHO00010 ZALLIE SUPERMARKETS								
	16-01450	02/09/16	EMPLOYEE SCRIPTS	Open	150.67	0.00		
Total Purchase Orders:					90	Total P.O. Line Items:		0
Total List Amount:					155,898.60	Total Void Amount:		0.00



## Resolution-R-2-16-19

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

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

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

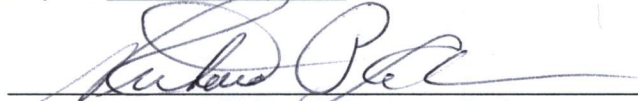
BE IT FURTHER RESOLVED THAT such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

AMOUNT	NAME	PURPOSE
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**As Per Attached: \$116,647.24**

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 **18 of February, 2016**

  
Richard P. Calabrese, Chairman

ATTEST:

  
Joseph Pillo, Secretary

I hereby certify that the foregoing is a true and exact copy of a resolution introduced and adopted by The Gloucester Township Municipal Utilities Authority at a meeting held on **February 18, 2016**

Dated: **February 18, 2016**

  
Marlene Hrynio, Administrative Secretary

February 11, 2016  
02:13 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		Status	Amount	Void Amount	Contract	PO Type
PO #	PO Date Description					
ENV00070 ENVIROSIGHT LLC						
16-01281	01/04/16 SEWER TELEVISIONING EQUIPMENT	Open	78,422.35	0.00		
PEN00020 PENN POWER SYSTEMS						
16-01002	10/26/15 ORR RD P.S.	Open	18,008.50	0.00		
PEN00040 PENNONI ASSOCIATES INC.						
16-01473	02/11/16 ENGINEERING SERVICES	Open	3,237.50	0.00		
XYL00010 XYLEM SHARED SERVICE						
16-00250	05/01/15 PIERCE, LINCOLN, LAKESIDE P.S.	Open	4,559.20	0.00		
16-01246	12/23/15 NP-3102.185 4" SUBMERSIBLE	Open	10,423.26	0.00		
16-01284	01/07/16 CLEMENTON AVE P.S.	Open	1,658.93	0.00		
			16,641.39			

Total Purchase Orders:	6	Total P.O. Line Items:	0	Total List Amount:	116,309.74	Total Void Amount:	0.00
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January 26, 2016  
10:53 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
WAD00010 WADE, LONG & WOOD, LLC							
16-01376	01/26/16	LEGAL FEES DEC 2015	Open	337.50	0.00		

Total Purchase Orders:	1	Total P.O. Line Items:	0	Total List Amount:	337.50	Total Void Amount:	0.00
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## Resolution-R-2-16-20

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

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

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


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

AMOUNT	NAME	PURPOSE
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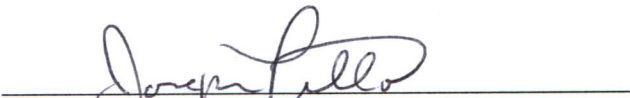
**As Per Attached: \$9,300.00**

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

Passed The Gloucester Township Municipal Utilities Authority this **18 of February, 2016**

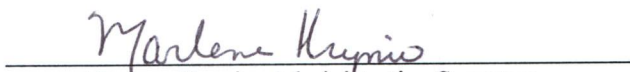
  
Richard P. Calabrese, Chairman

ATTEST:

  
Joseph Pillo, Secretary

I hereby certify that the foregoing is a true and exact copy of a resolution introduced and adopted by The Gloucester Township Municipal Utilities Authority at a meeting held on **February 18, 2016**

Dated: **February 18, 2016**

  
Marlene Hrynio, Administrative Secretary



January 26, 2016  
10:46 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
WAD00010 WADE, LONG & WOOD, LLC							
16-01377	01/26/16	LEGAL FEES DEC 2015	Open	37.50	0.00		
16-01380	01/26/16	LEGAL FEES NOV 15	Open	218.75	0.00		
				256.25			

Total Purchase Orders:	2	Total P.O. Line Items:	0	Total List Amount:	256.25	Total Void Amount:	0.00
------------------------	---	------------------------	---	--------------------	--------	--------------------	------

February 11, 2016  
02:36 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
Include Non-Budgeted: Y	Prior Year Only: N			Exempt: Y

Vendor # Name

PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
GTM00070 GTMUA RESERVE FUND							
16-00526	07/01/15	ESCRW BILLING 12/31/14-6/30/15	Open	560.00	0.00		
16-01393	01/26/16	INSPECTIONS 6/30/15-12/31/15	Open	320.00	0.00		
16-01395	01/26/16	INSPECTIONS 6/30/15-12/31/15	Open	400.00	0.00		
16-01396	01/26/16	INSPECTIONS 6/30/15-12/31/15	Open	80.00	0.00		
16-01397	01/26/16	INSPECTIONS 6/30/15-12/31/15	Open	960.00	0.00		
16-01398	01/26/16	INSPECTIONS 6/30/15-12/31/15	Open	160.00	0.00		
16-01399	01/26/16	INSPECTIONS 6/30/15-12/31/15	Open	320.00	0.00		
16-01400	01/26/16	INSPECTIONS 6/30/15-12/31/15	Open	3,360.00	0.00		
16-01401	01/26/16	INSPECTIONS 6/30/15-12/31/15	Open	80.00	0.00		
16-01402	01/26/16	INSPECTIONS 6/30/15-12/31/15	Open	480.00	0.00		
16-01403	01/26/16	INSPECTIONS 6/30/15-12/31/15	Open	560.00	0.00		
16-01404	01/26/16	INSPECTIONS 6/30/15-12/31/15	Open	480.00	0.00		
				7,760.00			

PEN00040 PENNONI ASSOCIATES INC.

16-01103	11/19/15	ENGINEERING FEES	Open	560.00	0.00		
16-01475	02/11/16	ENGINEERING SERVICES	Open	280.00	0.00		
				840.00			

WAD00010 WADE, LONG & WOOD, LLC

16-01381	01/26/16	LEGAL FEES DEC 2015	Open	443.75	0.00		
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Total Purchase Orders:	15	Total P.O. Line Items:	0	Total List Amount:	9,043.75	Total Void Amount:	0.00
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**RESOLUTION**  
**GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**  
**RESOLUTION AUTHORIZING COMPLETION OF EMERGENCY REPAIR WORK**  
**FOR A FORCE MAIN REPAIR AT WILLIAMSTOWN ERIAL 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-02-16-21**

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

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

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

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

**WHEREAS**, 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 Williamstown Erial Road, in the Township of Gloucester; and

**WHEREAS**, the force main at Williamstown Erial 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

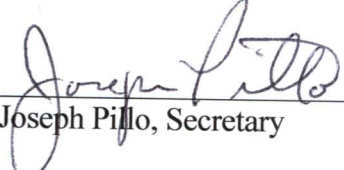
**NOW, THEREFORE BE IT RESOLVED** by the Gloucester Township Municipal Utilities Authority, a body corporate and politic, as follows:


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 \$7,940.00, for the subject emergency repairs, in accordance with the recommendation of Thomas Leisse, PE, CME, Authority Engineer, dated February 10, 2016.

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

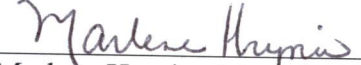
**ATTEST:**

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

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

  
\_\_\_\_\_  
Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of February 18, 2016.

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

Dated: February 18, 2016



February 10, 2016

GTUA 1520

**Via Electronic Mail**

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

Attention: Ray Carr, Executive Director

**Subject: Emergency Repair  
Williamstown Erial Road**

Dear Ray:

On Monday, January 25<sup>th</sup>, 2016, a force main issue was reported at Williamstown Erial Road downstream of the Lakesde Pumping Station.

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 cracked and 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 temporarily on January 26<sup>th</sup>, 2016 by installing a section of replacement pipe and temporary repair clamps. Due to the diameter of the existing force main, new pipe needed to be ordered for the final repair. On Tuesday, February 9<sup>th</sup>, 2016, the final repair was successfully completed using a section of schedule 40 PVC and Hymax couplings, 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 \$7,940.00, which I have reviewed and recommend for payment. All work has been completed and accepted.

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

Sincerely,

**PENNONI ASSOCIATES**

A handwritten signature in dark ink, appearing to read "Thom Leisse".

Thomas Leisse, PE, CME  
Authority Engineer

Enclosure

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

Z:\PROJECTS\GTUA\1520- Williamstown Erial Road Emergency Repair\CORRESPONDENCE\SENT\Carr Letter Williamstown Erial Road  
021016.docx



<b>GTMUA</b>	<b>Williamstown</b>	<b>26-Jan-16</b>			
	<b>Erial Road</b>	<b>9-Feb-16</b>			
<b>26-Jan-16</b>					
<b><u>Item</u></b>	<b><u>Description</u></b>	<b><u>Unit of measure</u></b>	<b><u>Unit</u></b>	<b><u>Unit \$</u></b>	<b><u>Subtotal</u></b>
1	Backhoe	per day	0.8	\$340.00	272
2	321 excavator	per day	0	\$600.00	0
3	303 exc.w/thumb	per day	0	\$300.00	0
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	0.8	\$215.00	172
9	DumpTruck 14 cy	per day	0	\$250.00	0
10	Tractor Trailer	per day	0.25	\$450.00	112.5
11	UtilityTruck&acc.	per day	0.8	\$160.00	128
12	Roller	per day	0	\$310.00	0
13	Paver	per day	0	\$1,325.00	0
14	Backhoe	per day	0	\$340.00	0
15	AirComp&acc.	per day	0	\$160.00	0
16	JumpJack	per day	0	\$50.00	0
17	3" pump	per day	0	\$200.00	0
18	trenchbox	per day	0	\$300.00	0
19	Sawcutting	LF	0	\$3.00	0
20	Superintendent	per Hr	8	\$75.00	600
21	Foremen	per Hr	7	\$151.50	1060.5
22	Operator	per Hr	0	\$101.00	0
23	Laborers	per Hr	7	\$121.50	850.5
24	Truck Driver	per Hr	7	\$121.50	850.5
25	Mason/Carp.	per Hr	0	\$77.00	0

<b>GTMUA</b>	<b>Williamstown</b>	<b>26-Jan-16</b>			
	<b>Erial Road</b>	<b>9-Feb-16</b>			
<b>9-Feb-16</b>					
<b>Item</b>	<b>Description</b>	<b>Unit of measure</b>	<b>Unit</b>	<b>Unit \$</b>	<b>Subtotal</b>
1	Backhoe	per day	0.5	\$340.00	170
2	321 excavator	per day	0	\$600.00	0
3	303 exc.w/thumb	per day	0	\$300.00	0
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	0.5	\$215.00	107.5
9	DumpTruck 14 cy	per day	0	\$250.00	0
10	Tractor Trailer	per day	0.25	\$450.00	112.5
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	\$160.00	0
16	JumpJack	per day	0	\$50.00	0
17	3" pump	per day	0	\$200.00	0
18	trenchbox	per day	0	\$300.00	0
19	Sawcutting	LF	0	\$3.00	0
20	Superintendent	per Hr	0	\$75.00	0
21	Foremen	per Hr	5	\$101.00	505
22	Operator	per Hr	0	\$101.00	0
23	Laborers	per Hr	8	\$81.00	648
24	Truck Driver	per Hr	6	\$81.00	486
25	Mason/Carp.	per Hr	0	\$77.00	0
			<b>Subtotal</b>		<b>6235</b>
	<b>Rent/matls</b>				
RDZ	stone	1776	100		
HDSupply	pipe/misc	f066408	410		
		f061762	600		
		f060310	440		
		<b>Subtotal</b>	<b>1550</b>		
		<b>OH&amp;Prof(10%)</b>	<b>155</b>		
	<b>Project</b>	<b>Total</b>	<b><u>7940</u></b>		





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

Builders - Contractors - Developers

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

DATE 2/9/16 1776  
START TIME 7 ☒ AM ☐ PM END TIME 4 ☒ AM ☐ PM  
JOB NAME Gtma  
JOB ADDRESS W/E R.L.  
JOB DESCRIPTION Replace temp fix w/ permanent  
EXPORT FROM 259 Westmonte/yard HAUL TO job  
MATERIAL \_\_\_\_\_ NO. of LOADS \_\_\_\_\_  
QTY. TOTAL \_\_\_\_\_

EQUIPMENT  
MOBILIZATION



OFF ROAD FUEL  
GALLONS

NOTES

San Jo 3/4 clean stone

yard to job site

4 tons

4 tons @ 25.-

\$100.-

# HD SUPPLY WATERWORKS

## INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # E0664  
Invoice Date 1/29  
Account # 1295  
Sales Rep RUSTY MILLI  
Phone # 856-753-55  
Branch # 272 Berlin  
Total Amount Due \$438

Remit To:  
HD SUPPLY WATERWORKS, LTD.  
PO BOX 28330  
ST LOUIS, MO 63146

322 1 AB 0.416 E0122X 10143 01816540274 P3079229 0001:0001



R. D. ZEULI, INC.  
PO BOX 350  
WEST BERLIN NJ 08091-0350

Shipped to:  
288 PINEDGE DR  
WEST BERLIN, NJ

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via
1/28/16	1/28/16	VERBAL	GTMUA REPAIRS			OUR TRUCK
Quantity						
Product Code	Description	Ordered	Shipped	B/O	Price	UM Extended Pri
7486056031516	860-56-0315-16 12" HYMAX CPLG 12.40-13.03 LR; 12.99-13.66 HR OD	1	1		410.00000	EA 411



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Freight Delivery Handling Restock Misc.

Subtotal: 410.00

Other: 0.00

Tax: 28.50

Invoice Total: \$468.50

Terms: NET 30

Ordered By:

This transaction is governed by and subject to HD Supply Waterworks' standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: [www.waterworks.hdsupply.com/TandC](http://www.waterworks.hdsupply.com/TandC).

0001-0001

Page 1 of



# **HD SUPPLY** WATERWORKS

## INVOICE

1830 Craig Park Court  
St. Louis, MO 63146

Invoice # F061762  
Invoice Date 1/28/16  
Account # 129999  
Sales Rep RUSTY MILLER  
Phone # 856-753-5566  
Branch # 272 Berlin, NJ  
Total Amount Due \$642.00

Remit To:  
HD SUPPLY WATERWORKS, LTD.  
PO BOX 28330  
ST LOUIS, MO 63146

380 1 MB 0.439 E0356 10498 01615538403 P3078033 0002:0002



R. D. ZEULI, INC.  
PO BOX 350  
WEST BERLIN NJ 08091-0350

Shipped to:  
288 PINEDGE DR  
WEST BERLIN, NJ

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	
1/27/16	1/27/16	SEE BELOW	GTMUA			OUR TRUCK	
Quantity							
Product Code	Description	Ordered	Shipped	B/O	Price	UM	Extended Price
CUSTOMER PO#- GTMUA WILLIAMSTOWN RD							
0512040	12X20' PVC SCH40 PIPE SWB BE SOLVENT WELD BELL BID SEQ# 10	20	20		9.50000	FT	190.00
7486056031516	860-56-0315-16 12" HYMAX CPLG 12.40-13.03 LR; 12.99-13.66 HR OD BID SEQ# 20	1	1		410.00000	EA	410.00

*no Tax*



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Freight Delivery Handling Restock Misc.

Subtotal: 600.00  
Other: 0.00  
Tax: ~~42.00~~  
Invoice Total: 558.00

Terms: NET 30

Ordered By: STEVE

This transaction is governed by and subject to HD Supply Waterworks' standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: [www.waterworks.hdsupply.com/TandC](http://www.waterworks.hdsupply.com/TandC).

Page 1 of 1

# **HD SUPPLY** **WATERWORKS**

## **INVOICE**

1830 Craig Park Court  
 St. Louis, MO 63146

Invoice # E060310  
 Invoice Date 1/28/16  
 Account # 129999  
 Sales Rep RUSTY MILLER  
 Phone # 856-753-5566  
 Branch # 272 Berlin, NJ  
 Total Amount Due \$470.80

Remit To:  
 HD SUPPLY WATERWORKS, LTD.  
 PO BOX 28330  
 ST LOUIS, MO 63146

380 1 MB 0.439 E0356X 10497 D1615536399 P3078033 0001:0002

R. D. ZEULI, INC.  
 PO BOX 350  
 WEST BERLIN NJ 08091-0350


Shipped to:

CUSTOMER PICK-UP -

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via
1/27/16	1/27/16	SEE BELOW	GTUUA			WILL CALL
Quantity						
Product Code	Description	Ordered	Shipped	B/O	Price	UM Extended Price
CUSTOMER PO# GTUUA WILLIAMSTOWN RD						
72F1072412	F1-724-12.5 REP CLAMP 6X12-1/2 OD 6.84-7.24 BID SEQ# 10	2	2		120.00000	EA 240.
72F1051412	F1-514-12.5 REP CLAMP 4X12-1/2 OD 4.74-5.14 BID SEQ# 20	2	2		100.00000	EA 200.

*no Tax*



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 Local Service, Nationwide®

Freight Delivery Handling Restock Misc.

Terms: NET 30

Ordered By: STEVE Z

Subtotal: 440.00  
 Other: 0.00  
 Tax: ~~30.80~~  
 Invoice Total: \$470.80

This transaction is governed by and subject to HD Supply Waterworks' standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit: [www.waterworks.hdsupply.com/TandC](http://www.waterworks.hdsupply.com/TandC).

**RESOLUTION**  
**GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**  
**RESOLUTION APPROVING CONTINGENT FORM "F" APPLICATION FOR**  
**1236 CHEWS LANDING ROAD (CR 683),**  
**BLOCK 20601, LOT 3,**  
**GLOUCESTER TOWNSHIP, NEW JERSEY**

**R-02-16-22**

**WHEREAS**, a Form "F" application has been submitted to the Gloucester Township Municipal Utilities Authority ("GTMUA"), for 1236 Chews Landing Road, by Marketplace @ Chews Landing, LLC to renovate/expand an existing pad site to contain +/- 7,759 square foot walk-in medical care facility in an existing +/- 145,536 square foot commercial/retail shopping center, located at Block 20601, Lot 3, Gloucester Township, New Jersey; and

**WHEREAS**, Joseph T. Brickley, PE, CME, CPWM, of Brick Engineering ("Brick"), by letter dated February 7, 2016, which is attached hereto and made a part hereof, has reviewed the applicant's plans and supporting data and has made certain recommendations as a condition of approval; and

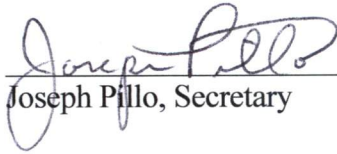
**WHEREAS**, Brick has recommended that the Members of the GTMUA ratify and approve the Contingent Form "F" application for the project subject to certain terms and conditions.

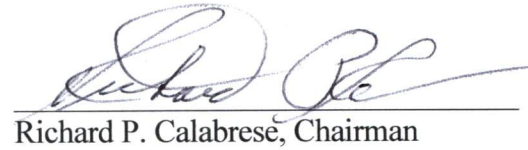
**NOW, THEREFORE, BE IT RESOLVED** by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority that it hereby approves the Contingent Form "F" application submitted for 1236 Chews Landing Road, by Marketplace @ Chews Landing, LLC to renovate/expand an existing pad site to contain +/- 7,759 square foot walk-in medical care facility in an existing +/- 145,536 square foot commercial/retail shopping center, located at Block 20601, Lot 3, Gloucester Township, New Jersey subject to the terms and conditions set forth in the Brick letter dated February 7, 2016, which is attached hereto and made a part hereof.



**ATTEST:**

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

  
Joseph Pillo, Secretary

  
Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of February 18, 2016.

  
Marlene Hrynio, Administrative Secretary

Dated: February 18, 2016



February 7, 2016

Via Electronic Mail

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

Attention: Ray Carr  
Executive Director

**Subject: Form "F" Application  
Marketplace @ Chews Landing – Urgent Care  
1236 Chews Landing Road (CR 683)  
(aka Block 20601, Lot 3)  
Applicant: Marketplace @ Chews Landing, LLC**

Dear Ray:

I have reviewed the aforementioned Form F application consisting of:

- Form F Application, dated 2/2/16
- Consulting Engineer Services (CES), Letter of Transmittal, dated 2/3/16
- Potable Water and Sanitary Sewer Report for Proposed Urgent Care Facility, prepared by CES, dated January 2016, signed and sealed
- Preliminary & Final Site Plan, Marketplace @ Chews Landing – Urgent Care, Block 20601, Lot 3, dated 1/22/16, signed and sealed, sheets 1 through 13 of 13
- ALTA/ACSM Land Title Survey, Marketplace @ Chews Landing, 1200 Chews Landing Road, Block 20601, Lots 2 & 3, sheet 1 of 1, dated 5/10/07, signed and sealed.

Copies of these documents are on file at the Authority.

The Applicant is proposing to renovate/expand an existing pad site to contain +/- 7,759 square foot (SF) walk-in medical care facility in an existing +/- 145,536 SF commercial/retail shopping center.

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

	Use	Capacity	Discharge Parameter	Anticipated Flow
1	Urgent Care	7,759 SF	0.1 gal/SF/day	776 gal/day
Total				776 gal/day
Estimated Equivalent EDU's @ 300 gal/EDU				3 EDU's

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

The Applicant is proposing to connect by gravity to the existing Authority 8-inch gravity collection system in Chews Landing Road which discharges into the Pine Run Interceptor and ultimately into Pierce Battery Pumping Station.

The Applicant is proposing to construct +/-222 linear foot of 4-inch PVC lateral with five (5) cleanouts. Plans contain applicable Authority notes and details.

I have reviewed the plans for technical conformance with Authority rules and regulation and offer the following:

1. The Applicant's engineer did not provide interior plumbing plans for the Authority's review.

Based on the above, I am recommending contingent approval of this application at this time. Item 1 above can be addressed administratively by Authority staff prior to issuance of a connection permit. The final connection fee calculation will be subject to Authority's review of interior plumbing plans and any applicable impact fees and/or "recapture" agreements.

The Applicant is reminded that he is responsible to coordinate with the GTMUA's inspection department to obtain necessary inspections prior to formally occupying the proposed improvements.

The Applicant/Owner or his successors shall notify the Authority of intention to change the use of the subject connection(s) or occupant loading and/or additional space.

Should you wish to discuss the above do not hesitate contacting me.

Call me with any questions.

Very truly yours,



Joseph T. Brickley, PE, CME

cc: Marlene Hrynio, Administrative Secretary  
Howard Long, GTMUA Solicitor  
Tom Lisse, PE, CME, Authority Engineer  
Marie Baaden, PE, CES  
Marketplace @ Chews Landing, LLC, c/o Paramount Realty, 1195 Rt 70 East, Suite 200,  
Lakewood, NJ, 08701



**RESOLUTION**  
**GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**  
**RESOLUTION AUTHORIZING THE TRANSFER OF ABANDONED ESCROW**  
**FUNDS TO GENERAL REVENUE**

**R-02-16-23**

**WHEREAS**, the Gloucester Township Municipal Utilities Authority ("GTMUA") requires the posting of certain inspection escrows to assure the construction of related sewer improvements in accordance with existing Rules and Regulations; and

**WHEREAS**, certain individual escrow accounts currently have an unexpended balance; and

**WHEREAS**, the GTMUA has utilized its best efforts to identify the initial depositor of said funds but has been unsuccessful locating same; and

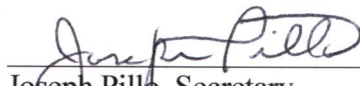
**WHEREAS**, the GTMUA's Auditor has advised the funds may be transferred as general revenue upon the adoption of a Resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority, that the following unexpended, unclaimed escrows funds shall be transferred to the appropriate general revenue account as follows:


	<u>Development/Entity</u>	<u>Balance Transferred</u>
1.	Landing Road Industrial Park	\$172.00

**BE IT FURTHER RESOLVED**, that if any valid claims are made for reimbursement of the funds set forth herein, nothing herein shall preclude the GTMUA from authorizing the return of such expended escrow funds to the applicant.

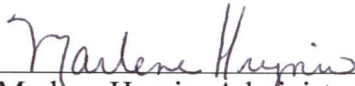
**ATTEST:**

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

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

  
\_\_\_\_\_  
Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of February 18, 2016.

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

Dated: February 18, 2016

**RESOLUTION  
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY  
RESOLUTION AUTHORIZING A MONTH TO MONTH  
COOPERATIVE PURCHASE AGREEMENT ON AN "AS NEEDED BASIS"  
WITH THE COUNTY OF CAMDEN  
FOR PURCHASE OF OFFICE SUPPLIES, BID A41/2013**

**R-02-16-24**

**WHEREAS**, the Gloucester Township Municipal Utilities Authority ("GTMUA" and/or "Authority") previously participated in an Agreement with the County of Camden which provided for the "Purchase of Office Supplies under the Camden County Cooperative Pricing System"; and

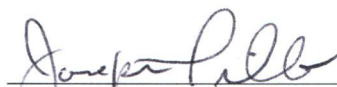
**WHEREAS**, the County of Camden has adopted a Resolution on January 21, 2016, authorizing said Contract on a month-to-month "As Needed Basis", for the purchase of Office Supplies under the Camden County Cooperative Pricing System to Office Basics, Inc.; and

**WHEREAS**, previous participation in the "Cooperative" has resulted in a significant cost savings to the GTMUA; and


**WHEREAS**, the GTMUA desires to once again entered into and participate in the Cooperative Pricing Agreement in accordance with the law.

**NOW, THEREFORE, BE IT RESOLVED** by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority that it hereby authorizes the Chairman, Executive Director and/or Secretary to execute any and all documents necessary to effectuate the "Cooperative Pricing" contract described herein with the County of Camden for a month-to-month "As Needed Basis" commencing February 1, 2016.

**ATTEST:**

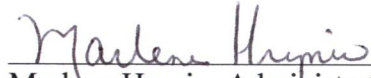
  
\_\_\_\_\_  
Joseph Billo, Secretary

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

  
\_\_\_\_\_  
Richard P. Calabrese, Chairman



Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of February 18, 2016.



Marlene Hrynio, Administrative Secretary

Dated: February 18, 2016

# RESOLUTION

Res-Pg: 23-1

**RESOLUTION AUTHORIZING MONTH-TO-MONTH AGREEMENT, (BID A-41/2013),  
BY AND BETWEEN THE COUNTY OF CAMDEN (DEPARTMENT OF BUILDINGS  
AND OPERATIONS) AND OFFICE BASICS, INC., FOR THE PURCHASE OF OFFICE  
SUPPLIES UNDER THE CAMDEN COUNTY COOPERATIVE PRICING SYSTEM,  
ID #57-CCCPS, ON AN "AS-NEEDED" BASIS**

WHEREAS, Resolution No. 1 adopted January 16, 2014 and pursuant to Bid A-41/2013, as amended by Resolution No. 5 adopted February 20, 2014 to include the award of Toher, the Camden County Board of Chosen Freeholders authorized and approved the award of contract to Office Basics, Inc., 22 Creek Circle, Boothwyn, PA 19061, for Bd A-41/2013, Purchase of Office Supplies for various Camden County Departments and Participating Members under the Camden County Cooperative Pricing System, ID #57-CCCPS, for the term ending January 31, 2016; and

WHEREAS, there is a need to authorize a month-to-month agreement on an "as-needed" basis as the County is in the process of re-procuring these services; and

WHEREAS, pending the award of a new contract, all parties have agreed to extend the original contract, as amended, on a month-to-month as-needed basis under the same rates, terms and conditions in accordance with Bid A-41/2013 and N.J.S.A. 40A:11-15; and

WHEREAS, funding for this purpose is contingent upon passage of the County's 2016 Temporary and/or Permanent Budgets; now, therefore,

BE IT RESOLVED by the Board of Chosen Freeholders of the County of Camden that, contingent upon the funding as described herein, and pursuant to Bid A-41/2013, the original contract, as amended, is hereby extended on a month-to-month as-needed basis commencing on or about February 1, 2016 under the same rates, terms and conditions, pending the re-procurement and award of said services; and

# RESOLUTION

Res-Pg: 23-2

BE IT FURTHER RESOLVED that the proper officers of the County of Camden are hereby authorized and instructed to sign and execute all necessary contracts, purchase orders, or other legal instruments in connection therewith and to sign checks or vouchers for the payment thereof, when such materials and services have been delivered and accepted by the County of Camden; and

BE IT FURTHER RESOLVED that each participating municipality in the Cooperative is hereby authorized to enter into a contract directly with Office Basics, Inc., on a month-to-month as-needed basis, pursuant to the terms and conditions of Bid A-41/2013, after award by its governing body in accordance with applicable law.

LJP:amf

BC-7207

Z:\Files-Bids\2016 Mtgs\Jan.\Resol. Auth. Mo-to-Mo  
For Bid A-41/2013 -Office Basics, Inc.  
Auth. 1-21-16



**RESOLUTION**  
**GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**  
**RESOLUTION APPROVING THE LEAVE OF ABSENCE REQUEST OF EMPLOYEE,**  
**CHARLES KLINGBERG**

**R-02-16-25**

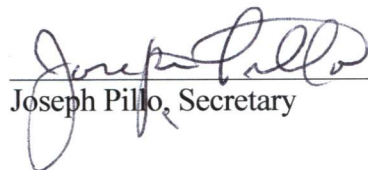
**WHEREAS**, Charles Klingberg has been employed by the Authority since April 9, 2014 and now requests a leave of absence through the New Jersey Family Leave Act;

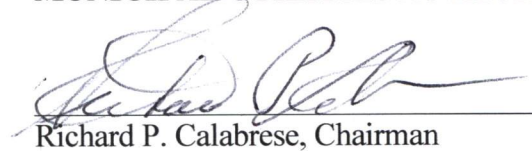
**WHEREAS**, as provided in the Union Contract, the Authority may grant a temporary leave of absence to a regular employee without pay;

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners of the Gloucester Township Municipal Utilities Authority that Charles Klingberg is granted said leave of absence.

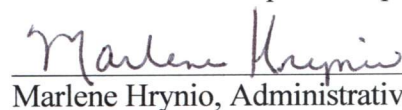
**ATTEST:**

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

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

  
\_\_\_\_\_  
Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of February 18, 2016.

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

Dated: February 18, 2016

# 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

February 8, 2016

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

**RE: New Jersey Family Leave/Charles Klingberg  
Gloucester Township Municipal Utilities Authority**

Dear Mr. Carr:

Allow this letter to serve as a response to your inquiry on behalf of the Gloucester Township Municipal Utilities Authority ("GTMUA" and/or "Authority") regarding New Jersey Family Leave. The letter discusses the general leave provisions, as well as a specific employee, Charles Klingberg, who has requested leave from the Authority.

Generally, leave entitlement is granted under either the New Jersey Family Leave Act ("NJFLA") or the federal Family Medical Leave Act ("FMLA"). Monetary benefits are granted to employees under the New Jersey Family Leave Insurance program.

**I. New Jersey Family Leave Insurance**

New Jersey Family Leave Insurance provides a monetary benefit to employees, but not a leave entitlement. The program does not give workers the right to return to their job after a period of family leave. However, a covered individual's job may be protected if the employer is subject to the federal FMLA or the NJFLA as more fully discussed below. Generally, employees of all private and governmental employers subject to the New Jersey Unemployment Compensation Law are covered under the New Jersey Family Leave Insurance benefits and all employees working for covered employers are covered for Family Leave Insurance benefits, regardless of the number of employees in the business.

New Jersey law will provide up to six (6) weeks of Family Leave Insurance benefits to covered individuals in two general situations:

1. To bond with a child during the first 12 months after the child's birth, if the covered individual or the domestic partner or civil union partner of the covered individual is a biological parent of the child, or the first 12 months after the placement of the child for adoption with the covered individual; or



**RE: New Jersey Family Leave  
Gloucester Township Municipal Utilities Authority**

2. To care for a family member with a serious health condition supported by a certification provided by a health care provider.

For purposes of Family Leave Insurance benefits, "family member" means a child, spouse, domestic partner, civil union partner or parent of a covered individual. Child means a biological, adopted, or foster child, stepchild or legal ward of a covered individual, child of a domestic partner of the covered individual, or child of a civil union partner of the covered individual, who is less than 19 years of age or is 19 years of age or older but incapable of self-care because of mental or physical impairment. A "serious health condition" means an illness, injury, impairment, or physical or mental condition, which requires inpatient care in a hospital, hospice, or residential medical care facility or continuing medical treatment or continuing supervision by a health care provider.

Bonding leave must be taken for a period of more than seven consecutive days, unless the employer permits the leave to be taken in non-consecutive periods. In this case, each leave period must be at least seven days. Care leave may be filed for six consecutive weeks, for intermittent weeks or for 42 intermittent days during a 12-month period beginning with the first date of the claim.

A claim for family leave benefits to care for a family member with a serious health condition, requires employees to give employers reasonable advance notice unless the need to take leave time arises unexpectedly, or the time of the leave changes for reasons which could not be foreseen. A claim for benefits to bond with a newborn or newly adopted child, requires 30 days notice before the leave starts. If proper notice to the employer is not given, the employee benefit entitlement may be reduced by 14 days.

The employer of a claimant may require the claimant, during a period of family leave, to use up to two weeks of paid sick leave, paid vacation time or other leave at full pay. This option does not relieve employers of any collective-bargaining provisions with respect to paid time off. Family Leave Insurance benefits will not be paid for any day the employee receives wages or other paid time off at full pay. Additionally, when an employer requires the claimant to use paid time off at full pay, the employer may, within a reasonable and practicable time, request that the claimant's maximum Family Leave Insurance benefit entitlement during the 12-month period be reduced by the number of days of leave at full pay required by the employer to be used by the claimant. A full week of paid time off will reduce the claimant's maximum entitlement by seven (7) benefit days. Paid time off for periods less than a full week will result in a reduction of one benefit day for every day of paid time off at full pay. The maximum reduction is 14 benefit days.

Claimants are limited to six (6) weeks of benefits within a 12-month period regardless of the reason for the leave. For example, if an employee took only four (4) weeks for a bonding claim, a new claim could be filed during the 12-month period to care for a seriously ill family member and the claimant would be eligible to receive the balance of the maximum entitlement.

Once more, the Family Leave Insurance program does not protect an employee's job. The program provides partial wage replacement when an employee cannot work because of the need to care for a child, parent, spouse, or domestic partner, or to bond with a newborn or newly adopted child. Some employees may have their job protected under other laws, such as the federal FMLA or the NJFLA.



**RE: New Jersey Family Leave  
Gloucester Township Municipal Utilities Authority**

**II. New Jersey Family Leave Act and Federal Family Medical Leave Act**

Both the New Jersey Family Leave Act ("NJFLA") and the federal Family and Medical Leave Act ("FMLA") provide eligible employees of covered employers with unpaid job-protected leave in certain specific situations. The NJFLA provides eligible employees with up to twelve (12) weeks of family leave in any twenty-four (24) month period in the following situations:

1. The birth of the employee's child within one year of the birth of the child;
2. The placement of a child with the employee for adoption within one year of the placement of the child with employee; or
3. The serious health condition of a family member.

N.J.S.A. 34:11B-4.

Similarly, the FMLA provides for family leave in the same situations as the NJFLA, as well as unpaid job-protected medical leave due to the employee's own serious health condition which renders the employee unable to perform the functions of the job, or due to a qualifying exigency arising out of a family member's covered active duty in the Armed Forces. Under the FMLA, an employee is entitled to up to a total of twelve (12) weeks of family and/or medical leave in any twelve (12) month period. 29 U.S.C.A. § 2612. Note that the NJFLA does not cover leave for an employee's own serious health condition.

The FMLA and NJFLA each define covered employers as those who employ fifty (50) or more individuals for twenty (20) or more workweeks during the current or preceding year. In order to be eligible for family leave under the NJFLA, an individual must have been employed by the same covered employer for 12 months or more and have worked at least 1000 base hours during the preceding 12-month period. N.J.S.A. 34:11B-3(e).

Generally, as stated above, eligible employees are entitled to up to twelve (12) weeks of leave. In most cases, state and federal family leave will be deemed to run concurrently, limiting the employee to a total of 12 weeks leave. However, as leave for one's own serious health condition is not covered under the NJFLA, if an employee is on an FMLA medical leave for their own health condition, that time cannot be counted against the employee's NJFLA leave entitlement. N.J.A.C. 13:14-1.6(b)(1). Thus, an employee could exhaust 12 weeks of federal leave for his or her own serious health condition and still have 12 weeks of NJFLA leave available. Even if a child is born or adopted, or a family member becomes seriously ill during the employee's FMLA medical leave, the time off still cannot be counted as NJFLA leave for as long as the employee continues to be on an FMLA medical leave. N.J.A.C. 13:14-1.6(b)(2).

Whenever a leave relates to a serious health condition, the employee may be required to provide a medical certification by a health care provider. N.J.S.A. 34:11B-4(e)(1); N.J.A.C. 13:14-1.10. Where the certification is for the serious health condition of a family member of the employee, the certification shall be sufficient if it states: (a) the date on which the serious health condition commenced; (b) the probable duration of the condition; and (c) the medical facts within the provider's knowledge regarding the condition. N.J.S.A. 34:11B-4(e)(1).

Both the NJFLA and the FMLA only require the employer to provide unpaid leave to eligible employees. Employers may choose, however, to provide paid or partially paid leave. Further, employees



Raymond Carr  
Executive Director  
February 8, 2016  
Page 4

**RE: New Jersey Family Leave**  
**Gloucester Township Municipal Utilities Authority**

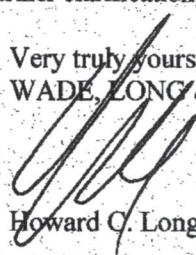
taking family leave may be eligible for family temporary disability leave benefits for up to six weeks (or 42 days if the leave is intermittent), under the New Jersey Family Leave Insurance benefits as described above. Where the need for leave is foreseeable due to the birth or adoption of a child, the employee must provide at least 30 days notice to the employer. N.J.S.A. 34:11B-4(f); N.J.A.C. 13:14-1.5(c)(1). Where leave is due to the serious health condition of a family member, the employee must provide 30 days advance notice, unless emergent circumstances warrant less notice. N.J.A.C. 13:14-1.5(d)(1).

**III. Charles Klingberg**

After discussion with Authority staff, it has come to my attention that an Authority employee, Charles Klingberg, has requested leave to care for a child. The child is four (4) months old, thereby the employee is entitled to leave to care for the newborn child under the NJFLA and the federal FMLA. The employee is entitled to twelve (12) weeks leave under both NJFLA and FMLA. Moreover, the employee is entitled to receive New Jersey Family Leave Insurance Benefits for a period up to six (6) weeks. The Authority may require the employee to utilize up to two (2) weeks of paid sick or vacation leave prior to claiming New Jersey Family Leave Insurance Benefits. The Authority thereafter may reduce the employee's entitlement by up to fourteen (14) days.

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

Very truly yours,  
WADE LONG & WOOD, LLC



Howard C. Long, Jr., Esquire

HCL/cmv

cc: Marlene Hrynio, Administrative Secretary

1-27-14

I Charles Klingberg am applying for new jersey FMLI insurance benefits to care for my newborn

This is an emergency situation and I am requesting leave I know I need to take ~~10~~ 10 days of sick as per n.J. rules. I'm putting in for an additional 60 sick days for my FMLI kicks in

Cell # 856-796-0339





**RESOLUTION**  
**GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**  
**RESOLUTION AUTHORIZING THE EXECUTION OF A HOLD HARMLESS**  
**AGREEMENT WITH BLACKWOOD PLAZA, LLC FOR THE SHOPPES @**  
**GLOUCESTER TOWNSHIP (AKA BLACKWOOD PLAZA), BLOCK 13104, LOT 3**


**R-02-16-26**

**WHEREAS,** the Gloucester Township Municipal Utilities Authority ("GTMUA/Authority") has provided certain approvals to Blackwood Plaza, LLC ("Applicant"), with offices at 4501 Route 42, Suite #2, Turnersville, New Jersey, 08012, for a project located at Block 13104, Lot 3, including the issuance of a Form "C" approval and Form "F" approval for Dunkin Donuts, pursuant to letters of recommendation by Joseph T. Brickley, P.E., C.M.E. of Brick Engineering ("Brick") dated September 7, 2014 and May 9, 2015; and

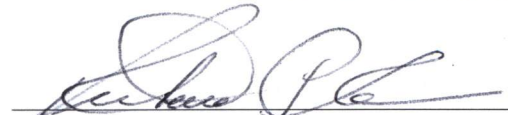
**WHEREAS,** Brick has recommended that the GTMUA secure a Hold Harmless Agreement which recites, inter alia, that the Authority has no responsibility or obligation for ownership, operation, maintenance or repair of the private sewer system to be owned by the Applicant, created for the purpose of providing sewer service within the aforesaid commercial development; and

**NOW, THEREFORE, BE IT RESOLVED** by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority that it hereby authorizes the Chairman and/or Vice-Chairman and/or Executive Director and/or Secretary to execute the Hold Harmless Agreement with Applicant in a form to be finally approved by the Authority's Solicitor and Consulting Engineer.

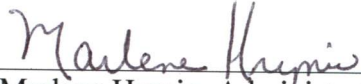
**ATTEST:**

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

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

  
\_\_\_\_\_  
Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of February 18, 2016.

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

Marlene Hrynio, Administrative Secretary

Dated: February 18, 2016

## AGREEMENT

THIS AGREEMENT made this 10th day of February, 2016, by and between the Gloucester Township Municipal Utilities Authority, a Municipal Corporation of the State of New Jersey, with its address at 401 W. Landing Road, Blackwood, NJ 08012 (hereinafter called "Authority") and **Blackwood Plaza, LLC** dba "The Shoppes at Gloucester Township Shopping Center" with offices at 4501 Route 42 Suite #2 Turnersville, New Jersey 08012 (herein after called "Blackwood").

## WITNESSETH:

WHEREAS, "Blackwood" is the owner of an approved shopping center redevelopment in the Township of Gloucester located at Block 13110, Lot(s) 1; and

WHEREAS, "Blackwood" has requested to connect these additional retail stores and pad site restaurant properties on the subject lots into the Authority sanitary sewer collection system; and

WHEREAS, the Authority has reviewed said application and has determined that the connection can be made into its sanitary sewer collection system, subject to the terms and conditions set forth herein below.

NOW, THEREFORE, IN CONSIDERATION of the mutual promises and covenants hereinafter set forth, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The Authority hereby agrees to permit "Blackwood" to connect the properties on the lots referenced hereinabove into the Authority sanitary sewer



collection system, which connection is subject to the terms and conditions set forth in this Agreement.

2. "Blackwood" shall comply with all rules and regulations of the Authority in order to make this connection and will submit an application and plans to the Authority for approval of the connection. No construction or connection into the Authority sanitary sewer collection system can occur until the application and plans have been approved by the Authority.

3. The sewer mains, laterals, manholes, and any easements containing sewer mains, laterals and manholes, shall remain in private ownership of "Blackwood" or its successors and assigns, and the responsibility for all maintenance and repair shall be the obligation of "Blackwood" or its successors and assigns. Blackwood agrees to hold harmless and indemnify the Gloucester Township MUA for all risk, liability and any claims arising from the sewer improvements located on the property. This indemnification is not revocable, without your written consent, and shall run with the land so that it is binding on Blackwood, our heirs, successors and assigns. In addition, the Deed shall contain a provision stating that the Sewer mains, laterals and manholes are to be privately owned, operated, maintained and repaired by "Blackwood" or its successors and assigns, and that the remaining lots have the right to connect into and use the sewer lines, laterals and manholes. Also, the "Blackwood" shall prepare and maintain a survey identifying and indicating the location of the sewer mains, laterals and manholes up to and including the private systems connection with the Authority collection system.

4. "Blackwood" is required to provide a copy of the proposed Deed(s) for each lot with his application and plan for connection. The Authority will grant no approval for connection until the Deed(s) for each lot comply with the requirements of Paragraph 3 and 4 hereinabove.

5. It is agreed and understood that the Authority has no responsibility or obligation for ownership, operation, maintenance or repair of the sewer mains, laterals and manholes and private easements created for providing sewer service to the subject lots.

6. The shopping center redevelopment project lot in question will be identified pursuant to a plan filed by "Blackwood" with the Authority, which will be attached to and become part of this Agreement.

7. "Blackwood" hereby agrees that it shall furnish in writing the approval and easement from the respective owners of the shopping center redevelopment lots granting him access and use of its property for construction of the sewer mains, laterals and manholes which will connect into the Authority sewer collection system.

8. "Blackwood" shall be responsible for obtaining all necessary permits and approvals for the construction of the sewer lines to service the shopping center redevelopment properties in question. Furthermore, "Blackwood" and/or the property owners shall be responsible for all construction necessary to implement the connection once all approvals have been obtained for same. "Blackwood" shall also be responsible for all costs and expenses relating to said

construction and for the payment of all necessary fees and charges relating to the connection into the Authority sanitary sewer collection system.

9. "Blackwood" and the prospective property owners hereby agree to hold the Authority harmless and indemnify the Authority for all property damage, personal injury, legal expenses and/or fines resulting from the construction, connection and discharge into the Authority sanitary sewer collection, said damages shall include, but are not limited to, damages to the Authority system.

10. This Agreement constitutes and expresses the whole agreement of the parties hereto, all prior promises, undertaking, understandings, representations, and agreements relative thereto being herein merged.

11. This Agreement may not be modified, altered or amended except by an instrument in writing duly and validly executed by the parties hereto.

12. The Agreement has been made and executed in the State of New Jersey and shall be governed by, enforced in and construed in accordance with the laws of the State of New Jersey.

13. This Agreement may only be assigned with the written authorization of the Authority. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal or personal representatives, heirs, executors, administrators, successors and assigns.



**GLOUCESTER TOWNSHIP MUNICIPAL  
UTILITIES AUTHORITY**

Sabrina Chico

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

**R-02-16-27**

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

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

**WHEREAS**, the bids were received and opened at the offices of the GTMUA on January 21, 2016; and

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

	<u><b>Laborers</b></u>	<u><b>Truck Driver (CDL)</b></u>
1. Labor Team USA, Inc.	\$15.47 per/hr.	\$24.47 per/hr.; and

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

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

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

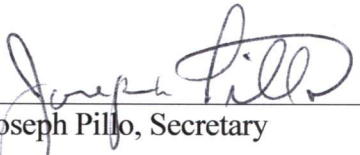
**NOW, THEREFORE, BE IT RESOLVED** by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority, as follows:

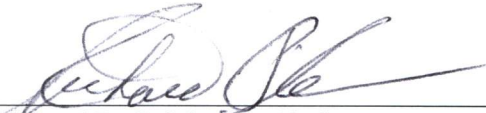
1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Contract for the Temporary Labor Services as set forth herein is awarded to Labor Team USA, Inc., for a term of one (1) year commencing, March 1, 2016 through February 28, 2017.

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

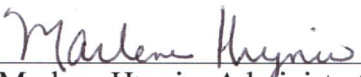
ATTEST:

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

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

  
\_\_\_\_\_  
Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of February 18, 2016.

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

Dated: February 18, 2016



# 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 27, 2016

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

**RE: Bid for Temporary Labor**

Dear Mr. Carr:

This office has reviewed the bid submitted for the 2016 Temporary Labor for the Gloucester Township Grass and Leaf Collection contract on behalf of the Gloucester Township Municipal Utilities Authority ("GTMUA"). The Authority received one (1) bid for the aforementioned Contract on January 21, 2016 at 10:00 a.m. as follows:

	<u>Bidder</u>	<u>Laborers</u>	<u>Driver (CDL)</u>
1.	Labor Team USA, Inc.	\$15.47	\$24.47

The apparent lowest bidder is Labor Team USA, Inc., with a bid of \$15.47 per/hr. for "Laborer, Manning Vehicles" and \$24.47 per/hr. for "Truck Driver with Class B Commercial Drivers (CDL) License". I note that the bid amount for laborers increased from \$13.49 to \$15.47 from last year's bid. The CDL Driver bid increase from \$17.75 to \$24.47 from last year's bid.

Our review of the bid submitted by Labor Team USA, Inc., consisted of an examination of all relevant documents including:

1. Bid Tally Sheet;
2. Specifications and Bid Proposal;
3. Business Registration Certificate;
4. Certificate of Employee Information issued by the New Jersey Department of Treasury;
5. Certificate of Insurance Liability.

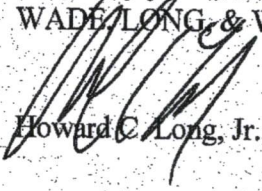


Raymond Carr  
Executive Director  
January 27, 2016  
Page 2

**RE: Bid for Temporary Labor**

The apparent lowest bidder, Labor Team USA, Inc., has executed all documents properly. Accordingly, it is recommended that the Contract for Temporary Labor Temporary Labor for the Gloucester Township Grass and Leaf Collection be awarded to Labor Team USA, Inc., subject to the availability of funds and concurrence of staff.

Very truly yours,  
WADE LONG & WOOD, LLC



Howard C. Long, Jr., Solicitor

HCL/cmv

cc: Chairman & Members GTMUA  
Marlene Hrynio, Administrative Secretary

**RESOLUTION**  
**GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**  
**RESOLUTION AUTHORIZING THE REJECTION OF SOLE BID FOR PUMP**  
**STATION MONITORING & CONTROL HARDWARE & SOFTWARE UPGRADE**

**R-02-16-28**

**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 Pump Station Monitoring & Control Hardware & Software Upgrades; and

**WHEREAS**, one (1) bidder submitted a bid on Wednesday, February 3, 2016 for the specified project as follows:

**VENDOR**

**BID AMOUNT**

1. Xylem Water Solutions USA, Inc.

\$789,855.00

**WHEREAS**, a review of the bid submitted by Xylem Water Solutions USA, Inc., revealed that the bid submitted contained material defects, which rendered the bid as non-compliant to the Bid Specifications; and

**WHEREAS**, the Authority's Solicitor issued a written opinion dated February 12, 2016, which is attached and made a part hereof, recommending the rejection of the bid submitted by Xylem Water Solutions USA, Inc. for the above referenced project; and

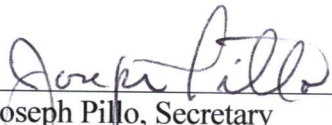
**WHEREAS**, the GTMUA reserved the right to reject any and all bids in the advertisement published in conjunction herewith.

**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 sole bid received for the Pump Station Monitoring & Control Hardware & Software Upgrades Contract by Xylem Water Solutions USA, Inc. is rejected for the reasons as set forth in the Authority's Solicitor's opinion dated February 12, 2016 and the project be re-bid.
3. Should a Court of competent jurisdiction determine that the deviations set forth in the bid for the Pump Station Monitoring & Control Hardware & Software Upgrades Contract by Xylem Water Solutions USA, Inc. as outlined in the Authority's Solicitor's opinion dated February 12, 2016 are waivable as a matter of law, then the GTMUA hereby exercises its discretion not to waive the deviations.

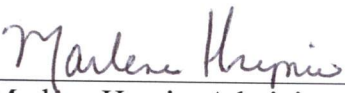
**ATTEST:**

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

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

  
\_\_\_\_\_  
Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of February 18, 2016.

  
\_\_\_\_\_  
Marlène Hrynio, Administrative Secretary  
Dated: February 18, 2016

# 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

February 12, 2016

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

**RE: GTMUA-1503**  
**NJEIT Project Number: S-340364-13**  
**Pump Station Monitoring & Control**  
**Hardware & Software Upgrades**

Dear Mr. Carr:

## **I. INTRODUCTION**

This office has reviewed all documents provided regarding the bid submission for the Sewer Vacuum Truck Bid on behalf of the Gloucester Township Municipal Utilities Authority's ("GTMUA" and/or "Authority"). The GTMUA received one (1) bid for the specified Contract. The sole bid was received on Wednesday, February 3, 2016 as follows:

### **VENDOR**

### **BID AMOUNT**

1. Xylem Water Solutions USA, Inc.

\$789,855.00

## **II. FACTUAL ANALYSIS**

The apparent low bid for this contract was submitted by Xylem Water Solutions USA, Inc. ("Xylem") with a total bid amount of \$789,855.00. Upon review of the bid submitted by Xylem, apparent defects were uncovered. Specifically, Xylem lists Stacon Incorporated ("Stacon") as a subcontractor for this project. Stacon has not provided a Business Registration Certificate within this bid proposal. Upon search of the New Jersey Business Registration online lookup, Stacon is not registered as a business entity in the State of New Jersey.

Moreover, Xylem did not provide a Public Works Contractor Registration Certificate within their original bid package. Xylem also did not provide Stacon's Public Works Contractor Registration Certificate within their bid. The bid specifications provide that the scope of this project is to remove existing SCADA hardware from the GTMUA pumping stations and to install new SCADA hardware and software at several GTMUA pumping stations. Moreover, Addendum No. 1, issued by Thomas Leisse, PE, from Pennoni



Raymond J. Carr, Executive Director  
Gloucester Township Municipal Utilities Authority  
February 12, 2016  
Page 2

**RE: GTMUA-1503**  
**NJEIT Project Number: S-340364-13**  
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**Hardware & Software Upgrades**

Associates specifically provides that the prevailing wage rates shall be paid for all labor required for this project.

Finally, within the Non-Collusion Affidavit submitted within Xylem's bid proposal, the bidder provides as follows: "I am Vice President, Treasurer & Controller of the firm of Gloucester Township Municipal Utilities Authority Xylem Waster Solutions USA, Inc. the bidder making the Proposal..."

Of note, as this project is expected to be funded in part with funds from the New Jersey Department of Environmental Protection and the New Jersey Environmental Infrastructure Trust, I have been requested to certify as to the Authority's interest in property where the project is located and where the subject work on this project will be performed. As such, this office must be provided with the addresses of the pumping stations which are the subject of this contract.

### **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.



**RE: GTMUA-1503  
NJEIT Project Number: S-340364-13  
Pump Station Monitoring & Control  
Hardware & Software Upgrades**

Terminal Const. Corp., 67 N.J. at 409-11. Materiality of a particular specification is to be determined as a matter of law. Hanover Tp. v. Inter. Fidelity Ins. Co., 122 N.J.Super. 544, 548 (App.Div.1973).

There are two (2) criteria for determining whether a specific non-compliance constitutes a substantial and, hence, non-waivable irregularity: (1) Whether the effect of a waiver would be to deprive the public body of its assurance that the contract will be entered into, performed, and guaranteed according to its specific requirements; and (2) Whether it is of such a nature that its waiver would adversely affect competitive bidding by placing a bidder in a position of advantage over the other bidders or by otherwise undermining the necessary common standard of competition. Township of River Vale v. R.J. Longo Constr. Co., 127 N.J.Super. 207, 222 (Law.Div.1974).

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:



RE: **GTMUA-1503**  
**NJEIT Project Number: S-340364-13**  
**Pump Station Monitoring & Control**  
**Hardware & Software Upgrades**

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

- a. The lowest bid substantially exceeds the cost estimates for the goods or services;
- b. The lowest bid substantially exceeds the contracting unit's appropriation for the goods or services;
- c. The governing body of the contracting unit decides to abandon the project for provision or performance of the goods or services;
- d. The contracting unit wants to substantially revise the specifications for the goods or services;
- e. The purposes or provisions or both of P.L.1971, c. 198 (C.40A:11-1 et seq.) are being violated;
- f. The governing body of the contracting unit decides to use the State authorized contract pursuant to section 12 of P.L.1971, c. 198 (C.40A:11-12).

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

As mentioned above, Xylem's subcontractor for this project, Stacon, did not submit a New Jersey Business Registration Certificate within the bid package. The purpose of contractor registration is to ensure that all businesses competing for and receiving public contracts pay appropriate sales, use, and other taxes. Although sales and use taxes are not paid on public contracts, registered business entities must comply with such tax obligations on private projects. Many out-of-state businesses do not pay these required taxes. As a result, unregistered out-of-state entities enjoy an unfair advantage over their New Jersey based competitors while depriving the state of tax revenues.

A bidder must provide proof of registration prior to the time the contract is awarded. New Jersey law provides that a contractor shall provide the contracting agency with the business registration of the contractor and that of any named subcontractor prior to the time a contract, purchase order, or other contracting document is awarded or authorized. N.J.S.A. 52:32-44(b). The relevant statute reads as follows:

"[a] contractor shall provide the contracting agency with the business registration of the contractor **and that of any named subcontractor** prior to the time a contract, purchase order, or other contracting document is awarded or authorized. At the sole option of the contracting agency, the requirement that a contractor provide proof of business registration may be fulfilled by the contractor providing the contracting agency sufficient information for the contracting agency to verify proof of registration of the contractor, or named subcontractors, through a computerized system maintained by the State."

N.J.S.A. 52:32-44(b) (emphasis added).



**RE: GTMUA-1503**  
**NJEIT Project Number: S-340364-13**  
**Pump Station Monitoring & Control**  
**Hardware & Software Upgrades**

Here, although Xylem did provide a valid New Jersey Business Registration Certificate on their own behalf, a valid New Jersey Business Registration Certificate was not provided on behalf of the subcontractor, Stacon. Moreover, the Authority was unable to verify proof of registration of Stacon, the named subcontractor, through the computerized system maintained by the State. As such, it is my legal opinion that as Xylem did not provide either a valid New Jersey Business Registration Certificate or sufficient information for the Authority to verify proof of registration of Stacon, the named subcontractor, and will be unable to do so before the bid is awarded, the bid submitted by Xylem must be rejected pursuant to N.J.S.A. 52:32-44(b). Of note, Stacon may not be utilized as a subcontractor on any bid within the State of New Jersey until they obtain a valid New Jersey Business Registration Certificate.

Additionally, Xylem failed to submit a Public Works Contractor Registration Certificate within their original bid package for both themselves and Stacon. Upon review of the New Jersey Department of Labor and Workforce Development online database, neither Xylem nor Stacon appear to be properly registered as Public Work Contractors. There is a Public Works Contractor Registration for a Xylem Dewatering Solutions, Inc., located in Bridgeport, NJ, but there is no apparent registration for Xylem Water Solutions USA, Inc. There is no registration of any sort for a "Stacon" within the New Jersey database.

Under New Jersey Statute, no contractor shall bid on any Contract for a public work as defined under the statute unless the contractor is registered under the Act. N.J.S.A. 34:11-56.51. Moreover, no contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is also registered at the time the bid is made. Id.

"Public work" under the New Jersey Public Works Contractor Registration Act utilizes the definition for "public work" under the Prevailing Wage Act. Public Work is defined as construction, reconstruction, demolition, alteration, custom fabrication, or repair work, or maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program. "Public work" shall also mean construction, reconstruction, demolition, alteration, custom fabrication, or repair work, done on any property or premises, whether or not the work is paid for from public funds, if, at the time of the entering into of the contract the property or premises is owned by the public body or: (a) Not less than 55% of the property or premises is leased by a public body, or is subject to an agreement to be subsequently leased by the public body; and (b) The portion of the property or premises that is leased or subject to an agreement to be subsequently leased by the public body measures more than 20,000 square feet. N.J.S.A. 34:11-56.26.

As mentioned above, Xylem and Stacon failed to submit a New Jersey Public Works Contractors Registration Certificate as required under New Jersey statute and it has been subsequently learned that both Xylem and Stacon appear to not be registered as such at the time of the bid. As such, it is without question that Xylem is ineligible for a Contract for "public works". Moreover, as the law is clear that no contractor shall list a subcontractor in a bid proposal for the contract unless the subcontractor is also registered at the time is made, Xylem's listing of Stacon as a subcontractor, who is not registered pursuant to the act, also makes the bid ineligible for the award of a public works contract.

A public work is a construction, reconstruction, demolition, alteration, custom fabrication, or repair work, or maintenance work done under contract and paid for in whole or in part out of the funds of a public



Raymond J. Carr, Executive Director  
Gloucester Township Municipal Utilities Authority  
February 12, 2016  
Page 6

**RE: GTMUA-1503**  
**NJEIT Project Number: S-340364-13**  
**Pump Station Monitoring & Control**  
**Hardware & Software Upgrades**

body. As mentioned above, the scope of work for this contract is to remove existing SCADA hardware from the GTMUA pumping stations and to install new SCADA hardware and software at several GTMUA pumping stations. Moreover, Addendum No. 1, issued by Thomas Leisse, PE, from Pennoni Associates specifically provides that the prevailing wage rates shall be paid for all labor required for this project.

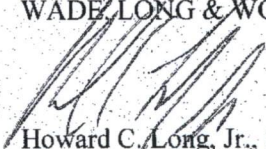
Based on the aforementioned, it is my legal opinion that the scope of work here does meet the definition of public work. Xylem is therefore ineligible for GTMUA-1503, due to an inability to submit a Public Works Contractors Registration Certificate of their own and of their subcontractor at the time of the bid submission. While the Certificates may be received after the bid submission, the law is clear that the no contractor shall bid on, or list a subcontractor on, a public works project unless both are registered at the time of the bid. Therefore, it is my legal opinion that the fact that Xylem and their named subcontractor both do not appear to be registered under the Public Works Contractor Registration Act at the time of the bid is a material defect which may not be waived by the Authority. As such, the Authority has no alternative but to reject the bid submitted by Xylem.

#### **IV. 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 Xylem must be rejected for the reasons as set forth above. As such I recommend a resolution be placed on the agenda for an upcoming meeting rejecting the bid submitted by Xylem and rebidding the project.

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  
OF  
THE GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES  
AUTHORITY**

**R-02-16-30**

**WHEREAS**, the Gloucester Township Municipal Utilities Authority received an overpayment in the amount of \$428.64 on January 21, 2016, for the property designated as 18 Lexington Park Road, Block 18902, Lot 9, Account 121311-0, Gloucester Township, New Jersey; and

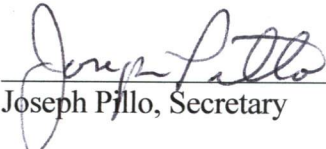
**WHEREAS**, the payment amount intended was \$47.36; and

**WHEREAS**, the property owner wrote the incorrect amount in the legal line and has requested a refund.


**THEREFORE**, the overpayment of \$428.64, should be reimbursed to the property owner.

**NOW, THEREFORE, BE IT RESOLVED**, by the Chairman and Commissioners of the Gloucester Township Municipal Utilities Authority, that \$428.64 be reimbursed to the property owner of the above mentioned property, Account 121311-0, for the above stated reason.


**ATTEST:**

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

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

  
\_\_\_\_\_  
Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of February 18, 2016.

  
\_\_\_\_\_  
Marlene Hrynio, Administrative Secretary  
Dated: February 18, 2016



**RESOLUTION**  
**GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**  
**RESOLUTION ADOPTING A CASH MANAGEMENT PLAN FOR THE**  
**FISCAL YEAR 2016-2017 IN ACCORDANCE WITH NEW JERSEY**  
**DEPARTMENT OF COMMUNITY AFFAIRS**  
**DIVISION OF LOCAL GOVERNMENT SERVICES**

**R-02-16-31**

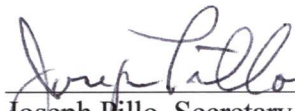
**WHEREAS**, the Gloucester Township Municipal Utilities Authority, County of Camden and State of New Jersey is required to adopt a Cash Management Plan for the fiscal year 2016-2017 in accordance with the New Jersey Department of Community Affairs, Division of Local Government Services; and

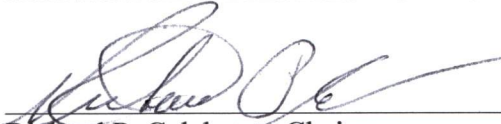
**WHEREAS**, after due deliberation, the Commissioners have determined that it is appropriate and necessary for the Authority to adopt the Cash Management Plan;

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners of the Gloucester Township Municipal Utilities Authority, County of Camden and State of New Jersey that the Authority be and hereby adopts a Cash Management Plan in accordance with the New Jersey Department of Community Affairs, Division of Local Government Services for the fiscal year 2016-2017 as attached.

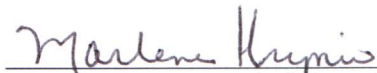
**ATTEST:**

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

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

  
\_\_\_\_\_  
Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of February 18, 2016.

  
\_\_\_\_\_  
Marlene Hrynio, Administrative Secretary  
Dated: February 18, 2016

**THE GLOUCESTER TOWNSHIP MUNICIPAL  
UTILITIES AUTHORITY**

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

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

I. Designated Legal Public Depository

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

II. Accounts held by Designated Legal Public Depository

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

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

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



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

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

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

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

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

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

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

B. Accounts Receivable Department The Authority shall maintain cash drawers for each clerk in the Accounts Receivable Department in an amount no greater

than \$100.00 after depositing the excess money received each day into the Revenue Account.

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

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

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

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

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

B. Special Instructions to Trustee:

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

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



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

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

VI. Check Cashing Prohibited

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

VII. Approval, Amendment and Administration of Plan

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

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

VIII. Investment Broker

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

B. The Authority authorizes the Investment Broker to act for and on

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

IX. Payment of bills by the Authority

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

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

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

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

X. Collection of Gross Revenues

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

XI. Solid Waste

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

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

XII. Auditor

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



**RESOLUTION  
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY  
RESOLUTION AUTHORIZING THE ACCEPTANCE OF IRREVOCABLE LETTER OF  
CREDIT, NO. 16-03 FROM BLACKWOOD PLAZA, L.L.C.**

**R-02-16-32**

**WHEREAS**, Blackwood Plaza, L.L.C., a/k/a Shoppes @ Gloucester Township, submitted for review and approval an Irrevocable Standby Letter of Credit ("LOC"), from Wilmington Savings Fund Society ("WSFS bank") for Block 13110, Lot 1, in the amount of \$50,000.00; and

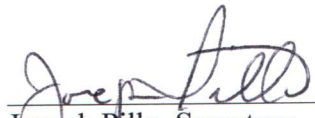
**WHEREAS**, the LOC is for a term of two (2) years and requires that any claims against this LOC must be submitted thirty (30) days prior to January 11, 2018, or the LOC shall expire under its own terms; and

**WHEREAS**, the Solicitor, by letter dated February 18, 2016, has reviewed the LOC as to form and substance and recommended that since the LOC lacks the typical "evergreen provision", that the Authority's Certificate of Approval accepting the sewer improvements not be issued until a final approval and inspection is satisfactorily completed.


**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 Authority hereby accepts the LOC from Blackwood Plaza, L.L.C. subject to the terms and conditions set forth herein.

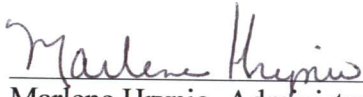
**ATTEST:**

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

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

  
\_\_\_\_\_  
Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of February 18, 2016.



Marlene Hrynio, Administrative Secretary

Dated: February 18, 2016



# 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

February 18, 2016

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

**Re: Blackwood Plaza, LLC a/k/a Shoppes @ Gloucester Township  
Letter of Credit No. 16-03  
Wilmington Savings Fund Society - Letter of Credit**

Dear Mr. Carr:

I have reviewed the Irrevocable Standby Letter of Credit ("LOC"), posted by Blackwood Plaza, L.L.C. a/k/a Shoppes @ Gloucester Township from Wilmington Savings Fund Society ("WSFS bank") for Block 13110, Lot 1, in the amount of \$50,000.00.

It is important to note that the LOC is for a term of two (2) years. Any claims against this LOC must be submitted thirty (30) days prior to January 11, 2018, or the LOC shall expire under its own terms. It is highly recommended that the Authority's Administrative Secretary diary the expiration date of the LOC for control purposes. In addition, since the LOC lacks the typical "evergreen provision", it is also recommended that the Authority's Certificate of Approval accepting the sewer improvements not be issued until a final approval and inspection is satisfactorily completed.

Accordingly, subject to the foregoing, the LOC is in the appropriate form and enforceable according to its terms. It is recommended that the GTMUA take action at an upcoming meeting accepting the LOC subject to the terms set forth herein

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

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

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

HCL/cmv

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



**RESOLUTION**  
**GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**  
**RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE SEWER**  
**INFRASTRUCTURE FROM TWO (2) COMPLETED BUT ABANDONED**  
**PROJECTS AND TRANSFERRING ALL ESCROW FUNDS PRESENTLY BEING**  
**HELD TO THE AUTHORITY'S GENERAL REVENUE FUND**

**R-02-16-33**

**WHEREAS**, the Gloucester Township Municipal Utilities Authority ("GTMUA" and/or "Authority") requires the filing of a Form "D" application when a project is completed, along with the posting of certain inspection escrows to assure the satisfactory construction of certain sewer improvements in accordance with existing Authority Rules and Regulations; and

**WHEREAS**, two (2) projects "Brooklyn Court a/k/a The Enclave" located at Block 13103, Lots 12 and 13 as well as "L.W. Estates, Inc. a/k/a/ Laurel Wood Estates" located at Block 20401, Lot 1 ("Projects") have been completed but have failed to provide a Form "D" Application; and

**WHEREAS**, both Projects have escrow accounts that currently have an unexpended balance in the amount of \$383.00 and \$712.99, respectively; and

**WHEREAS**, the GTMUA has performed thorough inspection of the Projects including televising the sewer improvements and no deficiencies were identified; and

**WHEREAS**, the GTMUA has exercised due diligence and its best efforts to identify the initial developer/depositor of said funds but has been unsuccessful locating same; and

**WHEREAS**, the GTMUA's Auditor has advised the funds may be transferred as general revenue under the circumstances presented herein upon the adoption of an appropriate Resolution.

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

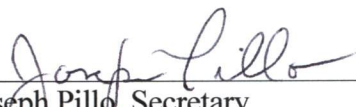
1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Projects identified as Brooklyn Court a/k/a The Enclave, located and Block 13103, Lots 12 and 13 as well as L.W. Estates, Inc. a/k/a/ Laurel Wood Estates, located at Block 20401, Lot 1, are hereby formally accepted by the Authority.



3. Any and all unexpended, unclaimed escrows funds shall be transferred to the Authority's appropriate General Revenue Account as follows: (A) Brooklyn Court a/k/a The Enclave in the amount of \$383.00; and (B) L.W. Estates, Inc. a/k/a/ Laurel Wood Estates \$712.99.
4. If any valid claims are made for reimbursement of the funds set forth herein, nothing herein shall preclude the GTMUA from authorizing the return of such expended escrow funds to the applicant.

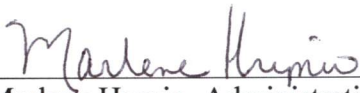
**ATTEST:**

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

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

  
\_\_\_\_\_  
Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of February 18, 2016.

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

Dated: February 18, 2016