#### Resolution-R-12-20-109

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

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

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

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

AMOUNT NAME PURPOSE

**As Per Attached:** \$457,023.45

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 17 of December, 2020

Richard P. Calabrese, Chairman

ATTEST:

Frank Schmidt, 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 <u>December 17, 2020</u>

Dated: December 17, 2020

Marlene Hrynio Administrative Secretary

#### THE GLOUCESTER TOWNSHIP MUA Purchase Order Listing By Vendor Name

Page No: 1

P.O. Type: All Include Project Line Items: Yes Paid: N Open: N Void: N Range: First to Last Rcvd: N Held: N Aprv: Y Format: Condensed First Enc Date Range: First to 02/28/21 Bid: Y State: Y Other: Y Exempt: Y Include Non-Budgeted: Y Prior Year Only: N Vendor # Name PO # PO Date Description Status Void Amount Amount Contract PO Type DELOOO80 DELTA DENTAL PLAN OF NJ 21-01070 11/23/20 NOV 2020 DELTA DENTAL BILL Open 407.00 0.00 HOMOOO20 HOME DEPOT CREDIT SERVICE 21-01063 11/19/20 VARIOUS SUPPLIES Open 40.53 0.00 21-01071 11/23/20 VARIOUS SUPPLIES Open 87.15 0.00 21-01076 11/24/20 VARIOUS SUPPLIES 111.50 Open 0.00 239.18 NJ000090 N.J. AMERICAN WATER CO. 21-01058 11/17/20 MOTHLY WATER SERVICE Open 505.57 0.00 SOU00030 SOUTH JERSEY GAS 21-01097 11/24/20 MONTHLY GAS SERVICE Open 1,016.71 0.00 DEE00010 READY FRESH WATER DIRECT 21-01072 11/23/20 MONTHLY BOTTLED WATER Open 135.82 0.00 Total Purchase Orders: 7 Total P.O. Line Items: O Total List Amount: 2,304.28 Total Void Amount: 0.00

December 2, 2020 09:53 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 Rcvd: N Held: N to Last Aprv: Y Format: Condensed First Enc Date Range: First to 02/28/21 Bid: Y State: Y Other: Y Exempt: Y Include Non-Budgeted: Y Prior Year Only: N Vendor # Name PO # PO Date Description Void Amount Amount Contract PO Type Status ATLOUOZO ATLANTIC CITY ELECTRIC 21-01112 11/30/20 MONTHLY ELECTRIC SERVICE Open 1,151.92 0.00 COM00020 COMCAST 21-01105 11/27/20 MONTHLY INTERNET PHONE SERVICE Open 541.93 0.00 HOMOOO20 HOME DEPOT CREDIT SERVICE 0.00 21-01106 11/27/20 VARIOUS SUPPLIES 47.79 Open 0.00 21-01111 11/30/20 VARIOUS SUPPLIES Open 134.50 182.29 PSE00040 PSE&G 3,451.84 0.00 21-01108 11/27/20 MONTHLY ELETRIC SERVICE Open SAM00010 SAM'S CLUB DIRECT 21-01104 11/27/20 VARIOUS SUPPLIES Open 63.64 0.00 SOU00030 SOUTH JERSEY GAS 21-01077 11/24/20 MONTHLY GAS SERVICE Open 272.35 0.00 O Total List Amount: 5,663.97 Total Void Amount: 0.00 Total Purchase Orders: 7 Total P.O. Line Items:

November 20, 2020 03:04 PM

#### THE GLOUCESTER TOWNSHIP MUA Purchase Order Listing By P.O. Number

Void: N Include Project Line Items: Yes Open: N Paid: N P.O. Type: All

Rcvd: N Held: N Aprv: Y Range: First Format: Condensed to Last Other: Y Exempt: Y Bid: Y State: Y to 02/28/21

First Enc Date Range: First Prior Year Only: N Include Non-Budgeted: Y

e Vendor	-	PO Description	Status	Amount V	oid Amount F	о туре
20 MAJ00010	MAJESTIC OIL COMPANY INC.	REG. GAS- STATE CONTRACT	Open	1,926.81	0.00	
		MONTHLY ELECTRIC SERVICE	Open	589.17	0.00	
		MONTHLY WATER SERVICE	Open	140.25	0.00	
	. P. 1800 T. 1807 S 1807 S 1807 S 1807 S 1807 S	TEMP HELP W.E. 11/8/2020	Open	427.28	0.00	
		VARIOUS SUPPLIES		307.94	0.00	
		VARIOUS SUPPLIES		63.94	0.00	
		MONTHLY ELECTRIC SERVICE		6,126.90	0.00	
		VARIOUS SUPPLIES	50.	272.77	0.00	
		DIESEL FUEL- STATE CONTRACT		1,172.43	0.00	
				66.00	0.00	
		MONTHLY WATER SERVICE	Open	89.78	0.00	
Orders:	11 Total P.O. Line Items:	O Total List Amount:	11,183.27	Total Void Am	ount:	0.00
֡	20 MAJ00010 20 ATL00020 20 AQU00010 20 LAB00020 20 HOM00020 20 PSE00040 20 STA00040 20 MAJ00010 20 AQU00010	20 MAJ00010 MAJESTIC OIL COMPANY INC. 20 ATL00020 ATLANTIC CITY ELECTRIC 20 AQU00010 AQUA NEW JERSEY 20 LAB00020 LABOR TEAM USA INC. 20 HOM00020 HOME DEPOT CREDIT SERVICE 20 HOM00020 HOME DEPOT CREDIT SERVICE 20 PSE00040 PSE&G 20 STA00040 STAPLES CREDIT PLAN 20 MAJ00010 MAJESTIC OIL COMPANY INC. 20 AQU00010 AQUA NEW JERSEY 20 NJ000090 N.J. AMERICAN WATER CO.	20 MAJ00010 MAJESTIC OIL COMPANY INC. 20 ATL00020 ATLANTIC CITY ELECTRIC 20 AQU00010 AQUA NEW JERSEY 20 LAB00020 LABOR TEAM USA INC. 20 HOM00020 HOME DEPOT CREDIT SERVICE 20 HOM00020 HOME DEPOT CREDIT SERVICE 20 PSE00040 PSE&G 20 STA00040 STAPLES CREDIT PLAN 20 MAJ00010 MAJESTIC OIL COMPANY INC. 20 AQU00010 AQUA NEW JERSEY 20 NJ000090 N.J. AMERICAN WATER CO.  REG. GAS- STATE CONTRACT MONTHLY WATER SERVICE  MONTHLY WATER SERVICE VARIOUS SUPPLIES VARIOUS SUPPLIES DIESEL FUEL- STATE CONTRACT MONTHLY WATER SERVICE MONTHLY WATER SERVICE	20 MAJ00010 MAJESTIC OIL COMPANY INC. 20 ATL00020 ATLANTIC CITY ELECTRIC 20 AQU00010 AQUA NEW JERSEY 20 LAB00020 LABOR TEAM USA INC. 20 HOM00020 HOME DEPOT CREDIT SERVICE 20 HOM00020 HOME DEPOT CREDIT SERVICE 20 PSE00040 PSE&G 20 STA00040 STAPLES CREDIT PLAN 20 MAJ00010 MAJESTIC OIL COMPANY INC. 21 AQU00010 AQUA NEW JERSEY 22 AQU00010 AQUA NEW JERSEY 33 AMERICAN WATER CO. 34 REG. GAS- STATE CONTRACT OPEN 40 MONTHLY ELECTRIC SERVICE 40 MONTHLY WATER SERVICE 51 OPEN 52 AQU00010 AQUA NEW JERSEY 53 AQU00010 AQUA NEW JERSEY 54 MONTHLY WATER SERVICE 55 OPEN 56 MONTHLY WATER SERVICE 57 MONTHLY WATER SERVICE 58 OPEN 59 MONTHLY WATER SERVICE 59 OPEN 50 MONTHLY WATER SERVICE 50 OPEN 51 MONTHLY WATER SERVICE	20 MAJ00010 MAJESTIC OIL COMPANY INC. 20 ATL00020 ATLANTIC CITY ELECTRIC 20 AQU00010 AQUA NEW JERSEY 20 LAB00020 LABOR TEAM USA INC. 20 HOM00020 HOME DEPOT CREDIT SERVICE 20 PSE00040 PSE&G 20 STA00040 STAPLES CREDIT PLAN 20 MAJ00010 MAJESTIC OIL COMPANY INC. 21 MAJ00010 MAJESTIC OIL COMPANY INC. 22 AQU00010 AQUA NEW JERSEY 23 MONTHLY WATER SERVICE 34 MONTHLY WATER SERVICE 35 MONTHLY WATER SERVICE 36 MONTHLY WATER SERVICE 37 MONTHLY WATER SERVICE 38 MONTHLY WATER SERVICE 39 MONTHLY WATER SERVICE 30 Open 307.94 427.28 4	20 MAJ00010 MAJESTIC OIL COMPANY INC. 20 ATL00020 ATLANTIC CITY ELECTRIC 20 AQU00010 AQUA NEW JERSEY 20 LAB00020 LABOR TEAM USA INC. 21 CHMP HELP W.E. 11/8/2020 22 HOM00020 HOME DEPOT CREDIT SERVICE 23 HOM00020 HOME DEPOT CREDIT SERVICE 24 VARIOUS SUPPLIES 25 Open 26 HOM00020 HOME DEPOT CREDIT SERVICE 26 VARIOUS SUPPLIES 27 Open 28 Open 29 PSE00040 PSE&G 20 STA00040 STAPLES CREDIT PLAN 20 STA00040 STAPLES CREDIT PLAN 20 MAJ00010 MAJESTIC OIL COMPANY INC. 20 AQU00010 AQUA NEW JERSEY 20 AQU00010 AQUA NEW JERSEY 30 OOO 31 ONOTHLY WATER SERVICE 31 Open 32 Open 34 Open 36 Open 37 Open 38 Open 38 Open 38 Open 38 Open 38 Open 38 Open 39 Open 39 Open 30

#### THE GLOUCESTER TOWNSHIP MUA Purchase Order Listing By Vendor Name

Range: First to L	ast	Line Items: Yes	02/20/24	Open: N Rcvd: N	Paid: N Held: N	Void: N Aprv: Y	
Format: Condensed Include Non-Budgeted: Y		e Range: First ur Only: N	to 02/28/21	Bid: Y	State: Y	Other: Y	Exempt: \
Vendor # Name							
PO # PO Date Description	Status	Amount	Void Amount	Contrac	t PO Type		
A0000020 A & M PRODUCTS						1000	
21-01115 12/01/20 SAFETY, MARKOUTS	Open	1,238.25	0.00				
AJ000010 A&J BAR JANITORIAL, INC.							
21-00883 10/20/20 MONTHLY P.O. FOR NOVEMBER	2020 Open	123.38	0.00				
AIRO0050 AIRGAS USA INC							wile yet
21-00790 10/05/20 MIG WELDING WIRE	Open	110.82	0.00				
ALLIE005 ALLIED DOCUMENT SOLUTIONS INC							- E-Vored 2-11
21-01075 11/24/20 PARTIAL NOV 2020 COPIER ME	TER Open	33.22	0.00				
ARAOOO10 ARAMARK UNIFORM SERVICES INC							
21-01130 12/07/20 NOV. 2020 UNIFORM RENTAL	Open	676.28	0.00				
ATLOUDZO ATLANTIC CITY ELECTRIC						2 - 10	
21-01128 12/04/20 MONTHLY ELECTRIC SERVICE	Open	8,981.54	0.00				
AUT00030 AUTO & TRUCK PARTS OF DEPTFORD							
21-00885 10/20/20 MONTHLY P.O. FOR NOVEMBER 2	2020 Open	79.29	0.00				
BILO0030 BILLOWS ELECTRICAL SUPPLY							
21-00918 10/27/20 MONTHLY P.O. FOR DECEMBER 2	020 Open	12.69	0.00				
BOO00010 BOOT AMERICA, INC./STORE							
21-01010 11/10/20 SAFETY GEAR	Open	199.99	0.00				
21-01015 11/12/20 SAFETY GEAR J.SMITH	Open	150.00	0.00				
		349.99					
BRIO0010 BRICK ENGINEERING LLC							
21-01127 12/04/20 ENGINEERING FEES	Open	1,825.00	0.00				
BUDSA010 BUDS AUTO REPAIR INC							
21-01019 11/12/20 #2, #15 & #38	Open	355.50	0.00				
21-01118 12/02/20 #3, #4, #18, #39 INSPECTION	S Open	474.00	0.00				
		829.50					
CAM00070 CAMDEN COUNTY M.U.A.							
21-01146 12/09/20 REGIONAL SEWER BILL	Open	352.00	0.00				
CINOOO1O CINTAS FIRST AID & SAFETY INC							
21-01068 11/20/20 REFILL 1ST AID SUPPLIES	Open	436.05	0.00				
CONOOOOO CONTRACTOR SERVICE							
21-00964 11/02/20 FACE MASKS FOR EMPLOYEES	Open	168.48	0.00				
COU00010 COURIER POST							
21-00714 09/17/20 2 ADS - 2020 AUDIT & EVOQUA	0pen	512.76	0.00				

Vendor # Name PO # PO Date Description	Status	Amount	Void Amount	Contract	РО Туре
COU00010 COURIER POST Continued					
21-00840 10/15/20 ERIAL ROAD GENERATOR AWARD	Open	109.52	0.00		
21-00947 10/30/20 BUDGET MEETING NOTICE	Open	48.80	0.00		
11 000 ii 20, 30, 20 300021 MEETING NOTEE	орен _	671.08	0.00		
DELOOO8O DELTA DENTAL PLAN OF NJ					
21-01122 12/02/20 NOV. 2020 CLAIMS	Open	2,336.50	0.00		
DISO0010 DISCOUNT FENCE & SUPPLY I					
21-01101 11/25/20 OAKWOOD VIEW P.S.	Open	248.00	0.00		
EAIOOO1O EAISE DESIGN & LANDSCAPING					
21-01045 11/16/20 IRRIGATION DEACTIVATION	Open	125.00	0.00		y and a second second
	open.	225100	0.00		
EASO0020 EASTERN LIFT TRUCK CO INC					
21-01042 11/16/20 FORKLIFT	0pen	443.15	0.00		
EVO00000 EVOQUA WATER TECHNOLOGIES LLC					
21-00993 11/06/20 ORR ROAD ODOR CONTROL	Open	44,671.52	0.00		
21-01074 11/24/20 ORR RD ODOER CONTROL 11/18/20		10,830.00	0.00		
21-01133 12/07/20 ORR ROAD ODER CONTROL 11/27/20	Open	4,179.00	0.00		
		59,680.52			
AMILOO5 FAMILY IMPORTS, LLC					
21-00985 11/05/20 EMPLOYEE PLAQUE	Open	25.00	0.00		
LEOOOOO FLEET PRIDE					
21-00890 10/20/20 MONTHLY P.O. FOR NOVEMBER 2020	Open	805.66	0.00		
SARYSOO5 GARY SAMOYAN					
21-01053 11/17/20 PRESCRIPITON PLAN G.SAMOYAN	Open	12.00	0.00		
	<b>opo</b>	22100	0.00		
ENEROO5 GENERAL SPRING & ALIGMENT					
21-01062 11/18/20 SPRING REPAIR #94 TRUCK	Open	250.00	0.00		
RAOOO4O GRANTURK EQUIPMENT CO. IN					
21-00976 11/04/20 #32 TRUCK	Open	994.73	0.00		
RIFFOOS GRIFFIN AUTO-MANUAL SALES INC					
21-00988 11/05/20 VEHICLE SCANNER & SOFTWARE	Open	3,995.00	0.00		
ROFFOO5 GT MID ATLANTIC					
21-01098 11/24/20 NEW BACKHOE	Open	1,393.50	0.00		
ERO0020 HERITAGE BUSINESS SYSTEMS					
21-00781 10/02/20 SEPT 2020 MNTHLY COPIER METER	Onen	133.80	0.00		
21-00965 11/02/20 OCT. 2020 MONTHLY COPIER METER		156.26	0.00		
21 00303 11/02/20 OCT. 2020 MONTHET COFTER METER	орен	290.06	0.00		
UNOO020 HUNTER JERSEY PETERBILT					
	Open	30.61	0.00		
	Open	415.61	0.00		
range of a range of the configuration of the config	Open	180.81	0.00		
LI OIOJJ II/II/LO #JJ INUCK	open	100.01	0.00		

Vendor # Name PO # PO Date Description	Status	Amount	Void Amount	Contract PO Type
HUN00020 HUNTER JERSEY PETERBILT Continued				
21-01096 11/24/20 #33 TRUCK	Open	454.48 1,081.51	0.00	
JOHO0030 JOHNSON & TOWERS INC.				
21-00656 08/28/20 #4 TRK REPAIR SEE ATTACHED	Open	1,044.33	0.00	
JOSO0010 JOSEPH FAZZIO INC.				
21-00894 10/20/20 MONTHLY P.O. FOR NOVEMBER 2020	) Open	94.36	0.00	
LABO0020 LABOR TEAM USA INC.				
21-00760 09/25/20 TEMP EMPLOYEES W.E. 9/13/20	Open	3,902.47	0.00	
21-01100 11/25/20 TEMP HELP W.E. 11/15/2020	0pen	484.25	0.00	
21-01113 12/01/20 TEMP HELP W.E.	Open	1,614.16 6,000.88	0.00	
LOW00020 LOWER COUNTY RECYCLING				
21-00938 10/29/20 GRADING COMPOST SITE	Open	2,225.47	0.00	
21-01014 11/12/20 GRADING COMPOST SITE	Open	2,531.90 4,757.37	0.00	
MAJ00010 MAJESTIC OIL COMPANY INC.				
21-01107 11/27/20 DIESEL FUEL- STATE CONTRACT	Open	1,483.15	0.00	
21-01129 12/04/20 REG. GAS- STATE CONTRACT	Open	836.71	0.00	
21-01135 12/08/20 DIESEL FUEL- STATE CONTR	Open	1,955.97 4,275.83	0.00	
MITO0010 MITCHELL 1				
21-00940 10/29/20 SOFTWARE RENEWAL	0pen	2,400.00	0.00	
NJ000090 N.J. AMERICAN WATER CO.				
21-01147 12/09/20 MONTHLY WATER SERVICE	Open	413.80	0.00	
ONEO0010 ONE CALL CONCEPTS, INC.				
21-01000 11/09/20 OCT. 2020 MONTHLY MARKOUT	Open	765.03	0.00	
PEN00020 PENN POWER SYSTEMS				The second secon
21-00535 07/29/20 GIRARD AVE P.S.	Open	7,077.01	0.00	
PEN00040 PENNONI ASSOCIATES INC.				
21-01140 12/08/20 ENGINEERING FEES	Open	2,910.63	0.00	
PESO0010 PEST PROFESSIONALS				
21-01134 12/08/20 NOV. 2020 MONTHLY PEST CONTROL	Open	160.00	0.00	
PORO0020 PORTER DEBORAH				
21-00910 10/26/20 PERSCRIPTION PLAN D.PORTER.	Open	1.36	0.00	
PRO00030 PRONTO PRINT, LLC		F0F 00		
21-01069 11/20/20 COVID FLYERS	Open	595.00	0.00	
PTP00010 PTP CONSULTING, INC.				
21-00757 09/25/20 RTK & CONFINED SPACE TRAINING	0pen	2,600.00	0.00	

#### THE GLOUCESTER TOWNSHIP MUA Purchase Order Listing By Vendor Name

Vendor # Name PO # PO Date Description	Status	Amount	Void Amount Cor	ntract PO Type	
RED00010 REDY BATTERY SALES, INC. 21-01095 11/24/20 #15 TRUCK	Open	390.64	0.00		
RFP00000 RFP SOLUTIONS 21-01043 11/16/20 FIX TIME - INTERNAL PHONE SYST	Open	175.50	0.00		
RIT00010 RITE AID PHARMACY 21-01041 11/16/20 T. CALABRESE WORKMAN'S COMP	Open	336.99	0.00		
SOU00030 SOUTH JERSEY GAS 21-01125 12/03/20 MONTHLY GAS SERVICE	Open	121.75	0.00		
SPR00000 SPRINT 21-01153 12/10/20 NOV MONTHLY PHONE BILL	Open	1,161.17	0.00		
STA00125 ST OF NJ ACTIVE HEATLH 21-01102 11/25/20 DECEMBER 2020 H/C BILL ACTIVE	Open	57,792.53	0.00		
STA00115 ST OF NJ RETIREE HEALTH CARE 21-01103 11/25/20 DECEMBER 202 H/C BILL RETIREES	Open	13,411.18	0.00		
SWKTE005 SWK TECHNOLOGIES INC 21-01009 11/09/20 JENNIFEE DEBBIE TARA COMPUTER	Open	506.25	0.00		
THEOOO90 THE MAINTENANCE CONNECTION, INC 21-00986 11/05/20 #94 TRUCK	Open	526.72	0.00		
TIR00010 TIRE CORRAL OF AMERICA INC 21-00868 10/19/20 #8 TRUCK & #14 TRUCK #75 EXPLR 21-00987 11/05/20 #94 TRUCK 21-01094 11/24/20 #40 TRUCK	Open Open Open	2,830.20 1,167.28 66.90 4,064.38	0.00 0.00 0.00		
TOWOOO30 TOWNSHIP OF GLOUCESTER 21-01099 11/25/20 WORKMAN'S COMP	Open	724.00	0.00		
WASTE005 WASTE MANAGEMENT OF NJ 21-01073 11/23/20 DEC 2020 TRASH REMOVAL	Open	143.38	0.00		
WOODY005 WOODYS ASPE LLC 21-00952 10/30/20 YEARLY FIRE EXT. INSPECTION	Open	433.80	0.00		
SHOOOO10 ZALLIE SUPERMARKETS 21-01132 12/07/20 NOV. PRESCRIPITONS	Open	148.16	0.00		
Total Purchase Orders: 74 Total P.O. Line Item	ms:	O Total List Amou	nt: 200,600. <b>2</b> 5	Total Void Amo	unt: 0.00

#### Transaction Details List View | All Transactions

Account Number
Account Name
Currency
USD

Balances as of 12/10/2020 11:28:35 Transactions As Of 12/10/2020 11:28:59

Opening Ledger Current Available Relationship Balance

83,545.33 83,545.33 83,545.33 Opening Available One Day Float

83,545.33 0.00 Current Ledger 2 or More Days Float

83,545.33

Post Date	Description	Status	Amount	Bank Reference	Customer Reference	Transaction Detail	Туре
12/10/2020	BOOK TRANSFER CREDIT	Pending	768.25				MONEY TRANSFER
12/10/2020	BOOK TRANSFER CREDIT	Pending	257.47 2				MONEY TRANSFER

#### Transaction Details List View | All Transactions

Account Number
Account Name F
Currency

Balances as of 12/08/2020 15:41:34 Transactions As Of 12/08/2020 15:41:58

Opening Ledger Current Available Relationship Balance 73,787.09 54,057.20 54,057.20 Opening Available One Day Float

73,787.09 0.00 Current Ledger 2 or More Days Float 73,787.09

	Total and a second		Amount	Bank Reference Customer Reference	Transaction Detail	Туре
12/08/2020	Description BOOK TRANSFER CREDIT	<b>Status</b> Pending	114.00 2		· · · · · · · · · · · · · · · · · · ·	MONEY TRANSFER
					0	MONEY TRANSFER
12/08/2020	BOOK TRANSFER CREDIT	Pending	400.27 2		N	MONEY TRANSFER
40/00/0000	BOOK TRANSFER CREDIT	Pending	56.634.75 2		VIIIne Transfer Credit	MONEY TRANSFER
12/08/2020	BOOK TRANSPER CREDIT	rending	50,501.110 2		Online Transfer Credit	

#### Transaction Details List View | All Transactions

Account Number
Account Name PAYRULL
Currency USD

Balances as of 12/03/2020 16:02:20 Transactions As Of 12/03/2020 16:02:42

Opening Ledger Current Available Relationship Balance 57,971.74 57,971.74 57,971.74 Opening Available One Day Float

57,971.74 0.00 Current Ledger 2 or More Days Float

57,971.74 0.00

Post Date	Description	Status	Amount	Bank Reference	Customer Reference	Transaction Detail	Туре
12/03/2020	BOOK TRANSFER CREDIT	Pending	47,981.86	23	1	3	MONEY TRANSFER
12/03/2020	BOOK TRANSFER CREDIT	Pending	358.62 20				MONEY TRANSFER
					Č		

#### Transaction Details List View | All Transactions

Account Number
Account Name PAYROLL
Currency USD

Balances as of 12/01/2020 16:01:09 Transactions As Of 12/01/2020 16:01:30

Opening Ledger Current Available Relationship Balance

51,262.27 28,987.00 28,987.00 Opening Available One Day Float 51,262.27 0.00 Current Ledger 2 or More Days Float

51,262.27 0.00

<b>Post Date</b>	Description	Status	Amount	Bank Reference	Customer Reference	Transaction Detail	Туре
12/01/2020	<b>BOOK TRANSFER CREDIT</b>	Pending	385.40				MONEY TRANSFER
12/01/2020	BOOK TRANSFER CREDIT	Pending	44,648.71				MONEY TRANSFER
						Online Transfer Credit	

#### Transaction Details List View | All Transactions

Account Number
Account Name
Currency
USD

Balances as of 12/10/2020 11:55:20 Transactions As Of 12/10/2020 11:55:44

Opening Ledger Current Available Relationship Balance

522,617.06 521,591.34 521,591.34 Opening Available One Day Float

522,617.06 0.00 Current Ledger 2 or More Days Float

521,591.34 0.00

Post Date	Description	Status	Amount	Bank Reference	Customer Reference	Transaction Detail Type
11/24/2020	MISCELLANEOUS DEBIT	Cleared	-39,801.87 0	1000	1.	MISCELLANEOUS

#### Transaction Details List View | All Transactions

Account Number
Account Name
Currency USD

Balances as of 12/10/2020 11:55:20 Transactions As Of 12/10/2020 11:55:44

Opening Ledger Current Available Relationship Balance

522,617.06 521,591.34 521,591.34 Opening Available One Day Float

522,617.06 0.00 Current Ledger 2 or More Days Float

521,591.34 0.00

Post Date	Description	Status	Amount	Bank Reference	Customer Reference	Transaction Detail	Type
11/24/2020	MISCELLANEOUS DEBIT	Cleared	-361.60		,	Trunsaction Detail	I Type ISCELLANEOUS

# Transfer List View | Upcoming Transfers | 210743387 | FNJ - GLOUCESTER TOWNSHIP MUA

ID	Transfer Date	Amount	Debit Currenc	Status	From Account Name	From A	ccount Number	То
1184	11/17/2020	447.83	USD	Bank Confirmed	OPERATING	1		PAYROL
1182	11/17/2020	361.60	USD	Bank Confirmed	OPERATING			PAYROL
1180	11/17/2020	44,749.45	USD	Bank Confirmed	OPERATING			PAYROL

#### Resolution-R-12-20-110

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

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

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

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

**AMOUNT** 

NAME

**PURPOSE** 

**As Per Attached:** \$682,209.38

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 17 of December, 2020

Richard P. Calabrese, Chairman

ATTEST:

Frank Schmidt, 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 <u>December 17, 2020</u>

Dated: December 17, 2020

Marlene Hrynio, Administrative Secretary

December 11, 2020 09:51 AM

#### THE GLOUCESTER TOWNSHIP MUA Purchase Order Listing By Vendor Name

Page No: 1

P.O. Type: All Include Project Line Items: Yes Paid: N Void: N Open: N Range: First Rcvd: N to Last Held: N Aprv: Y Format: Condensed First Enc Date Range: First to 02/28/21 Bid: Y State: Y Other: Y Exempt: Y Include Non-Budgeted: Y Prior Year Only: N Vendor # Name PO Date Description PO # Status Amount Void Amount Contract PO Type ALLIE005 ALLIED DOCUMENT SOLUTIONS INC 21-00913 10/26/20 PRINTER 736.00 0.00 Open 0.00 21-00914 10/26/20 COPIER 8,555.09 Open 9,291.09 DELOOOGO DELL MARKETING L.P. 0.00 21-00044 03/12/20 DELL 27 MONITOR P2719H Open 832.34 21-00282 06/01/20 SPARES FOR GENREAL OFFICE USE 3,505.78 0.00 Open 4,338.12 GRA00040 GRANTURK EQUIPMENT CO. IN 21-01157 12/11/20 SEWER VACUUM TRUCK PAYMENT 1 Open 402,040.42 0.00 PEN00040 PENNONI ASSOCIATES INC. 21-01143 12/08/20 NOV 2020 ENGINEERING FEES Open 12,039.75 0.00 USLEDOOS US LED 0.00 5,800.00 21-01059 11/17/20 THERMAL TEMP. WRIST DEVICE Open O Total List Amount: 433,509.38 Total Void Amount: 0.00 Total Purchase Orders: 7 Total P.O. Line Items:

December 2, 2020 02:01 PM

#### THE GLOUCESTER TOWNSHIP MUA Purchase Order Listing By Vendor Name

R312

Page No: 1

P.O. Type: All

Include Project Line Items: Yes

Paid: N Open: N

Void: N

Range: First

to Last

Rcvd: N

Held: N Aprv: Y

Format: Condensed

First Enc Date Range: First

to 02/28/21

Bid: Y State: Y

Other: Y Exempt: Y

Include Non-Budgeted: Y Vendor # Name

PO #

Prior Year Only: N

Void Amount Contract PO Type Status Amount

TOW00030 TOWNSHIP OF GLOUCESTER

21-01117 12/01/20 P.L. 2004 C.87

PO Date Description

0pen 248,700.00

0.00

Total Purchase Orders:

1 Total P.O. Line Items:

O Total List Amount:

248,700.00

Total Void Amount:

0.00

# Resolution-R-12-20-111

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. NAME **AMOUNT** 

As Per Attached: \$2,741.00

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

Passed The Gloucester Township Municipal Utilities Authority this 17 of December 2020

Richard P. Calabrese, Chairman

ATTEST: Frank Schmidt, 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 December 17, 2020

Dated: December 17, 2020

December 10, 2020 02:38 PM

#### THE GLOUCESTER TOWNSHIP MUA Purchase Order Listing By Vendor Id

PIS

Page No: 1

P.O. Type: All Range: First to Last	Include Project L	ine Items: Yes		Open: N	Paid: N	Void: N	<u> </u>
Range: First to Last Format: Condensed Include Non-Budgeted: Y	First Enc Date Range: First Prior Year Only: N		to 02/28/21	Rcvd: N Bid: Y	Held: N State: Y	Aprv: Y Other: Y	Exempt: Y
Vendor # Name PO # PO Date Description	Status	Amount	Void Amount	Contract	РО Туре		
BRIO0010 BRICK ENGINEERING LLC		250000000000000000000000000000000000000					
21-01126 12/04/20 ENGINEERING FEES	Open	875.00	0.00				AND THE PROPERTY OF THE PROPER
PENOOO4O PENNONI ASSOCIATES INC.	THE RESERVE OF THE RES				et zajadila		
21-01141 12/08/20 NOV ENGINEERING FEES	Open	518.00	0.00	CONTROL OF THE THE BOOK OF	SHEET FOR SHEET STORES		TATAN STREET, MATERIAL SERVICES
Total Purchase Orders: 2 Total P.O.	Line Items: 0	Total List Am	ount: 1.3	93.00 Tot	al Void Am	ount:	0.00

November 23, 2020 03:24 PM

#### THE GLOUCESTER TOWNSHIP MUA Purchase Order Listing By P.O. Number

Page No: 1

P.O. Type: All

to Last

Include Project Line Items: Yes

Open: N

Void: N

Range: First Format: Condensed

First Enc Date Range: First to 02/28/21

Rcvd: N Held: N Bid: Y State: Y

Paid: N

Aprv: Y Other: Y Exempt: Y

Include Non-Budgeted: Y

Prior

Year Only: N			

PO #	PO Date	Vendor	3		PO Description		Status	Amount	Void Amount	РО Туре
21-00851	10/16/20	GTM00070	PENNONI ASSOCIATI GTMUA RESERVE FUI GTMUA RESERVE FUI	ND	ENGINEER FEES INSPECTION FEES JULY, INSPECTION FEES JULY,			148.00 240.00 960.00	0.0 0.0 0.0	0
Total Pu	rchase Or	ders:	3 Total P.O. L	ine Items:	0 Total List Amount	:	,348.00	Total Void A	Amount:	0.00

#### RESOLUTION

# GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY RESOLUTION AUTHORIZING COMPLETION OF EMERGENCY REPAIR WORK FOR A FORCE MAIN REPAIR AT 209 FAY ANN DRIVE, BY R.D. ZEULI, INC., IN ACCORDANCE WITH THE EMERGENCY SERVICES CONTRACT AUTHORIZED BY RESOLUTION R-06-20-57

#### R-12-20-112

WHEREAS, the Gloucester Township Municipal Utilities Authority ("GTMUA" and/or "Authority") previously received bids on or about June 11, 2020 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 authorized said contract 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 209 Fay Ann Drive, in the Township of Gloucester; and

WHEREAS, the force main at 209 Fay Ann Drive 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 June 18, 2020; 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 \$14,525.84, for the subject emergency repairs, in

accordance with the recommendation of Thomas Leisse, PE, CME, Authority

Engineer, dated November 25, 2020.

BE IT FURTHER RESOLVED, that the Gloucester Township Municipal Utilities

Authority certifies that funds are available for payment of this repair. The amount to be

expended under this resolution shall not exceed \$14,525.84. Funds will be charged against the

Sewer Operating Fund.

ATTEST:

Frank Schmidt, 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 December 17, 2020.

Marlene Hrynio, Administrative Secretary

Dated: December 17, 2020



515 Grove Street Suite 1B Haddon Heights, NJ 08035 T: 856-547-0505 F: 856-547-9174

www.pennoni.com

November 25, 2020

GTMUA 20001

Ray Carr, Executive Director Gloucester Township MUA 401 W. Landing Road Blackwood, NJ 08021

RE: Emergency Repair

209 Fay Ann Drive

Dear Ray:

On Sunday, November 22, 2020, a force main issue was reported near 209 Fay Ann Drive in the Liberty Park section of the Township.

The findings were as follows:

- The Authority performed an initial investigation to determine the severity of the issue. The Authority identified an area along the force main that was discharging wastewater onto the street. There was a hole observed in the force main.
- 2. Due to the nature and severity of the repair, GTMUA's emergency repair contractor R. D. Zeuli, Inc. was contacted, immediately responded and coordinated the repair with the Authority.
- 3. R.D. Zeuli, Inc. addressed the issue on November 23<sup>rd</sup> by installing a repair clamp on the section of force main.

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 \$14,525.84, which I have reviewed and recommend for payment. All work has been completed and accepted.

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

Sincerely,

PENNONI ASSOCIATES

Thomas Leisse, PE, CME Authority Engineer

Enclosure

cc: Marlene Hrynio, GTMUA

Howard Long, GTMUA Solicitor

U:\Accounts\GTMUA\GTMUA20001 - General Engineering\COMMUNICATION\SENT\209 Fay Ann Drive FM Repair\Carr Letter 209 Fay Ann Drive FM Repair.docx



### R.D. Zeuli, Inc.

Builders - Contractors - Developers

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

November 25, 2020

Pennoni Associates 515 Grove St., Suite 1B Haddon Heights, NJ 08035 Attn: Tom Leisse, P.E.

#### INVOICE - R20-043-1

RE: GTMUA; 209 FAY ANN DR.; FORCE MAIN REPAIR

Dear Mr. Leisse,

Invoice for force main repair work completed at 209 Fay Ann Dr., on November 22 & 23, 2020.

#### **TOTAL DUE - \$14,525.84**

\*\*See attached breakdown

Should you have any questions, please do not hesitate to contact us.

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

Sincerely, Steven D. Zeuli Steven D. Zeuli President / CEO

Prevail	ing					Job Total
Wage		For 2020				\$ 14,525.84
Rates						
GTMU/	4		Sunday			
	2	fay ann FM	Nov 22 20	20		
<u>ltem</u>	Description	Unit of measure	Unit	20	Unit \$	Subtotal
100111	1 CX75 excavator	per day	Ont	0	356.00	Subtotal
	2 CX145 excavator			0.5	620.00	310.00
	3 321 excavator	per day		0.0	620.00	310.00
	4 490 excavator	per day		0	2,080.00	
	5 303 exc.w/thumb			0	305.00	
	6 Skid Steer/CTL	per day		0	305.00	-
	7 Loader	per day		0	345.00	-
	8 Dozer D5C	per day		0	500.00	-
	9 Broom/sweeper	per day		0	105.00	-
	10 DumpTruck 6 cy	per day		0	220.00	
	11 DumpTruck 14 cy			1	265.00	265.00
	12 Tractor Trailer	per day	1	0.375	466.00	174.75
	13 UtilityTruck&acc.	per day	1.	0.5	166.00	83.00
	14 Roller	per day		0.0	320.00	03.00
	15 Paver P385	per day		0	1,325.00	-
	16 Paver 2000-l	per day		0	1,980.00	-
	17 Backhoe	per day		0	356.00	-
	18 Vermeer 725	per day		0	215.00	-
	19 AirComp&acc.	per day		0	166.00	
	20 JumpJack	per day		0	50.00	_
	21 3" pump	per day		0	200.00	
	22 trenchbox	per day		Ö	300.00	-
	23 Sawcutting	LF		0	3.00	
	24 Superintendent	per Hr DT		2	159.00	318.00
	25 Foremen	per Hr DT		5	214.00	1,070.00
	26 Operator	per Hr DT		0	214.00	1,070.00
	27 Laborers	per Hr DT		15	173.00	2,595.00
	28 Truck Driver	per Hr DT		15	173.00	2,595.00
	29 Mason/Carp.	per Hr		0	173.00	2,000.00
	30 Wirtgen Mill	per hr		0	400.00	
	SubTotal	labor&equipment			100.00	7,410.75
Rentals	materials	subcon				
DGA	rdz yard		\$ 300	0.00		
stone	rdz yard			5.00		
	OH & Profit	10%	\$ 42	2.50		
	subtotal	Rent/matls,sub	\$ 467	7.50		
	Daily Total		\$ 7,878	.25		
add sales all rates a lormal w	terials, subcontractors tax if applicable are portal to portal ork hours: 6am to 5pm personnel are 1.5X:					

Time worked between the hours 7am to midnight Saturdays Rates for personnel are 2X.
Time worked Sundays to 7am Monday morning

Holidays

Work initiated after 5pm

Over 40 hours worked per week

GTMUA	1			M	onda	у				
			fay ann FM	N	ov 23	2020				
ltem		Description	Unit of measure	Ur	nit		Ur	nit \$	Su	btotal
	1	CX75 excavator	per day			(	-	356.00	\$	-
	2	CX145 excavator	per day			1	\$	620.00	\$	620.0
	3	321 excavator	per day			C	\$	620.00	\$	-
	4	490 excavator	per day			C	\$	2,080.00	\$	-
	5	303 exc.w/thumb	per day			C	\$	305.00	\$	-
	6	Skid Steer/CTL	per day			0.5	\$	305.00	\$	152.5
		Loader	per day			0	\$	345.00	\$	-
		Dozer D5C	per day			0	\$	500.00	\$	
		Broom/sweeper	per day			0		105.00	\$	-
		DumpTruck 6 cy	per day			0.5	\$	220.00	\$	110.0
		DumpTruck 14 cy	•			1		265.00	\$	265.0
		Tractor Trailer	per day			0.25		466.00	\$	116.5
		UtilityTruck&acc.	per day			1	\$	166.00	\$	166.0
		Roller	per day			0		320.00	\$	-
		Paver P385	per day			0		1,325.00	\$	-
		Paver 2000-I	per day			0		1,980.00	\$	-
		Backhoe	per day			0		356.00	\$	-
		Vermeer 725	per day			0	\$	215.00	\$	-
		AirComp&acc.	per day			0	\$	166.00	\$	-
		JumpJack	per day			0	\$	50.00	\$	-
		3" pump	per day			0	\$	200.00	\$	-
		trenchbox	per day			0	\$	300.00	\$	-
		Sawcutting	LF			0	\$	3.00	\$	
		Superintendent Foremen	per Hr			1	\$	79.50	\$	79.5
		Operator	per Hr per Hr			9.5	\$	107.00	\$	1,016.5
		Laborers	per Hr			0	\$	107.00	\$	2 225 5
		Truck Driver	per Hr			27 11	\$	86.50 86.50	\$	2,335.5
		Mason/Carp.	per Hr			0	\$	86.50	\$	951.5
		Wirtgen Mill	per hr			0	\$	400.00	\$	-
		SubTotal	labor&equipment			U	Φ	400.00	\$	5,813.0
		OubTotal	aboraequipment						Þ	5,613.0
entals	0	materials	subcon							
undries	1	lowes		\$		79.92				
pair clm	р	C&M		\$		146.00				
sphalt	* i	National Paving		\$		586.08				
		OH & Profit	10%	\$		22.59				
	,	subtotal	Rent/matls,sub	\$		834.59				
		Daily Total		\$	6,6	47.59				
			rentals, ADD 10%							
		if applicable								
		ortal to portal	Monday that Fairle							
			Monday thru Friday							
		onnel are 1.5X:								
		worked per week after 5pm								
			7am to midnight Sat		21/6					
		onnel are 2X:	rain to midnight Sat	uida	375					
		Sundays to 7am Mo	anday marning							
olidavs		oundays to rain Mi	anday morning							

---

Holidays



MARK 74

## R.D. Zeuli, Inc.

188811

#### **Builders - Contractors - Developers**

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

DATE 11-22 2020 START TIME 12:30 PA AM/PM	END TIME (6.30 por AM/PM
JOB NAME	,
JOB ADDRESS 309 FAY JOB DESCRIPTION 31A	HANN DE.
EXPORT FROM	HAUL TO
MATERIAL	NO. of LOADS
QTY. TOTAL	ACCOUNTS STATEMENT AND ADDRESS OF THE CONTRACT
EQUIPMENT OFF ROAD FUEL GALLONS  BROKEN AS P	NOTES
10 - DGA (20)	Tays
<i>J</i>	
	215
	\$ 300.



#### R.D. Zeuli, Inc.

P.O. Box 350 • West Berlin, NJ 08091 856-768-1985 • Fax 856-768-2042



P.O. Box 330 • West Berlin, NJ 08091 856-768-0300 • Fax 856-768-0305

CUSTOMER NO.	FOREMAN PHONE	ACTUAL DATE  1 /22/2c  REQUESTED BY
CUSTOMER		
ADDRESS 209 F	cwood, Not	CONTRACT EXTRA CALL-IN
	ewood, Not	
JOB LOCATION		
DESCRIPTION E TON	3/4 Stone from Verizon	yard to
70 6	25	
Backs	600	
-		
		(SUBTOTA) 5.
		TAX TE
		TOTAL
COMPLETION DATE	FOREMAN SIGNATURE	
_/_/		

STURE: 2389 TEFMINAL: 02 11/25/20 07:23:27

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* \* OFFICIAL RULES & WINNERS AT: WWW. TOMBS.COM/SUTURY \* \* UDID WHERE PROHIBITED, MUST BE 18 OR DLDER TO ENTER. NO PURCHASE NECESSARY TO ENTER OR WIN.

4 0 N H I D # 053314 538393 584638 ATTHIN ONE WEEK IT: HAV. TOWER. CONVENTIVEY ENLER BY COMPLETING A SHORT SURVEY

BUBB SEB OND DE FOR CINCO CHNUODERS DE 2200; TENTRE EN EL SUBLEO MENSUEL

ONE OF FIVE \$500 NIMMERS ORBAN WONTHLY! ENTER FOR A CHANCE TO BE

SHARE YOUR FEEDBACK! \*\*\*\*\*\*\*\*\*\*\*\*\*

> FUR MORE DETRILE, UISII LUWES.COM/PRICEMATCH COME , 2 LATCE WHICH ROBBUNGE

> > STURE MENAGER: TOM CASALZA

ME OUR CUSTOMEN SERVICE DESK A WATTTEN COPY OF THE RETURN POLICY IS AUAILABLE LOWES, COM/RETURNS FOR DETRILS ON OUR RETURN POLICY, UISIT

THANK YOU FOR SHOPPING LOVE'S.

EXCLUDES FEES, SERVICES AND SPECIAL URDER TIEMS # OE TIEWS BORCHUSED: 2108: 2389 TERMINAL: 02 11/25/20 07:23:27

186/PO: R1706

\$MIDED BEE10:808381 11/53/50 01:55:24 

36.6 TOTAL DISCOUNT: : #81.1 79.92 79.92 INNOTICE USEST TOTAL:

16.4 : KAT : 16101808 56' PL

> 13.28 9 4

13.98 DISCOUNT EACH 07.0-53,12 114511 90CT TUB-0-TOWEL MULT PUR

22,98 DISCOUNT EACH 61.1-21.83 200506 PROLINE ELB WIPMS CLINS

- 3"IUS -

> 0008HEE2' N' 00043 (829) 113 6949 144 ROULE 73 COME & HOME CIENTERS, LLC

Run Date: 11/20/20

Quote

Customer # Order # Date Ordered Job # Job Name

129999 N384288 11/20/20

Purchase Order # Method of Shipment Contract Order #

STOCK VERBAL OUR TRUCK 0000000

Ordered By Ship Via

STEVE R CORE & MAIN LP

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

CORE( MAIN

Ship To: R.D. ZEULI, INC. 288 PINEDGE DR WEST BERLIN, NJ 08091

Branch: BERLIN NJ Branch - 272 228 Williamstown Rd Berlin, NJ 08009

Bid Seq#	Product Code	Denovinai	Qty	Qty	0.5	Phone: 856-753-55	66	
	73794	Description	Ordered	Shipped	Qty B/O	Net Price	UOM	Ext Price
	7486056031516	FS1-724-12.5 6X12-1/2 REP CLP 6.84-7.24 OD 860-56-0315-16 12 HYMAX CPLG				146.00000	EA	146.00
		12.40-13.03 LR 12.99-13.66 HR	1			429.00000	EA	429.00

Terms in accordance with shipping manifest.

Special Instructions/Comments:

Total Ordered: 575.00 Tax Amount: Other Charges: 613.09 Total:

38.09

WARNING HOT ASPHALT CAN CAUSE BURNS UPON CONTACT WITH SKIN -- MATERIAL SAFETY DATA SHEETS AVAILABLE AT SCALE HOUSE

# NATIONAL PAVING CO. INC.

# BERLIN DRUM PLANT

P.O. BOX 5	-767-1950		Jicket 35111
BERLIN, NJ 08009 CUSTOMER INFORMATION		JOB INFORM	Date: 11/23/ Time: 12:47
ID: 3876 Name: JEM PAVING LLC Address: PD BOX 330	ID: 1 Name: 1 Address:	SHO AND UNIV	POWIT OF BUILDING
WEST BERLIN, MJ 08091 Truck and Carrier Information Truck ID: ZUELI LIC:		Truck Wei	ahts
Descript: 2001 Cerrior ID:01 Name: 1 Haul Type: 4 Ione ID: 0 Haul Hate: None Name: No Zone	Gross 51900 it 25.95 m 23.54 Mg	13.74	16 24420 16 N 12,21 TN
PRODUCT AND LOAD TOTALS  10: ND6325	45/TOD 863.1	STN	
	Fra	# (2)	0005
	Fra	# 12	0045
		# 125	0045
ereived Be-			1586.08

December 9, 2020 01:46 PM

#### THE GLOUCESTER TOWNSHIP MUA Purchase Order Listing By Vendor Name

Page No: 1

Paid: N Void: N P.O. Type: All Include Project Line Items: Yes Open: N Rcvd: N Held: N Aprv: Y Range: First to Last Format: Condensed First Enc Date Range: First to 02/28/21 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 RD000010 R.D. ZEULI INC 21-01119 12/02/20 EMERGENCY REPAIR 209 FAYANN DR Open 14,525.84 0.00 0.00 Total Purchase Orders: 1 Total P.O. Line Items: O Total List Amount: 14,525.84 Total Void Amount:

# RESOLUTION GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY AUTHORIZING THE AWARD OF BID FOR GRAVITY SEWER LINE REHABILITATION PROJECT PHASE 1 – GTMUA 20011 TO NORTH AMERICAN PIPELINE SERVICES (NAP)

#### R-12-20-113

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 Contract GTMUA 20011 – Gravity Sewer Line Rehabilitation Project Phase 1; and

**WHEREAS,** the Authority received one (1) bid for the specified Contract. The bid was received on Tuesday, December 8, 2020, at 2:00 p.m. as follows:

<u>VENDOR</u>	BASE BID
North American Pipeline Services, LLC     a) Add Alternate	\$324,452.00 \$ 59,736.00
Engineer's Estimate: a) Add Alternate Estimate:	\$342,984.00 \$_50,304.00

WHEREAS, upon review of the bids submitted, the apparent lowest responsible bidder was North American Pipeline Services, LLC; and

**WHEREAS**, following a review of the bid submitted by North American Pipeline Services, LLC, no defects were uncovered and Thomas Leisse, PE, CME, Authority Engineer, via letter opinion dated December 10, 2020, recommended the award of the above referenced contract to North American Pipeline Services, LLC, pending Authority Solicitor's review; and

WHEREAS, the Authority's Solicitor, Christopher F. Long, Esq. has reviewed the bid submitted by North American Pipeline Services, LLC and the letter opinion of December 10, 2020 from Mr. Leisse, and, via letter opinion dated December 10, 2020, recommended the award of Contract GTMUA 20011 – Sewer Rehabilitation Project Phase 1 to North American Pipeline Services, LLc, as the bid complied with all essential provisions of the bid specifications; and

WHEREAS, the Authority's Executive Director concurs with the aforementioned recommendations to award Contract GTMUA 20011 – Sewer Rehabilitation Project Phase 1 to North American Pipeline Services, LLC.; and

WHEREAS, North American Pipeline Services, LLC is the lowest qualified bidder in the amount as set forth above; 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. Contract GTMUA 20011 Sewer Rehabilitation Project Phase 1 to North American Pipeline Services, LLC in the amount of \$384,188.00
- 3. The Authority's Executive Director and/or his designee is hereby directed to take any and all necessary steps to effectuate the contract between the Authority and North American Pipeline Services, LLC.

**BE IT FURTHER RESOLVED**, that the Gloucester Township Municipal Utilities Authority certifies that funds are available for payment of this Contract. The amount to be expended under this contract shall not exceed \$384,188.00. Funds will be charged against the Renewal & Replacement Fund.

ATTEST:

Frank Schmidt, 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 December 17, 2020.

Marlene Hrynio, Administrative Secretary

Dated: December 17, 2020

### WADE, LONG, WOOD & LONG, LLC

Howard C. Long, Jr. †
Daniel H. Long†±◊
Christopher F. Long†◊

John D. Wade†
OF COUNSEL
Leonard J. Wood, Jr.†
OF COUNSEL

John A. Moustakas†◊

- † Admitted to NJ Bar
- ± Admitted to Washington DC Bar
- Admitted to PA Bar

December 10, 2020

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

RE:

GTMUA-20011

2020 Sewer Rehabilitation Phase 1

Dear Mr. Carr:

#### I. INTRODUCTION

This office has reviewed the documents provided regarding the bid submission with respect to the Contract for GTMUA-20011 for the 2020 Sewer Rehabilitation Phase 1 project on behalf of the Gloucester Township Municipal Utilities Authority ("GTMUA" and/or "Authority"). The Authority received one (1) bid for the Contract. The bids were submitted on December 8, 2020, as follows:

VENDOR	BASE BID	ADD ALT.		
1. North American Pipeline Services, LLC	\$324,452.00	\$59,736.00		

#### II. FACTUAL ANALYSIS

The apparent low bid for the above referenced contract was submitted North American Pipeline Services, LLC ("North American"). Following my review of the bid, no defects were uncovered, and the bid complied with the specifications from a legal perspective. The bid was reviewed from a technical perspective by the Authority Engineer, Thomas Leisse, PE, CME. Following his review, Mr. Leisse opined that North American's bid complies with the technical specifications and recommended award of the contract to North American, subject to this office's review.

#### III. LEGAL ANALYSIS

RE: GTMUA-20011

2020 Sewer Rehabilitation Phase 1

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

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

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

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

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

#### RE: GTMUA-20011

#### 2020 Sewer Rehabilitation Phase 1

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).

As a matter of law, the Local Public Contract Law requires certain items to be included as material aspects of every bid. The statute reads:

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

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

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

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

- "A local contracting unit can reject <u>all</u> bids for any of the following reasons:
- a. The lowest bid substantially exceeds the cost estimates for the goods or services;
- b. The lowest bid substantially exceeds the contracting unit's appropriation for the goods or services;

#### RE: GTMUA-20011

#### 2020 Sewer Rehabilitation Phase 1

- 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 outlined above, the bid submitted by North American contained no defects and complied with the specifications from a legal and technical perspective. To the extent a defect may be uncovered, it is my legal opinion that any such defect is minor in nature and may be waived by the Authority pursuant to the Court's holdings in River Vale and Spina.

#### IV. NORTH AMERICAN PIPELINE SERVICES LLC'S BID

Our review consisted of an examination of the following documents submitted by North American that the Authority has provided:

- 1. Bid Bond:
- 2. Certificate of Acknowledgment;
- 3. Power of Attorney;
- 4. Certificate of Authority;
- 5. Surety Financial Information;
- 6. Consent of Surety:
- 7. Certificate of Acknowledgment;
- 8. Power of Attorney;
- 9. Certificate of Authority;
- 10. Surety Financial Information;
- 11. Bid Document Submission Checklist;
- 12. Proposal:
- 13. Contractor Information;
- 14. Subcontractor Information;
- 15. Installer Qualifications;
- 16. Bidder's Affidavit;
- 17. Affirmative Action Questionnaire and Information Form;
- 18. Non-Collusion Affidavit;
- 19. Return of Bid Security Form;
- 20. Acknowledgment of Receipt of Changes to Bid Documents Form;
- 21. Disclosure of Investment Activities in Iran Form;
- 22. Statement of Ownership Disclosure;

#### RE: GTMUA-20011

#### 2020 Sewer Rehabilitation Phase 1

- 23. Public Works Contractor Registration Act Certificate;
- 24. New Jersey Business Registration Certificate;
- 25. Certificate of Employee Information Report;
- 26. Company Information;
- 27. IRS Form W-9;
- 28. Certificate of Liability Insurance;
- 29. Vehicle and Equipment Listing;
- 30. List of Current Contracts, Completed Contracts and References.

The bid submitted by North American is in the appropriate form.

#### V. CONCLUSION

After researching the applicable law, reviewing the Contract specifications and documents, and conferring with staff, it is my legal opinion that the lowest responsible bidder for contract GTMUA-20011, 2020 Sewer Rehabilitation Phase 1 project on behalf of the GTMUA is North American. It is therefore recommended that a Resolution be placed on the Agenda for an upcoming meeting awarding said contract to North American subject to staff concurrence and the availability of funds.

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

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

Christopher F. Long

Christopher F. Long, Esquire

cc: Thomas Leisse, PE, CME Marlene Hrynio



515 Grove Street Suite 1B Haddon Heights, NJ 08035 T: 856-547-0505 F: 856-547-9174

www.pennoni.com

December 10, 2020

GTMUA 20011

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

RE:

Bid Results and Recommendation for Award

2020 Sewer Rehabilitation Phase 1

Dear Ray:

One (1) bid was received for the aforementioned project on December 8<sup>th</sup> at 2:00 PM (original copies on file at the Authority). The bid was provided by North American Pipeline Services LLC of Freehold, NJ. The bid was \$324,452.00 for the Base Bid and \$59,736.00 for the Add Alternate.

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

I have reviewed the bid response of National Water Main Cleaning Company and found them in compliance with the bid documents provided.

Pending the Authority Solicitor's determination, I recommend that the Authority award the 2020 Sewer Rehabilitation Phase 1, base bid plus alternate, to North American Pipeline Services LLC for the total bid of \$384,188.00.

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

Sincerely,

PENNONI ASSOCIATES INC.

Thomas Leisse, PE, CME Authority Engineer

cc:

Marlene Hrynio, GTMUA

Howard Long, GTMUA Solicitor

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RESOLUTION

GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY RESOLUTION APPROVING CONTINGENT FORM "F" APPLICATION, **HUTTON CAR WASH - WINSLOW,** 660 BERLIN CROSS KEYS ROAD, **BLOCK 602, LOT 1.06** WINSLOW TOWNSHIP, NEW JERSEY

#### R-12-20-114

WHEREAS, a Form "F" application has been submitted to the Gloucester Township Municipal Utilities Authority ("GTMUA"), for site improvements consisting of an Automated Car Wash on the site previously approved (Forms A, B & C) for Jasticon, LLC, by Hutton Gloucester NJ ST, LLC, located at 660 Berlin Cross Keys Road, also known as Block 602, Lot 1.06, Winslow Township, New Jersey; and

WHEREAS, Joseph T. Brickley, PE, CME, CPWM, of Brick Engineering ("Brick"), by letter dated December 8, 2020, 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 the site improvements consisting of an Automated Car Wash on the site previously approved (Forms A, B & C) for Jasticon, LLC, by Hutton Gloucester NJ ST, LLC, located at 660 Berlin Cross Keys Road, also known as Block 602, Lot 1.06, Winslow Township, New Jersey subject to the terms and conditions set forth in the Brick letter dated December 8, 2020, which is attached hereto and made a part hereof.

ATTEST:

THE GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

ary

Frank Schmidt, Assistant Secretary

Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of December 17, 2020.

Marlene Hrynio, Administrative Secretary

Dated: December 17, 2020

### WADE, LONG, WOOD & LONG, LLC

Howard C. Long, Jr. †
Daniel H. Long†±◊
Christopher F. Long†◊

John A. Moustakas†◊

† Admitted to NJ Bar

± Admitted to Washington DC Bar

Admitted to PA Bar

John D. Wade†
OF COUNSEL
Leonard J. Wood, Jr.†
OF COUNSEL

December 14, 2020

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

RE: Form C: Application for Construction of Public Sewer System – Transfer of Ownership

Hutton Gloucester NJ ST, LLC and GTMUA

Dear Mr. Carr:

I have reviewed the documents provided regarding the Form C: Application for Construction of Public Sewer System – Transfer of Ownership for Hutton Gloucester NJ ST, LLC for the Modwash Carwash project located at 660 Berlin Cross Keys Road. I have also reviewed correspondence dated December 8, 2020 from Joseph T. Brickley, PE, CME, CPWM of Brick Engineering LLC recommending the granting of a contingent Form F Application subject to providing certain documents to the Authority and approval and acceptance of the Transfer of Ownership by this office.

Following my review, the Transfer of Ownership is in the appropriate form. I therefore recommend the acceptance of the Transfer of Ownership. If you have any questions or require any further clarification, please do not hesitate to contact me.

Very truly yours, WADE, LONG, WOOD & LONG, L.L.C. *Christopher 7. Long* Christopher F. Long, Esquire

cc: Marlene Hrynio



December 8, 2020

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

Attention:

Raymond Carr

**Executive Director** 

Subject:

Form F Application - Hutton Car Wash

Berlin-Cross Keys Road Block 602, Lot 1.06

Winslow Township, Camden County, NJ, 08037 Applicant: Hutton Gloucester NJ ST 17, LLC

#### Dear Ray:

I have reviewed the following information provided by the Applicant's engineering consultant, Site Civil Engineering (SCE):

- SCE letter of transmittal dated 11/13/2020
- Form C Application, dated 11/16/2020
- Engineer's Report prepared by SCE, dated 10/29/2020, signed and sealed
- UTILITY PLAN, <u>Site Plans Modwash Car Wash (Sicklerville)</u>, prepared by SCE, dated 10/06/2020, unsealed
- Plans S-101, A-300, A-101, P-101, P-102 and P-103 for ModWash EXPRESS CAR WASH, dated 7/29/2020, unsigned and unsealed

Copies of these documents are on fine at the Authority.

The Applicant is proposing to construct site improvements consisting of an automatic car wash on the site previously approved (Forms A, B & C) for Jasticon, LLC. Per the letter referenced above, the Applicant has purchased the subject site and transferred ownership from Jasticon, LLC.

Previously approved sewer improvements consisting of a new sewer main under Berlin Cross Keys Road from Gloucester Township to Winslow Township have been completed up to the subject site. Based on this, though the Applicant's consultant has submitted a Form C application, I believe it should be a Form F application and I am reviewing as such.

Based on the GTMUA's Rules and Regulations, I estimate the anticipated wastewater discharge volume to be:

NJ Certificate of Authorization #24GA28175100

	Use	Jse Capacity			
1	Car Wash	3,310 gallons per day	3,310 gal/day		
		Total Average Daily Flow	3,310 gal/day		
Estima	ted Equivalent EDU's	12 EDU's			
Holdin	g Tanks (3 units @ 1	3 EDU's			
Grease	Trap (1 Unit @ 1 ED	1 EDU			
Floor D	Orains/Floor Sink (4 U	2 EDU's			
		Total	18 EDU's		

Plans indicate three (3) baffled holding tanks and one (1) grease trap will be installed resulting in four (4) additional EDU's. Review of interior plumbing plans and details provided indicate the building will have three (3) floor drains and one (1) floor sink, resulting in two (2) additional EDU's. In total, the estimated EDU's is eighteen (18). The Applicant will complete construction of +/- 120 linear feet of 8-inch main and one (1) manhole to make connection to the main constructed by the previous applicant.

The improvements will discharge through the Twin Oaks II collection system which discharges to the Mayfair Pumping Station which ultimately discharges to the Orr Road Pumping Station. The original applicant has applied for and received NJDEP Treatment Works Approval.

The documents provided are consistent with the standard of care for a Form F application.

I recommend a continent Form F application be grant subject to the Applicant:

- 1. Providing construction details conforming to those of the Authority on their plans for the proposed manhole, gravity main, saddle connection and lateral.
- 2. Providing complete final signed and sealed documents for the utility plan(s) and plumbing plan(s).
- 3. Provide documentation for the estimated gallons per day discharge of a similar car wash for Authority review and approval.

This recommendation is made with the understanding that the Authority Solicitor approves and accepts the Transfer of Ownership.

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

The Applicant is subject to the appropriate connection, recapture and/or impacts fees and user charges
for the final calculation of EDU's based on approved discharge volume and signed and sealed plumbing
plans.

- The Applicant is reminded that he is responsible to coordinate with the GTMUA's inspection department to obtain necessary inspections (interim and final) prior to formally occupying any portion of the proposed improvements. The Applicant shall maintain sufficient monies in escrow to cover Authority inspection fees.
- 3. The Applicant shall provide Surety, in a form acceptable to the Authority, for construction activities associated with the subject site improvements and a subsequent two (2) year maintenance bond.
- 4. The Applicant shall provide copies of all applicable approvals to the Authority. Final plans shall be signed and sealed by the Applicant's professionals.
- 5. This approval is subject to all conditions of the executed service agreement between the previous owner, this Applicant and associated governing bodies.

In addition to recommendations above, I maintain my recommendation the Authority consider restricting further connections through the Twin Oaks II collection system.

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

Very truly yours,

Joseph T. Brickley, PE, CME, CPWM

Cc: Chris Long, GTMUA Solicitor
Marlene Hrynio, GTMUA Administrative Secretary
Tom Leisse, PE, Authority Engineer
William P. Gilmore, PE
Winslow Township Sewer & Water Department

# RESOLUTION GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY AUTHORIZING THE EXECUTION OF AN AGREEMENT FOR SERVICES OF A C-4 LICENSED OPERATOR

#### R-12-20-115

**WHEREAS**, the Gloucester Township Municipal Utilities Authority ("GTMUA") and David J. Kennedy ("Kennedy") have determined that the use of Kennedy's C-4 Operator License on a temporary basis would be beneficial and cost effective to GTMUA and its ratepayers; and

WHEREAS, an Agreement would provide the GTMUA with routine monthly observation and reporting services associated with its wastewater collection system; and

WHEREAS, GTMUA and Kennedy intend, by virtue of an Agreement, to set forth the terms and conditions for the provision of said services; and

**WHEREAS**, an Agreement in the form attached hereto and made a part hereof, the form of which has been reviewed and approved by the Solicitor of the GTMUA.

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

- 1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
- 2. The Chairman and/or Executive Director are hereby authorized to execute the subject Agreement for the use of Kennedy to serve as a C-4 Licensed Operator, for routine monthly observation and reporting services associated with its wastewater collection system, in a form approved by the Authority Solicitor.

ATTEST:

Frank Schmidt, 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 December 17, 2020.

Marlene Hrynio, Administrative Secretary

Dated: December 17, 2020

### WADE, LONG, WOOD & LONG, LLC

Howard C. Long, Jr. †
Daniel H. Long†±◊
Christopher F. Long†◊

John A. Moustakas†◊

† Admitted to NJ Bar

± Admitted to Washington DC Bar

Admitted to PA Bar

John D. Wade†
OF COUNSEL
Leonard J. Wood, Jr.†
OF COUNSEL

December 14, 2020

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

> RE: Routine Monthly Observation and Reporting Services Agreement David J. Kennedy and GTMUA

Dear Mr. Carr:

I have reviewed the documents provided regarding the Routine Monthly Observation and Reporting Services Agreement between David J. Kennedy and the Gloucester Township Municipal Utilities Authority ("GTMUA" and/or "Authority"). My review consisted of an analysis of the following:

- 1. Purpose of Agreement;
- 2. Term of Agreement;
- 3. Charges;
- 4. Project Scope;
- 5. Routine Monthly Observation and Reporting Services;
- 6. Compliance with Law;
- 7. Insurance and Indemnification;
- 8. Miscellaneous;
- 9. Severability;
- 10. Default;
- 11. Entire Agreement;
- 12. Binding Effect.

Y z

### RE: Routine Monthly Observation and Reporting Services Agreement David J. Kennedy and GTMUA

Following my review, it is my legal opinion that the Agreement is in the appropriate form and upon execution will be enforceable according to its terms. As such, I recommend a resolution be placed on the agenda for an upcoming meeting approving the Agreement, subject to staff concurrence.

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

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

Christopher 7. Long

Christopher F. Long, Esquire

cc: Marlene Hrynio

## ROUTINE MONTHLY OBSERVATION AND REPORTING SERVICES AGREEMENT BETWEEN DAVID J. KENNEDY AND THE GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

This Employment Agreement, made as of January 1, 2021 by and between DAVID J. KENNEDY, an individual possessing a C-4 Operator's License issued through the New Jersey Department of Environmental Protection referred to as "KENNEDY" and the GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY, a body corporate and politic of the State of New Jersey, hereinafter referred to as "GTMUA" is as follows:

- PURPOSE OF AGREEMENT: The GTMUA wishes to utilize the services of KENNEDY as a C-4 licensed operator for the purpose of routine monthly observation and reporting services associated with its wastewater collection system. Raymond J. Carr shall be listed on the NJDEP-065 Licensed Operator in Charge Form, Section III, as the individual responsible and available during KENNEDY'S unavailability.
- 2. <u>TERM OF AGREEMENT</u>: This Agreement shall commence on January 1, 2021. This Agreement may terminate by either party on thirty (30) days written notice with or without cause.
- 3. CHARGES: GTMUA agrees to pay KENNEDY through monthly payroll, as follows:

A weekly retainer of Two Hundred Dollars (\$200.00) for the services of a NJDEP licensed collection system operator. In addition, any additional emergency call-ins will be compensated at a rate of \$50.00 per hour. KENNEDY will be compensated on a monthly basis for work performed in the preceding month.

#### 4. PROJECT SCOPE

Through this Contract the GTMUA is securing the services of KENNEDY to:

- a) Perform routine, monthly observation, reporting services required by the New Jersey Department of Environmental Protection (NJDEP) for the GTMUA's Sanitary Sewer System, not to exceed two (2) hour per week.
- b) Provide Emergency Response Services to troubleshoot system problems and advise GTMUA employees or their CONTRACTORS. The GTMUA has the staff and proven expertise to respond to perform these services on a 24-hour, 7-day per week basis.
- c) Provide the GTMUA a twenty-four (24) hour emergency telephone number.
- Assist the GTMUA in resolving any problems complying with applicable regulations and permits.
- e) Inform the GTMUA of any technical or equipment needs of the system.
- f) Review operations and report/consult with the GTMUA Staff and Professionals to determine and relay that the collection system is being operated and maintained to accepted standard of care.
- g) Review Emergency Operations procedures and become familiar with the

**Emergency Operations Procedures.** 

- h) Report all violations appropriate, to the NJDEP. The GTMUA shall immediately report to KENNEDY, any system breaks, breakdowns, problems, bypasses, pump failures, occurrences, emergencies, complaint and/or intervening factors within the system that result in or necessitate deviation from the routine O&M procedures and any situations that have the potential to affect public health, safety, welfare, or the environment or have the potential to violate any permits, regulations or laws relating to this chapter.
- i) Submit to the NJDEP, upon request, a report summarizing any event described in (j) above and remedial action taken.

#### 5. ROUTINE MONTHLY OBSERVATION AND REPORTING SERVICES:

KENNEDY, on a MONTHLY or as needed basis, shall make a visitation to the facilities covered under the Agreement. The MONTHLY observation service shall be on a regularly scheduled basis except in a case of emergency or major repairs. Report all findings and recommendation at the end of the month to the Executive Director.

## FAILURE TO PERFORM THESE MANDATORY OPERATION AND MAINTENANCE FUNCTIONS WILL BE CONSIDERED AS A BREACH OF PERFORMANCE.

- a) All of the above designated functions, work or observations shall be noted on a written inspection report form.
- b) All forms shall be completed in a neat and legible manner and a copy of each shall be submitted to the GTMUA for review on a MONTHLY basis.
- c) The inspection report form shall also provide a space for comments by KENNEDY. These comments should be directed toward documentation of work performed at the station or for work, repairs or maintenance which should be undertaken at a particular location.
- COMPLIANCE WITH LAW: GTMUA AND KENNEDY agree to comply with all applicable Federal, State and local statutes and regulations in the performance of this Agreement.

#### 7. INSURANCE AND INDEMNIFICATION:

a) KENNEDY will be covered under the Gloucester Township MUA's Public Officials Liability Insurance consistent with the coverage of the present Executive Director/Operator of Record.

#### 8. MISCELLANEOUS:

 KENNEDY will comply with all applicable ordinances, rules, regulations and order of any public body of any jurisdiction.

- 9. <u>SEVERABILITY</u>: This Agreement shall be deemed severable. In the event that any part of this Agreement is declared void by the court of competent jurisdiction or by any regulatory agency, the remaining parts of this Agreement shall remain in full force and effect unless the result of the declaration of invalidity shall be to frustrate the purpose for which this Agreement was entered into.
- 10. <u>DEFAULT</u>: In the event KENNEDY is notified of a default of the Agreement and the default or failure shall be uncured for a period of five (5) consecutive scheduled working days, the GTMUA may, at its option, declare this Agreement in default. Nonperformance of its obligations by KENNEDY, at the option of the GTMUA shall be sufficient cause for the GTMUA to terminate the agreement. Non-payment of invoices and vouchers tendered to the GTMUA by KENNEDY shall be deemed a material breach of the Agreement and at the option of KENNEDY, be sufficient cause for KENNEDY to terminate the agreement.
- 11. <u>ENTIRE AGREEMENT</u>: This Agreement constitutes the entire understanding between the parties hereto and no variance or modification hereto shall be valid or enforceable, except by an amendment or supplemental agreement, in writing, executed or approved in the same manner as this Agreement.
- 12. <u>BINDING EFFECT</u>: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their duly authorized representatives as of the day and year first above written.

ATTEST:	DAVID KENNEDY
	LICENSED C-4 OPERATOR
Date:	
ATTEST:	GTMUA
	Richard P. Calabrese, Chairman
Date:	

#### THE GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

RESOLUTION AUTHORIZING THE EXTENSION AND RENEWAL
OF THE 2021 SHARED SERVICES GLOBAL AGREEMENT WITH THE TOWNSHIP OF
GLOUCESTER FOR RECYCLING OF GLASS, PAPERS, PLASTICS AND CANS, AND
CONTINUATION OF THE COMPOST FACILITY PROGRAM AND CONTINUATION OF
THE GRASS AND LEAF COLLECTION AND DISPOSAL PROGRAM

#### R-12-20-116

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

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

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

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

- 1. The Chairman and/or Executive Director are hereby authorized to execute an extension for a term of one (1) year (January 1, 2021 through December 31, 2021) of the Shared Services Global Agreement by and between the Gloucester Township Municipal Utilities Authority and the Township of Gloucester in a form similar to that attached hereto and made a part hereof upon final approval by the Authority Solicitor.
- The Shared Services Global Agreement shall be placed on file in the office of the Gloucester Township Municipal Utilities Authority and made available for public inspection upon execution.

ATTEST:

Frank Schmidt, 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 December 17, 2020.

Marlene Hrynio, Administrative Secretary

Dated: December 17, 2020

#### SHARED SERVICES AGREEMENT

THIS AGREEMENT dated 1st day of January, 2021, by and between the TOWNSHIP OF GLOUCESTER, a municipal corporation of the State of New Jersey, with its principal place of business at Chews Landing Road, P.O. Box 8, Blackwood, New Jersey 08012, (hereinafter referred to as "Township") and the GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY, a body corporate and politic, with its principal place of business located at 401 W. Landing Road, P.O. Box 216, Glendora, New Jersey 08029 (hereinafter referred to as "Authority"):

#### WITNESSETH

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

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

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

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

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

#### I. OPERATION OF THE COMPOSTING FACILITY

#### A. BACKGROUND

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

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

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

- 2. The Township will provide all funds required in order to purchase any and all equipment necessary for the operation of the Compost Facility. The Authority will advise the Township of the equipment needed. The Township will lease said equipment to the Authority for One Dollar (\$1.00) per year. The parties acknowledge that the cost of the required equipment, specifically the screener and windrow turner, as well as other allocable cost as of the date of this Agreement, is \$1,306,881.17. The Township shall be obligated to pay its share of the yearly debt service payment directly to the Authority for the aforementioned equipment. The parties agree that the amount of the payment during the term of this Agreement is \$80,346.00. Attached hereto and incorporated herein is an itemized list of the equipment required for the operation of the compost facility as prepared by the Authority. The Township also agrees to fund the purchase of certain capital items as set forth in the attached "Authority Capital Budget and Capital Improvement Plan, Fiscal Period Ending February 28, 2022" attached as Exhibit "A".
- 3. The Authority will operate and maintain the Compost Facility. Moreover, the Authority will be responsible for the coordination of all work necessary to maintain the expansion of the Compost Facility in accordance with the approved Plans and Specifications. The Township will fund the annual operating budget for the Compost Facility. In December of the preceding year, the Authority will submit the respective budgetary information for the operation of the Compost Facility to the Township for review and approval.
- 4. The Authority will permit the Township to dispose at the Compost Facility all grass and leaves collected in the Township.
- 5. The Authority will not charge tipping fees to the Township for the disposal of grass and leaves at the Authority's Compost Facility.

- 6. The Township shall participate in overseeing of the Compost Facility operation in connection with marketing the Compost Facility to potential customers for disposal of grass and leaves at the site as well as potential customers for the sale of compost.
- The Authority shall prepare and forward to the Township annually, a report of the
   Compost Facility operations at the close of the Authority's fiscal year.
- 8. The Township Council and Authority Members shall participate in a joint quarterly meeting regarding the Compost Facility operations. In the event both parties agree, both governing bodies may appoint a subcommittee for said purpose. In addition, either party may have in attendance any department heads and/or professionals it deems appropriate.
- 9. The Authority shall actively market the use of the Compost Facility and seek commitments from other municipalities for the disposal of grass and leaves at the Compost Facility.
- 10. The Authority shall develop and provide to the Township a long-term marketing plan for the Compost Facility operation. Copies of any and all correspondence sent or received by the Authority in connection with the utilization of the Compost Facility by third parties, shall be forwarded to the Township Administrator.
- 11. As set forth in Section II, B. 7. of this Agreement, the Authority shall add or subtract appropriately to the Township any and all revenues gained from the Compost Facility operations, after deduction of the Authority's cost of operation of the Compost Facility. Upon termination of this Inter-local Services Agreement, any unexpended funds shall be returned to the Township within sixty (60) days of termination.

- 12. For the year ending December 31, 2021, the parties agree to the following funding:
  - A. The Compost Facility's Operating budget for Fiscal year 2021-2022 is \$484,989.00, excluding the Township's share of the 2008 NJEIT debt service obligation.
  - B. The anticipated revenue for FY 2021-2022 as determined by the Authority Administration is \$315,000.00.
  - C. The calculation of the amount due from the Township for the year ending 2021-2022 for the Compost Facility operating budget is as follows:

\$484,989.00	Compost Facility Operating Budget FY 2021-2022
-\$315,000.00	

\$169,989.00 Amount Due from Township to GTMUA for Compost Facility Operating Budget for FY 2021-2022 or \$14,166.00 per month.

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

#### A. BACKGROUND

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

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

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

- 1. The Authority hereby agrees to continue to collect and dispose by composting, at the Authority Composting Facility, grass and leaves within the Township pursuant to the vegetative permit which has been issued to the Authority by the NJDEP, a copy of same being attached hereto and incorporated by reference herein Exhibit "B".
- 2. The Authority shall conduct said grass and leaf collection on a regular and periodic basis between March 15 to October 31 each calendar year. In the event the Authority determines that it will not provide such a service, it shall provide sixty (60) days advance notice to the Township.
- 3. The Authority shall establish a schedule for the collection of grass and leaves for all areas of the Township; said schedule to be posted at the Gloucester Township Municipal Building. Said schedule shall be on a weekly collection basis for the entire Township.
- 4. The Authority shall conduct its grass and leaf collection, and disposal by composting operation pursuant to and in compliance with all applicable laws, rules and regulations of the Federal, State, County and local governments and agencies having jurisdiction.
- 5. The Township shall agree to pay or reimburse the Authority for the actual cost of said grass and leaf collection, compost, and disposal operation collectively known as "the grass and leaf collection operation". The actual cost for operation of the grass and leaf collection and disposal by the Compost Facility for the fiscal year 2021-2022 shall be \$717,550.00. The Township will be informed of any liabilities due to the Township as set forth in the audit report

as of February 28, 2021 of the Authority to determine how the Township would like to address the liabilities.

- 6. The Township shall agree to pay and reimburse the Authority one-twelfth (1/12) of the said estimated and agreed upon annual operating budget for this grass and leaf collection operation or \$59,796.00 beginning January 1, 2021 and the first day of each month thereafter until December 31, 2021 when the last payment is due.
- The Authority shall provide the Township with an estimated annual operating budget for the proposed grass and leaf collection operation in December of each year prior to the commencement of the Township's budget year. The Township and Authority hereby agree that any unreserved net position or deficit as defined in the Report of Audit of the Gloucester Township Municipal Utilities Authority remaining at the end of the contract term for the Authority's grass and leaf collection and disposal program, shall upon the renewal of the contract term, be transferred to the Township. In the event that the contract is not renewed, as provided for herein, then in that event the Township and the Authority agree that there shall be made an appropriate adjustment for any unreserved net position (paid to the Township) or deficit (paid to the Authority) as defined in the Report of Audit of the Gloucester Township Municipal Utilities Authority. This end of contract term adjustment shall be made within sixty (60) days of the contract termination.
- 8. Any vehicles, equipment or machinery purchased or leased by the Authority for this grass and leaf collection operation, shall be approved by the Township and the cost thereof shall be included in the annual operating budget. The Township recognizes that the Authority presently utilizes five (5) vehicles in the performance of this contract and these vehicles are essential to the efficient performance by the Authority.
- 9. The Township shall maintain a contingency fund for any possible major repairs (major repairs are those exceeding \$1,500.00 excluding items of routine maintenance, repairs

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

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

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

### B. <u>TERMS AND CONDITIONS OF GLASS, PAPERS, PLASTICS AND CANS COLLECTION AND DISPOSAL</u>

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

- The Authority shall conduct its recycling collection and disposal operation pursuant to and in compliance with all applicable laws, rules and regulations of the Federal, State, County and local governments and agencies having jurisdiction.
- 3. The Township shall purchase all equipment and machinery required to perform and conduct the operation related to the collection and disposal of recyclable material.
- 4. The Township shall agree to pay or reimburse the Authority for the actual cost of said recycling collection and disposal operation for the term of the Contract, but not to exceed \$820,650.00.
- 5. The Township will appropriate a contingency fund for any possible major repairs (major repairs are those exceeding \$1,500.00 excluding items of routine maintenance, repairs and replacement) to the various trucks leased to and utilized by the Authority, but owned by the Township. No disbursements from the contingency fund will occur unless the Township is first notified and the Department of Public Works is given twenty four (24) hours to inspect said vehicle and agree to the disbursement. In the event, there is no response by the Township within twenty four (24) hours of notification, the funds for the repairs shall be disbursed by the Township. If by December 31<sup>st</sup> of each calendar year said funds have not been expended or any portion of said funds have not been expended, they will remain with the Township to be used for transfers or to cancel to Fund Balance.
- 6. The Authority shall provide the Township with an estimated annual operation budget for the proposed collection and disposal of recyclables in December of each year prior to the commencement of the Township's budget year.
- 7. The Township shall agree to pay and reimburse the Authority one-twelfth (1/12) of said estimated annual operating budget or \$68,388.00 for this collection and disposal operation beginning January 1<sup>st</sup> of each calendar year and continuing on a month-to-month basis until December 31<sup>st</sup> of the succeeding year, when the last payment is due.

#### IV. OTHER GENERAL CONDITIONS

#### A. TERMS

- 1. This Agreement shall be for a one (1) year time period, commencing on January 1, 2021 through December 31, 2021. This Agreement shall automatically renew on a year-to-year basis, unless sixty (60) days written notice by either party to the other of the intent to terminate said Agreement. Upon receipt of such written notice to terminate, this Agreement will expire at the end of the annual time period and shall become null and void and of no further legal effect.
- 2. If any one or more of the terms or provisions of this Agreement shall be finally determined to be invalid or unenforceable by a Court of Law, the remainder of the terms and conditions thereof shall not be affected thereby and shall continue to be enforceable in all respects.
- This Agreement shall be governed by and construed in accordance with the laws
  of the State of New Jersey and shall inure to the benefit of the parties hereto and their
  successors and assigns.
- 4. This Agreement may only be modified in a dated writing, executed by the authorized representative of the Township of Gloucester and the Gloucester Township Municipal Utilities Authority. In the event that there is a modification or amendment to the existing applicable laws and regulations governing this Agreement, such modification or amendment shall be automatically incorporated by reference in this Agreement.
- 5. In the event that any provisions of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties' reflected herein,

and the other provisions of this Agreement shall, as so amended, modified, supplemented or otherwise affected by such action, remain in full force and effect, to the extent possible.

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

ATTEST:	TOWNSHIP OF GLOUCESTER
NANCY POWER TOWNSHIP CLERK	BY: DAVID R. MAYER, MAYOR
ATTEST:	GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
MARLENE HRYNIO ADMINISTRATIVE SECRETARY	RICHARD P. CALABRESE CHAIRMAN

# EXHIBIT "A"



# AUTHORITY CAPITAL BUDGET AND CAPITAL IMPROVEMENT PLAN GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY FISCAL PERIOD ENDING FEBRUARY 28, 2022 PROPOSED YEAR'S CAPITAL PLAN FUNDING SOURCES - SOLID WASTE OPERATIONS

		Twp of Gloucester Estimated Debt Twp. of					
	<u>Projects</u>		Authorized				
A.	RECYCLE TRUCK	\$605,000	\$0	\$605,000			
В.	RECYCLE CARTS	\$32,000	\$0	\$32,000			
c.	PACKER (GRASS/LEAF)	\$175,000	\$0	\$175,000			
D.	DUMP TRUCK (30 YD)	\$250,000	\$0	\$250,000			
E.	LOADER	\$250,000	\$0	\$250,000			
F.	PICK-UP F-150	\$30,000	\$0	\$30,000			
G.	MISC. CAPITAL/ SITE MAINTENANCE	\$20,000	<u>\$0</u>	\$20,000			
	TOTAL	\$1,362,000	\$0	\$1,362,000			



# AUTHORITY CAPITAL BUDGET AND CAPITAL IMPROVEMENT PLAN GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY FISCAL PERIOD ENDING FEBRUARY 28, 2022 5-YEAR CAPITAL PLAN - SOLID WASTE OPERATIONS

<u>Projects</u>	Total Costs	2022	2023	2024	2025	2026
A. RECYCLE TRUCK	\$ 915,000.00	\$ 605,000.00		\$ -	\$ 310,000.00	
B. RECYCLE CARTS	\$ 160,000.00	\$ 32,000.00	\$ <b>~</b> 9	\$ 64,000.00		\$ 64,000.00
C. PACKER (GRASS/LEAF)	\$ 350,000.00	\$ 175,000.00		\$ 175,000.00	\$ -	\$ -
D. DUMP TRUCK (30YD)	\$ 500,000.00	\$ 250,000.00	\$ -	\$ -	\$ -	\$ 250,000.00
E. LOADER	\$ 250,000.00	\$ 250,000.00		\$ -	\$ -	\$
F. PICK-UP F-150	\$ 30,000.00	\$ 30,000.00	\$ -	\$ -	\$ -	\$ -
G. MISC. CAPITAL/ SITE MAINTENANCE	\$ 60,000.00	\$ 20,000.00		\$ 20,000.00		\$ 20,000.00
TOTAL	\$ 2,265,000.00	\$ 1,362,000.00	\$ -	\$ 259,000.00	\$ 310,000.00	\$ 334,000.00

# EXHIBIT "B"





#### State of New Jersey

CATHERINE R. MCCABE

March 29, 2018

Acting Commissioner

PHILLIP D. MURPHY

Governor

SHEILA Y. OLIVER
Lt. Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Solid & Hazardous Waste
Bureau of Recycling & Hazardous Waste Management
401 East State Street
P.O. Box 420, Mail Code 401-02C
Trenton, NJ 08625-0420
Tel (609) 984-3438
Fax (609) 777-1951/984-0565

Tel (609) 984-3438 Fax (609) 777-19 www.nj.gov/dep/dshw/recycling

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Raymond J. Carr, Executive Director Gloucester Township MUA P.O. Box 216 Glendora, New Jersey 08029

Re:

Class C Recycling Center General Approval - Renewal Gloucester Township MUA
Block 1402, Lot 3 and Block 2401, Lots 1 & 3
Township of Gloucester, Camden County
Facility No.: 132029; Permit No.: CCG170002

Dear Mr. Carr.

Please be advised that the New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, Bureau of Recycling and Hazardous Waste Management (Bureau) has reached a final determination to issue the Class C Recycling Center General Approval Renewal. Enclosed is a copy of the final document.

Should you wish to contest any of the conditions of the enclosed general approval, you must file a request for an adjudicatory hearing within twenty (20) days of the date you receive this decision notice in accordance with the procedures found in N.J.A.C. 7:26A-3.14. A copy of the request should also be mailed to this Bureau.

If you have any questions concerning this matter, please contact Daniel Murray of my staff at (609) 777-0176, or by email at Daniel Murray@dep.nj.gov.

Sincerely,

Karen Kloo, Chief

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Bureau of Recycling & Hazardous Waste Management

c: \*Tom Farrell, Bureau Chief, Compliance and Enforcement

\*William Everett, Supervisor, Solid Waste Compliance and Enforcement

\*Michael Hansen, Solid Waste Compliance and Enforcement

Frank Piliere, Supervisor, Bureau of Recycling & Hazardous Waste Management

\*Eleanor Krukowski, Bureau of Non-Point Pollution Control

\*Keith Vaughn, Bureau of Water Compliance & Enforcement

\*Jack Sworaski, Camden County Solid Waste Management Coordinator

Camden County CEHA Agent

Nancy Power, Municipal Clerk, Township of Gloucester

Thomas Leisse, PE, Pennoni Associates Inc., 515 Grove St. Suite 1B, Haddon Heights, NJ 08035

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<sup>\*</sup>Sent via email



### State of New Jersey

CATHERINE R. MCCABE

Acting Commissioner

PHILLIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DEPARTMENT OF ENVIRONMENTAL PROTECTION
Division of Solid & Hazardous Waste
Bureau of Recycling & Hazardous Waste Management
401 East State Street
P.O. Box 420, Mail Code 401-02C
Trenton, NJ 08625-0420

Tel (609) 984-3438 Fax (609) 777-1951/984-0565 www.nj.gov/dep/dshw/recycling

# RECYCLING CENTER GENERAL APPROVAL FOR CLASS C RECYCLABLE MATERIALS

#### Gloucester Township MUA

Facility Type:

Class C Recycling

Lot & Block Nos.:

Block 1402, Lot 3 and Block 2401, Lots 1 & 3

Municipality:

Township of Gloucester

County: Facility No.: Camden 132029

Permit No.:

CCG170002

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

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

March 29, 2018

Issuance Date

Kan Kioo

Karen Kloo, Chief Bureau of Recycling &

Hazardous Waste Management

March 29, 2023 Expiration Date

# Scope of Approval

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

#### Regulated Activities at the Facility

Conditions 1 through 40 of this approval contain the general conditions applicable to all recycling centers. Conditions 41 through 57 of this approval contain Class C General Conditions. Conditions 58 through 66 of this approval contain General Yard Waste conditions and Conditions 67 through 100 of this approval contain Yard Compost conditions applicable to the operations of the recycling center.

#### Facility Description

Gloucester Township MUA owns and operates a Class C recycling center for the receipt and processing of leaves and grass clippings. The recycling center is located at 401 West Landing Road in Gloucester Township on Blocks 1402, Lot 3 and Block 2401, Lots 1 & 3 in Camden County. This regional recycling center receives leaves and grass clippings from Gloucester Township, other nearby municipalities and landscapers. The recycling center shall be limited to the following schedule: Monday through Friday 7:30 a.m. to 5:00 p.m. and Saturdays 9:00 a.m. to 1:00 p.m. during November and December; Monday through Friday 7:30 a.m. to 4:30 p.m. January through October. All materials delivered to the site are composted until they have reached a stable form. A portion of the stabilized compost is then screened to remove any non-compostable material.

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

#### Approved General Approval Application and Associated Documents

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

- a. Site Plan GTMUA Compost Facility Site Plan, Block 1402, Lot 3 and Block 2401, Lots 1 & 3, Gloucester Township, Camden County, New Jersey", dated June 21, 2002, last revised November 30, 2012 prepared by Pennoni Associates Inc. under the supervision of Thomas Leisse, P.E.
- b. Renewal Application for a Class C Recycling Center, Gloucester Township MUA dated September 13, 2017, signed by Thomas Leisse, P.E.
- c. Operational Process Narrative revised May 1997 and Environmental Impact Statement revised May 1995, prepared by Consulting Engineer Services and submitted with letter dated May 30, 1997;
- d. Camden County Solid Waste Management Plan inclusion of Gloucester Township MUA as a Class C Recycling Facility located on Block 1402, Lot 3 and Block 2401, Lots 1 & 3 in Gloucester Township, certified by the Commissioner of the Department of Environmental Protection on March 5, 2008.

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

132029 CCG170002 Class C Recycling Ctr Approval -Renewal Requirements Report

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

132029 CCG170002 Class C Recycling Ctr Approval -Renewal Requirements Report

- 10. The holder of this general approval shall notify the Department in writing of the intended modification and shall update the information submitted pursuant to N.J.A.C. 7:26A-3.2(a), 3.4, 3.8, 3.18, 3.19 or 3.20. The holder of this general approval shall also provide written notice to the solid waste or recycling coordinator of the applicable county of any request to modify a general approval. [N.J.A.C. 7:26A-3.10(c)]
- 11. The holder of this general approval shall not institute the modification until it receives written approval from the Department. [N.J.A.C. 7:26A-3.10(e)]
- Within one week of any change to the end-market information submitted to the Department pursuant to N.J.A.C. 7:26A-3.2(a)7, the holder of this general approval shall submit to the Department a written notification which details any change in the use of the recyclable material transferred from the recycling center to an end-market or in the end-market location to which the recyclable material is transferred. The written notification shall be sent to: New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, Bureau of Recycling & Hazardous Waste Management, Mail Code: 401-02C, P.O. Box 420, Trenton, New Jersey 08625-0420. [N.J.A.C. 7:26A-3.10(f)]
- 13. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of N.J.S.A. 13:1E-1 et seq., the New Jersey Statewide Mandatory Source Separation and Recycling Act, or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 13:1E-1 et seq. and the New Jersey Statewide Mandatory Source Separation and Recycling Act. [N.J.A.C. 7:26A- 3.13(a)1]
- 14. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any solid waste utility law at N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq., or any rule, regulation or administrative order promulgated pursuant to N.J.S.A. 48:2-1 et seq. or 48:13A-1 et seq. [N.J.A.C. 7:26A-3.13(a)2]
- 15. The Department may revoke this general approval upon a determination that the holder of the general approval has violated any provision of any laws related to pollution of the waters, air or land surfaces of the State or of any other State or Federal environmental laws including criminal laws related to environmental protection. [N.J.A.C. 7:26A-3.13(a)3]
- 16. The Department may revoke this general approval upon a determination that the holder of the general approval has refused or failed to comply with any lawful order of the Department. [N.J.A.C. 7:26A-3.13(a)4]
- 17. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to comply with any of the conditions of this general approval issued by the Department. [N.J.A.C. 7:26A- 3.13(a)5]
- 18. The Department may revoke this general approval upon a determination that the holder of the general approval has transferred a general approval to a new owner or operator pursuant to N.J.A.C. 7:26A-3.15 without the prior approval of the Department. [N.J.A.C. 7:26A- 3.13(a)6]
- 19. The Department may revoke this general approval upon a determination that the holder of the general approval has failed to obtain any required permit or approval from the Department or other State or Federal agency. [N.J.A.C. 7:26A- 3.13(a)7]

# 132029 CCG170002 Class C Recycling Ctr Approval -Renewal Requirements Report

- 20. The Department may revoke this general approval upon a determination that the holder of the general approval has committed any of the acts which are criteria for denial of a general approval set forth in N.J.A.C. 7:26A-3.12. [N.J.A.C. 7:26A- 3.13(a)8]
- 21. This general approval shall not be transferred to a new owner or operator without the Department's prior approval. [N.J.A.C. 7:26A- 3.15(a)]
- 22. A written request for permission to allow a transfer of this general approval must be received by the Department at least 60 days in advance of the proposed transfer of ownership or operational control of the recycling center. The request for approval shall include the following: the name, address and social security number of all prospective new owners or operators; a written certification by the proposed transferee that the terms and conditions contained in the general approval will be met by the proposed transferee; and a written agreement between the current owner or operator of the recycling center and the proposed new owner or operator containing a specific future date for transfer of ownership or operational control. [N.J.A.C. 7:26A-3.15(a)1]
- 23. A new owner or operator may commence operations at the recycling center only after the existing approval has been revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A- 3.15(a)2]
- 24. The holder of this general approval remains liable for ensuring compliance with all conditions of the approval unless and until the existing approval is revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A-3.15(a)3]
- 25. Compliance with the transfer requirements set forth at N.J.A.C. 7:26A-3.15 shall not relieve the holder of this general approval from the separate responsibility of providing notice of such transfer pursuant to the requirements of any other statutory or regulatory provision. [N.J.A.C. 7:26A-3.15(a)4]
- 26. The transfer of a controlling interest in the stock or assets of the recycling center that is the subject of this general approval shall constitute a transfer of this general approval. [N.J.A.C. 7:26A- 3.15(b)]
- 27. The holder of this general approval shall maintain a daily record of the amounts of each recyclable material by type and municipality of origin which are received, stored, processed or transferred each day, expressed in tons, cubic yards, cubic feet or gallons. Those operators specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons.

  [N.J.A.C. 7:26A- 3.17(a)1]
- 28. The holder of this general approval shall maintain a daily record of the name, address and telephone number of the end-markets for all recyclable materials transported from the recycling center, including the amounts, in tons, cubic yards, cubic feet or gallons, transported to each end-market. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A-3.17(a)2]
- 29. The holder of this general approval shall maintain a daily record of the amount of residue disposed of, expressed in tons, cubic yards, cubic feet or gallons, including the name and New Jersey Department of Environmental Protection solid waste registration number of the solid waste collector/hauler contracted to provide the haulage/disposal service. Those persons specifying the amount of residue in cubic yards shall also indicate the conversion ratio of the residue from cubic yards to tons. [N.J.A.C. 7:26A-3.17(a)3]

132029 CCG170002 Class C Recycling Ctr Approval -Renewal Requirements Report

- 30. The holder of this general approval shall retain all Recyclable Material Receipt Forms required pursuant to N.J.A.C. 7:26A-3.2(a)16iii for three calendar years following the calendar year for which an annual report is required pursuant to N.J.A.C. 7:26A-3.17(c). [N.J.A.C. 7:26A-3.17(b)]
- 31. The holder of this general approval shall submit an annual report containing monthly summary statements of the information required pursuant to N.J.A.C. 7:26A-3.17(a) to the New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, on or before March 1 of each year, for the previous calendar year. The summaries shall include the following: monthly totals of the amount of recyclable material received from each customer by municipality of origin; monthly totals of the amount of recyclable product transferred to each end-market; and the amount of residue disposed of during each month. [N.J.A.C. 7:26A-3.17(c)]
- 32. The holder of this general approval shall certify in writing to the Department that all residue generated at the recycling center has been disposed of in accordance with the solid waste management rules at N.J.A.C. 7:26. The certification shall be submitted annually as part of the annual report. [N.J.A.C. 7:26A- 3.17(e)]
- All information submitted to the Department pursuant N.J.A.C. 7:26A shall be handled in accordance with the requirements of the Public Records law, N.J.S.A. 47:1-1 et seq. The Department will hold confidential all end-market information, as well as information pertaining to the municipality of origin of recyclable material, submitted pursuant to N.J.A.C 7:26A-3.2, 3.7, and 3.17 through 3.20 for a period of two years from the date on which the information is submitted to the Department, where specified as confidential by the applicant and where there are no health, safety or environmental concerns which require the release of the information, as determined by the Department. [N.J.A.C. 7:26A-3.17(f)]
- 34. The holder of this general approval shall provide a recycling tonnage report by March 1 of each year to all municipalities from which recyclable material is received in the previous calendar year. The report shall detail the amount of each source separated recyclable material, expressed in tons or cubic yards, brought to the recycling center, as well as the date on which the recyclable materials were delivered to the recycling center. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A- 4.4(a)]
- 35. The recycling center shall not commence operations unless and until it is included in the applicable district solid waste management plan. [N.J.A.C. 7:26A- 4.2]
- 36. The construction of the recycling center that is the subject of this general approval shall be in conformance with the New Jersey Uniform Construction Code, N.J.S.A. 52:27D-119 et seq., and the rules promulgated pursuant thereto. [N.J.A.C. 7:26A-4.1(b)]
- 37. The New Jersey Department of Environmental Protection or an authorized representative acting pursuant to the County Environmental Health Act, N.J.S.A. 26:3A2-1 et seq. shall have the right to enter and inspect any building or other portion of the recycling center at any time in order to determine compliance with the provisions of all applicable laws or rules and regulations adopted pursuant thereto. This right to inspect includes, but is not limited to: sampling any materials on site; photographing any portion of the recycling center; investigating an actual or suspected source of pollution of the environment; and, ascertaining compliance or non-compliance with the statutes, rules or regulations of the Department, including conditions of the recycling center approval issued by the Department. [N.J.A.C. 7:26A-1.7(a)]

132029 CCG170002 Class C Recycling Ctr Approval -Renewal Requirements Report

#### Subject Item: PI 132029 -

- The right of entry specified at N.J.A.C. 7:26A-1.7(a) shall be limited to normal operating hours for the purpose of reviewing and copying all applicable records, which shall be made available to the Department during an inspection and submitted to the Department upon request. [N.J.A.C. 7:26A-1.7(b)]
- 39. The facility shall comply with the general operating requirements for all Recycling Centers as provided at N.J.A.C. 7:26A-4.1. [N.J.A.C. 7:26A-4]
- Upon notification from the Department that a State of Emergency, which may impact the facility's operations, has been declared by the Governor pursuant to the New Jersey Disaster Control Act at N.J.S.A. App. A:9-30 et seq., the permittee shall provide to the Division of Solid and Hazardous Waste a daily report on the operational status of the facility and the quantity of wastes received during the previous operating day or any other relevant information requested pursuant to N.J.S.A. App. A:9-36. The status report shall be submitted electronically to solidwasteemergencies@dep.nj.gov, or as otherwise directed by the Department, on forms, or in the format, provided by the Department and in compliance with the time frames established by the Department after the State of Emergency declaration. The status reports shall be submitted daily until the permittee is informed by the Department that the reports are no longer required for that State of Emergency. [N.J.A.C. 7:26A- 3.5(e)]

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

- The following organic materials may be received, stored, processed, or transferred at this recycling center as authorized in this general approval: Leaves and Grass Clippings. [N.J.A.C. 7:26A-3.5(e)1]
- 42. The listed recyclable materials may not be received in a commingled manner. [N.J.A.C. 7:26A-3.5(e)3]
- 43. The maximum amount of contaminants allowed in each load of recyclable materials shall be limited to 1% by volume. The term contaminants in this document shall mean any material that is not specifically approved for receipt and processing. [N.J.A.C. 7:26A- 3.5(e)3]
- 44. One complete set of the general approval application documents, this general approval, and all records, reports and plans as may be required pursuant to this approval shall be kept on file at the recycling center and shall be available for inspection by authorized representatives of the Department or delegated agents upon presentation of credentials. [N.J.A.C. 7:26A- 3.5(e)3]
- 45. All recycling center operations shall be limited to the following schedule: Monday through Friday/7:30 a.m. to 5:00 p.m and Saturdays 9:00 a.m. to 1:00 p.m. during November and December; Monday through Friday 7:30 a.m. to 4:30 p.m. January through October. [N.J.A.C. 7:26A- 3.5(e)3]
- 46. Material deliveries to the recycling center shall be scheduled in such a manner as to minimize truck queuing on the recycling center property. Under no circumstances shall delivery trucks be allowed to back-up or queue onto public roads. [N.J.A.C. 7:26A- 3.5(e)3]
- 47. The recycling center may receive no more than 170 trucks per day. No more than 3,400 cubic yards of leaves and grass clippings shall be accepted per day. [N.J.A.C. 7:26A-3.5(e)3]

132029 CCG170002 Class C Recycling Ctr Approval -Renewal Requirements Report

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

48. The following equipment or equivalent shall be available for site operations and shall be maintained in operable condition:

Backhus 17.60 Windrow Turner Case 821B Wheel Loader Volvo Wheel Loader Bivi-Tec Screener KRL/ED 1900 x 7 Sterling & Peterbilt 30 yd Dump Trucks

Requisite recycling center operations shall not be delayed or neglected for lack of required equipment or for equipment downtime. [N.J.A.C. 7:26A- 3.5(e)3]

- 49. Initial soil modification and grading performed shall be in accordance with the approved Soil Erosion and Sediment Control Plan. Once original grading is complete, the composting area, related material staging/mixing areas and access road(s) shall be maintained for the life of the recycling center in a manner that prevents the accumulation or ponding of surface water. [N.J.A.C. 7:26A-3.5(e)3]
- 50. Materials staging, inspection and processing shall be conducted only in areas designated for such staging, inspection and processing shown on the approved site plans. Each load shall be inspected in accordance with the inspection plan provided in the Operational Process Narrative. This plan specifies that all contaminants shall be removed and placed in roll-off containers at the recycling center for eventual removal off site for disposal. After the inspection of the incoming material, windrow formation, grass receipt and mixing and mixed windrow formation must adhere to the following:
  - (1) Leaves shall be directed to the various windrow areas and unloaded directly into windrows.
  - (2) Grass clippings shall be directed to Areas 4 & 7 (as identified on the approved site plan) designated for grass clipping receipt and mixing for mixing with semi-decomposed leaves. [N.J.A.C. 7:26A-3.5(e)3]
- Residue, being the material that evolves from the processing of source separated recyclable material and is subsequently subject to disposal, inclusive of contaminants, shall not exceed 1% by volume of the total volume of recyclable material accepted during the year the material containing that residue was received. [N.J.A.C. 7:26A-3.5(e)3]
- 52. Methods of effectively controlling dust shall be implemented at the recycling center in order to prevent off-site migration. [N.J.A.C. 7:26A- 3.5(e)3]
- 53. Horizontal control points for all operational areas shall be established and maintained on site. Permanent horizontal limitation markers shall be set at the corners of the operational areas as depicted on the approved site plan. [N.J.A.C. 7:26A-3.5(e)3]
- 54. Fire fighting and emergency procedures shall be posted, and shall include the telephone numbers of local fire, police, ambulance, and hospital facilities. If a fire occurs on-site, the facility shall immediately notify the local fire official and N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. [N.J.A.C. 7:26A- 3.5(e)]

132029 CCG170002 Class C Recycling Ctr Approval -Renewal Requirements Report

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

- Any suspected or phohibited hazardous waste, as defined at N.J.A.C. 7:26G-5, found in a load accepted at the recycling center shall not be returned to the generator. Such materials shall be segregated and stored in a secure manner and shall be immediately reported to the N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. The owner/operator of the recycling center shall secure the name of the collector/hauler suspected of delivering such waste to the facility and related information surrounding the incedent, if available, and shall make this information known to N.J.D.E.P. enforcement personnel. Such material may be returned to a known generator, provided that specific permission to do so is received by the owner/operator after contacting 1-877-927-6337. Otherwise, the owner/operator shall dispose of the unauthorized waste in accordance with instructions received from the Department. [N.J.A.C. 7:26A-3 .5(e)]
- 56. In case of conflict, the provisions of N.J.A.C. 7:26A-1 et seq. shall have precedence over the conditions of this Approval, and the conditions of this Approval shall have precedence over plans and specifications listed above. [N.J.A.C. 7:26A-3.5(e)]
- Pursuant to N.J.A.C. 7:26A-3.2(a)18, the holder of the general approval shall ensure that all recycling activities authorized by this general approval are conducted in full compliance with the applicable Storm Water management rules at N.J.A.C. 7:8-5 and 6 and the Pollutant Discharge Elimination System rules at N.J.A.C. 7:14A-24 and 25. In the event that compliance with the above rules require changes to the site plan or any operations authorized by this general approval, the holder of the general approval shall submit a modification application including a revised site plan within thirty (30) days of receiving all approvals/permits from the Department's Division of Water Quality to the Bureau of Recycling & Hazardous Waste Management for review and approval. [N.J.A.C. 7:26A-3.5(e)]

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

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

132029 CCG170002 Class C Recycling Ctr Approval -Renewal Requirements Report

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

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

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

- Within one year of the start up of the recycling center, the recycling center operator shall attend a composting course sponsored by the Rutgers Cooperative Extension, the appropriate county agricultural or resource management agents or any other similar course recognized by the Department. Any operator hired subsequent to startup shall attend a course within one year of being hired. [N.J.A.C. 7:26A-4.5(a)14i]
- 68. Prior to windrow formation, dry yard trimmings shall be moistened to saturation without producing excessive runoff. [N.J.A.C. 7:26A-4.5(a)14iii]
- 69. To facilitate drainage and to reduce surface water ponding, each windrow shall be constructed and positioned in such a manner that it is perpendicular to the contours of the ground surface. [N.J.A.C. 7:26A-4.5(a)14iv]
- 70. A windsock shall be installed at the recycling center in order to indicate wind direction so that the recycling center operator may determine appropriate times for windrow turning operations.

  [N.J.A.C. 7:26A- 4.5(a)14v]
- 71. The recycling center shall follow the approved method of windrow composting defined in this general approval. [N.J.A.C. 7:26A- 4.5(a)14vi]
- 72. Finished compost shall be tested once each year, at a minimum, in accordance with the monitoring and sampling plan established in this general approval. Results of all laboratory analysis for each parameter specified shall be recorded and maintained at the recycling center. [N.J.A.C. 7:26A-4.5(a)14viii]
- 73. Samples of the compost produced at the recycling center shall be analyzed each year for stability or maturity and pH, and once every five years for the following heavy metals on a dry weight basis: arsenic, cadmium, chromium, copper, lead, mercury, molybdenum, nickel, selenium and zinc. The five year cycle shall commence with the first samples being analyzed following issuance of this approval then every fifth year thereafter. [N.J.A.C. 7:26A- 4.5(a)14viii, N.J.A.C. 7:26A- 3.5(e)3]
- 74. The laboratory used to perform the analysis of the finished compost product shall be certified in accordance with N.J.A.C. 7:18 for the equipment and testing procedures required. [N.J.A.C. 7:26A-4.5(a)14ix]

132029 CCG170002 Class C Recycling Ctr Approval -Renewal Requirements Report

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

- 75. In addition to the record-keeping requirements of N.J.A.C. 7:26A-3.17, the holder of this general approval shall maintain a recycling center daily operations journal and shall include at a minimum the following:
  - i. Date of Journal Entry;
  - ii. Name of the Recycling Center;
  - iii. Name of Operator;
  - iv. Name and title of the person responsible for journal entry;
  - v. Prevailing wind direction for the day;
  - vi. Description of any regrading activities conducted that day;
  - vii. Sketch of site including all windrows and identification of any piles including staging piles, curing piles and finished compost product piles;
  - viii. Identification of windrows tested for temperature and/or oxygen that day and results of the tests;
  - ix. Identification of windrows into which grass clippings mixed that day;
  - x. Identification of any new windrows constructed that day;
  - xi. Identification of windrows that have been turned that day;
  - xii. Recording of the beginning and ending hours of windrow turning equipment as indicated on turning equipment hour meter for that day of usage. If the equipment hour meter is not working the information shall be noted in the daily journal. A letter or e-mail shall be sent immediately to the Department's Bureau of Solid Waste Compliance and Enforcement informing about the breakdown of the equipment hour meter and time frame to fix it;
  - xiii. The quantity and sources of Class C Recyclable Materials received expressed as cubic yards;
  - xiv. The quantity of disposed residue and sites to where the residue was shipped;
  - xv. Quantity of finished product shipped off-site;
  - xvi. Results of compost analysis and name of certified laboratory that conducted analysis if received that day along with the compost test report laboratory reference number.

The journals shall be maintained on-site for a period of 5 years and made available on-site to the Department's personnel and forwarded upon request. [N.J.A.C. 7:26A- 4.5(a)14xi, N.J.A.C. 7:26A- 3.5(e)3]

- 76. Compost given away or offered for sale by the recycling center must contain a label describing the recommended safe uses and application rates, and restrictions, if any, on use of the product. If compost is offered for bulk sale, signs or printed literature containing the above information shall be available on the bill of lading to the purchaser or persons receiving the compost. [N.J.A.C. 7:26A-4.5(b)1]
- 77. Compost given away or offered for sale shall satisfy the requirements established at 40 C.F.R. 503.13(b)(3). [N.J.A.C. 7:26A-4.5(b)2i]
- 78. Windrow construction and reconstruction shall be conducted within the confines of the designated areas identified on the approved site plans. Expansion of such activities beyond the designated areas shall require the approval of the Department. The total length of all windrows at the site at any given time shall not exceed 21,000 linear feet (88,000 cubic yards) approximately. [N.J.A.C. 7:26A-3.5(e)3]

132029 CCG170002 Class C Recycling Ctr Approval -Renewal Requirements Report

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

- 79. Leaves shall be placed in windrows within three (3) calandar days of receipt. Windrows shall be constructed (and reconstructed if necessary after turning) to a maximum height of eight and a half (8.5) feet with a corresponding base not to exceed a maximum of twenty (20) feet in width. A minimum of one foot (1 ft) of space between toes within twin windrows shall be provided. [N.J.A.C. 7:26A-4.5(a)7, 14vi]
- 80. Leaf windrows shall be turned with the Backhus 17.60 Windrow Turner. [N.J.A.C. 7:26A-4.5(a)14]
- 81. Ample working space shall be maintained between windrows for turning purposes. A minimum separation of 10 feet working distance measured from the twin windrow pile base to the next adjacent windrow pile's base shall be provided to permit movement of turning equipment. [N.J.A.C. 7:26A-4.5(a)14vi]
- 82. After initial formation, windrows shall be turned and reconstructed a minimum of once per week for the first month. After the first month, the holder shall measure core temperature at approximately 250 foot intervals along each windrow every week and record the temperature in the daily operations journal. No temperature measurements shall be taken within 20 feet from the ends of the windrow pile. If a temperature reading exceeds 140 degrees F, the windrow shall be turned by the end of the next business day.

If grass clippings are mixed into a windrow, for the first 30 days after grass clippings are mixed in the windrow the holder shall measure core temperature and oxygen levels at approximately 250 foot intervals along the windrow every other day and record the temperature and oxygen level in the daily operations journal. Temperature and oxygen readings shall be collected from approximately the same locations. No temperature or oxygen measurements shall be taken within 20 feet from the ends of the windrow pile. At the end of the 30-day schedule further turning shall be based on weekly monitoring of only temperature not exceeding 140 degrees F. If a temperature reading exceeds 140 degrees F or oxygen reading drops below 5% the windrow(s) shall be turned by the end of the next business day. [N.J.A.C. 7:26A- 4.5(a)14vi(3), N.J.A.C. 7:26A- 3.5(e)3]

- 83. Grass clippings shall be mixed with partially decomposed leaves within the same day of receipt. Mixing shall occur at a ratio of one (1) part of grass clippings to not less than three (3) part of partially decomposed leaves. The mixture shall be formed into windrows (hereinafter called Mixed Windrows). [N.J.A.C. 7:26A-4.5(a)7]
- 84. Leaves may be used a maximum of two (2) times for mixing with grass clippings. The second mixing or application of grass clippings with semi-decomposed leaves shall occur no sooner than one month after the initial mixing. [N.J.A.C. 7:26A-4.5(a)14]
- 85. Mixed Windrows shall be constructed to a maximum height of eight and a half (8.5) feet with a corresponding base not to exceed a maximum of twenty (20) feet in width. [N.J.A.C. 7:26A-4.5(a)14]
- Mixed Windrows shall be turned with the Backhus 17.60 Windrow Turner. Prior to windrow turning, the height of a windrow should not exceed eight and a half (8.5) feet. [N.J.A.C. 7:26A-4.5(a)14]
  - 87. Ample working space shall be maintained between Mixed Windrows for turning purposes. A minimum separation of ten (10) feet working distance measured from the twin pile base to the next adjacent twin pile's base shall be provided to permit movement of turning equipment. [N.J.A.C. 7:26A-4.5(a)14]

132029 CCG170002 Class C Recycling Ctr Approval -Renewal Requirements Report

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

- 88. When the holder of this general approval determines that material in windrows has reached steady state conditions based on results of temperature and oxygen monitoring, the material from the windrows may be formed into curing pile in the unscreened material storage area with a maximum pile height of twenty-two (22) feet and maximum volumetric capacity not to exceed 40,000 cubic yards as indicated on the approved Site Plan. [N.J.A.C. 7:26A-4.5(a)14]
- 89. For screening of the stabilized compost, the Bivi-Tek Screener KRL/ED 1900 x 7 shall be available at the site. The material that is separated from the screener as overs is considered residue. [N.J.A.C. 7:26A-3.5(e)3]
- 90. Finished compost may be stockpiled only in those locations identified on the approved site plan. The height of the finished compost pile shall not exceed 22 feet and the volumetric capacity shall not exceed 21,500 cubic yards. [N.J.A.C. 7:26A- 3.5(e)3]
- 91. A minimum one sample of compost product of sufficient size and of equal proportion shall be collected for every 1,000 cubic yards of compost product generated. [N.J.A.C. 7:26A- 4.5(a)14]
- 92. A maximum of 10 samples of compost product may be composited into a representative sample. [N.J.A.C. 7:26A- 4.5(a)14]
- 93. Each composite sample shall be placed in a non-metallic container and thoroughly mixed. [N.J.A.C. 7:26A-4.5(a)14]
- 94. A minimum of two subsamples of sufficient size and of equal proportion shall be extracted from each composite sample and placed in clean plastic containers. The containers shall then be sealed. One subsample shall be sent to a laboratory for analyses. The second subsample shall be retained at the site so that the Department may conduct follow-up analyses when necessary. The subsample retained shall be clearly marked for identification and stored at the site using proper preservation techniques for a period of 180 days from the date the composite sample is transferred to the laboratory for analyses. [N.J.A.C. 7:26A- 4.5(a)14]
- 95. A copy of the analytical results shall be submitted to the following address within ten (10) days of receipt by the holder of the laboratory results: New Jersey Department of Environmental Protection, Division of Solid and Hazardous Waste, Bureau of Recycling and Hazardous Waste Management, Mail Code: 401-02C, P.O. Box 420, Trenton, New Jersey 08625-0420. [N.J.A.C. 7:26A- 4.5(a)14]
- 96. Compost stockpiles shall remain on site until the associated analytical results are received by the recycling center and a determination is made whether the finished product meets the required criteria set forth at 40 C.F.R. 503.13(b)(3). [N.J.A.C. 7:26A-3.5(e)]
- 97. Material sampling methods, sample preservation requirements, sample handling times and decontamination procedures for field equipment shall conform to applicable industry methods as specified in the NJDEP Field Sampling Procedures Manual. [N.J.A.C. 7:26A- 4.5(a)14]
- 98. The holder of this general approval shall inspect the site weekly for ponded water and rut formation and record the findings in the recycling center operations journal. [N.J.A.C. 7:26A- 3.5(e)3]
- 99. The holder of this general approval shall inspect the site periphery weekly for discharge of leachate and record the findings in the recycling center operations journal. [N.J.A.C. 7:26A- 3.5(e)3]

†32029 CCG170002 Class C Recycling Ctr Approval -Renewal Requirements Report

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

100. The holder of this general approval shall inspect the surrounding area weekly in the vicinity of the recycling center, to detect odors emanating from the operation and record the findings in the recycling center operations journal. The Department may revert to daily inspections (Monday through Saturday) provided odor complaints have been registered with State, county, or local health/environmental agencies and provided that official notification has been made to the holder of this general approval. [N.J.A.C. 7:26A- 3.5(e)3]

#### RESOLUTION

# GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY RESOLUTION AWARDING THE AUTHORITY INSURANCE CONTRACT TO WILLIS OF NEW JERSEY, INC., FOR A ONE (1) YEAR TERM COMMENCING 1/1/21

#### R-12-20-117

WHEREAS, the Gloucester Township Municipal Utilities Authority ("GTMUA/Authority"), County of Camden and State of New Jersey has solicited Request for Proposals for insurance coverage for a one (1) year term commencing January 1, 2021 and ending January 1, 2022 pursuant to the New Jersey Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, such service is in the nature of an exception to the bidding requirements as an extraordinary unspecifiable service; and

WHEREAS, the proposal received by the Authority has been reviewed by the Authority Solicitor and the Authority's Insurance Committee; and

**WHEREAS**, one (1) proposal was submitted in response to the Request for Proposals by the GTMUA; and

**WHEREAS,** after due deliberation and opportunity for discussion, the Commissioners have determined that it is in the best interest of the Authority to award the insurance contract to Willis of New Jersey, Incorporated.

NOW, THEREFORE, BE IT RESOLVED by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority that this contract is awarded without competitive bidding as an extraordinary unspecifiable service in accordance with N.J.S.A. 40A:11-5 of the Local Public Contracts Law to Willis of New Jersey, Inc. for General Liability, Auto & Umbrella, Excess Liability and Public Officials Liability (Glatfelter Public Practice – National Union Fire) for an amount not to exceed \$119,500.00, to the extent not already included; and

**BE IT FURTHER RESOLVED**, that notice of this action shall be printed one (1) time within ten (10) days of its passage in an authorized official newspaper of the Authority; and

**BE IT FURTHER RESOLVED**, that a copy of this Resolution and Contract shall remain on file and available for public inspection.

**BE IT FURTHER RESOLVED**, that the Gloucester Township Municipal Utilities Authority certifies that funds are available for payment of this Contract. The amount to be expended under this contract shall not exceed \$119,500.00. Funds will be charged against the Sewer and Solid Waste Operating Funds.

ATTEST:

THE GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

Frank Schmidt, 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 December 17, 2020.

Marlene Hrynio, Administrative Secretary

Dated: December 17, 2020

# Willis Towers Watson I.I'I'I.I

December 11, 2020

www.willistowerswatson.com

Willis of New Jersey, Inc. 10000 Midlantic Drive Suite 200 East Mount Laurel, NJ 08054 Phone: (856) 914-4600

Mr. Ray Carr- Executive Director Gloucester Township Municipal Utilities Authority P. O. Box 216 Glendora NJ 08029-0216

Re: Insurance Renewal

Dear Ray, attached is the updated renewal proposal for 2021.

The new premium is \$118,858 plus \$710.91 tax. This is a reduction of \$1,933 in premium and \$11.60 in tax from their original quote.

The carrier had incorrectly included in an auto coverage.

I had the carrier increase your Employee Dishonesty from \$250,000 to \$500,000. The charge is \$14.

My conclusion is that they are still about \$750 high from where I expected. I will continue to push for this reduction.

Also, I did notice the current auto policy included the same incorrect auto coverage. We have requested they delete from the policy. I expect it will return about \$1,900.

I will provide you an update shortly.

Thanks

Robert V. English CIC/CRM

Senior Vice-President

Willis of NJ, Inc.

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

#### R-12-20-118

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

**WHEREAS**, the Authority's Board of Commissioners have recommended that Raymond J. Carr, Executive Director, be appointed as the Public Agency Compliance Officer for the GTMUA for calendar year 2021.

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

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

ATTEST:

Frank Schmidt, 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 December 17, 2020.

Marlene Hrynio, Administrative Secretary

Dated: December 17, 2020

#### RESOLUTION

GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR TO ADVERTISE FOR BIDS FOR TEMPORARY LABOR FOR THE GRASS AND LEAF COLLECTION PROGRAM FROM MARCH 1, 2021 THROUGH FEBRUARY 28, 2022

#### R-12-20-120

WHEREAS, the Gloucester Township Municipal Utilities Authority, County of Camden and State of New Jersey is in receipt of a request by the Executive Director for the authorization to advertise for bids for Temporary Labor for the Grass and Leaf Collection Program from March 1, 2021 through February 28, 2022; and

WHEREAS, after due deliberation, the Board has determined that there is a need for temporary labor for the efficient operation of the Authority Grass and Leaf Collection Program; and

**WHEREAS,** pursuant to New Jersey Public Contracts Law, the Authority must solicit bids for the provision of temporary labor; and

**NOW THEREFORE, BE IT RESOLVED,** by the Gloucester Township Municipal Utilities Authority, County of Camden and State of New Jersey that the Authority Executive Director be and hereby is authorized to advertise for the receipt of sealed bids for the provision of temporary labor for the Grass and Leaf Collection Program from March 1, 2021 through February 28, 2022.

ATTEST:

Frank Schmidt, 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 December 17, 2020.

Marlene Hrynio, Administrative Secretary

Dated: December 17, 2020

#### R-12-20-121

## FISCAL YEAR 2021-2022 AUTHORITY BUDGET RESOLUTION

#### GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

**FROM:** MARCH 1, 2021 **TO:** FEBRUARY 28, 2022 **FISCAL YEAR:** 

WHEREAS, the Annual Budget and Capital Budget for the Gloucester Township Municipal Utilities Authority for the fiscal year beginning, March 1, 2021 and ending, February 28, 2022 has been presented before the governing body of the Gloucester Township Municipal Utilities Authority at its open public meeting of December 17, 2020; and

WHEREAS, the Annual Budget as introduced reflects Total Revenues of \$7,170,413.00, Total Appropriations, including any Accumulated Deficit if any, of \$7,419,913.00 and Total Unrestricted Net Position utilized of \$249,500.00; and

WHEREAS, the Capital Budget as introduced reflects Total Capital Appropriations of \$19,422,000.00, and Total Unrestricted Net Position planned to be utilized as funding thereof, of \$1,560,000.00, debt issued totaling \$16,500,000.00, and funding from a Township of Gloucester contribution totaling \$1,362,000.00; and

WHEREAS, the schedule of rates, fees and other charges in effect will produce sufficient revenues, together with all other anticipated revenues to satisfy all obligations to the holders of bonds of the Authority, to meet operating expenses, capital outlays, debt service requirements, and to provide for such reserves, all as may be required by law, regulation or terms of contracts and agreements; and

WHEREAS, the Capital Budget/Program, pursuant to N.J.A.C. 5:31-2, does not confer any authorization to raise or expend funds; rather it is a document to be used as part of the said Authority's planning and management objectives. Specific authorization to expend funds for the purposes described in this section of the budget, must be granted elsewhere; by bond resolution, by a project financing agreement, by resolution appropriating funds from the Renewal and Replacement Reserve or other means provided by law.

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Gloucester Township Municipal Utilities Authority, at an open public meeting held on December 17, 2020 that the Annual Budget, including all related schedules, and the Capital Budget/Program of the Gloucester Township Municipal Utilities Authority for the fiscal year beginning, March 1, 2021 and ending, February 28, 2022 is hereby approved; and

BE IT FURTHER RESOLVED, that the anticipated revenues as reflected in the Annual Budget are of sufficient amount to meet all proposed expenditures/expenses and all covenants, terms and provisions as stipulated in the said Authority's outstanding debt obligations, capital lease arrangements, service contracts, and other pledged agreements; and

BE IT FURTHER RESOLVED, that the governing body of the Gloucester Township Municipal Utilities Authority will consider the Annual Budget and Capital Budget/Program for adoption on January 21, 2021.

Jec 12, 2020 (Date)

Governing Body Member:

Recorded Vote

Aye Nay Abstain

Absent

Richard P. Calabrese

Joseph Pillo Franklin Schmidt

Dorothy Bradley Francis Dintino

Page C-5