

Resolution-R-06-20-54

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

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

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


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

AMOUNT	NAME	PURPOSE
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As Per Attached: \$324,382.49

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

Passed The Gloucester Township Municipal Utilities Authority this 18 of June, 2020

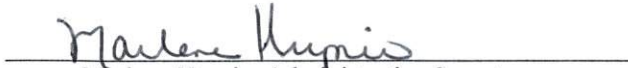

Richard P. Calabrese, Chairman

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 June 18, 2020

Dated: June 18, 2020


Marlene Hrynio, Administrative Secretary

FULTON FINANCIAL CORPORATION

Transaction Details List View | All Transactions

Account Number 1100942661
 Account Name OPERATING
 Currency USD

Balances as of 06/09/2020 13:37:57
 {"Transactions as of" "06/09/2020 13:38:01 "

Opening Ledger	515,282.75	Opening Available	515,282.75		Current Ledger	515,282.75
Current Available	515,282.75	One Day Float	0.00		2 or More Days Float	0.00
Relationship Balance	515,282.75					

Post Date	Description	Status	Amount	Bank Reference	Customer Reference	Transaction Detail	Type
05/28/2020	MISCELLANEOUS DEBIT	Cleared	-357.67	000012340004878		WEB TFR TO 001100942616/	MISCELLANEOUS
05/28/2020	MISCELLANEOUS DEBIT	Cleared	-45,383.94	000012340004779		WEB TFR TO 001100942616/	MISCELLANEOUS

FULTON FINANCIAL CORPORATION

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

ID	Transfer Date	Amount	Debit Currency	Status	From Account Name	From Account Number	To Account Name	To Account Number	Transfer Reference	Template Name	Entry Method
1052	06/03/2020	14.68 USD	USD	Bank Confirmed	OPERATING	1100942661	PAYROLL	1100942616			Freeform
1050	06/03/2020	382.99 USD	USD	Bank Confirmed	OPERATING	1100942661	PAYROLL	1100942616			Freeform
1048	06/03/2020	51,240.44 USD	USD	Bank Confirmed	OPERATING	1100942661	PAYROLL	1100942616			Freeform

Report Totals

Transfers		Total Credits Amount	Payments
Transfers	(USD to USD)	51,638.11 USD	3

P.O. Type: All	Include Project Line Items: Yes	Open: N	Paid: N	Void: N
Range: First	to Last	Rcvd: N	Held: N	Aprv: Y
Format: Condensed	First Enc Date Range: First to 02/28/21	Bid: Y	State: Y	Other: Y
Include Non-Budgeted: Y	Prior Year Only: N	Exempt: Y		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
AQU00010 AQUA NEW JERSEY								
	21-00278	05/26/20	MNTHLY WATER BILL	Open	321.75	0.00		
ATL00020 ATLANTIC CITY ELECTRIC								
	21-00277	05/26/20	MONTHLY ELECTRIC BIL	Open	1,303.92	0.00		
NJ000090 N.J. AMERICAN WATER CO.								
	21-00275	05/26/20	MONTHLY WATER BILL	Open	105.63	0.00		
PSE00010 PSE&G 1								
	21-00276	05/26/20	MONTHLY ELECTRIC BILL	Open	8,181.86	0.00		
SOU00030 SOUTH JERSEY GAS								
	21-00274	05/26/20	MNTHLY GAS BILL	Open	869.58	0.00		
Total Purchase Orders:		5	Total P.O. Line Items:	0	Total List Amount:	10,782.74	Total Void Amount:	0.00

May 20, 2020
02:10 PM

THE GLOUCESTER TOWNSHIP MUA
Purchase Order Listing By Vendor Name

11 Budget

Page No: 1

P.O. Type: All
Range: First
Format: Condensed
Include Non-Budgeted: Y

Include Project Line Items: Yes
to Last
First Enc Date Range: First to 02/28/21
Prior Year Only: N

Open: N
Rcvd: N
Bid: Y

Paid: N
Held: N
State: Y

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

Vendor # Name		Status	Amount	Void Amount	Contract	PO Type
PEN00040 PENNONI ASSOCIATES INC.						
21-00256	05/20/20 APRIL 2020 ENGINEERING FEES	Open	1,888.00	0.00		
WIL00080 WILLIS OF NEW JERSEY INC.						
21-00255	05/20/20 #19 INSURANCE	Open	681.07	0.00		
Total Purchase Orders: 2		Total P.O. Line Items: 0	Total List Amount: 2,569.07	Total Void Amount: 0.00		

FULTON FINANCIAL CORPORATION

Transaction Details List View | All Transactions

Account Number 1100942661
Account Name OPERATING
Currency USD

Balances as of 05/20/2020 09:58:41
{"Transactions as of" "05/20/2020 09:58:41 "

Opening Ledger	503,141.10	Opening Available	503,141.10		Current Ledger	503,141.10
Current Available	503,141.10	One Day Float	0.00		2 or More Days Float	0.00
Relationship Balance	503,141.10					

Post Date	Description	Status	Amount	Bank Reference	Customer Reference	Transaction Detail	Type
05/20/2020	BOOK TRANSFER DEBIT	Pending	-46,042.47	2340004486		WEB TFR TO 001100942616 095838006414 Online Transfer Debit	MONEY TRANSFER
05/20/2020	BOOK TRANSFER DEBIT	Pending	-354.85	2340004429		WEB TFR TO 001100942616 095828006407 Online Transfer Debit	MONEY TRANSFER

P.O. Type: All
Range: First
Format: Condensed
Include Non-Budgeted: Y

Include Project Line Items: Yes
to Last
First Enc Date Range: First to 02/28/21
Prior Year Only: N

Open: N
Rcvd: N
Bid: Y

Paid: N
Held: N
State: Y

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

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
A0000020 A & M PRODUCTS	21-00285	06/01/20	SAFETY & ODOR CONTROL	Open	1,996.25	0.00		
APPL0005 APPLIED INDUSTRIAL TECH INC	21-00174	04/16/20	SCREENER	Open	2,703.59	0.00		
ARA00010 ARAMARK UNIFORM SERVICES INC	21-00309	06/08/20	MAY 2020 UNIFORM RENTAL	Open	656.04	0.00		
ATG00010 ATGER, GLENN	21-00300	06/08/20	G.ATGER SCRIPTS	Open	25.46	0.00		
ATL00020 ATLANTIC CITY ELECTRIC	21-00310	06/08/20	MNTHLY ELECTRIC BILL	Open	5,997.08	0.00		
BIL00030 BILLOWS ELECTRICAL SUPPLY	21-00093	03/24/20	MONTHLY P.O. FOR APRIL 2020	Open	638.55	0.00		
BOW00010 BOWMAN & COMPANY	21-00284	06/01/20	2020-AUDIT-PROGRESS BILL	Open	22,000.00	0.00		
BRI00010 BRICK ENGINEERING LLC	21-00314	06/09/20	MAY 2020 ENGINEERING SERVICES	Open	1,475.00	0.00		
CAM00070 CAMDEN COUNTY M.U.A.	21-00308	06/08/20	QRTL REGIONAL SEWER SERVICE	Open	264.00	0.00		
CIN00010 CINTAS FIRST AID & SAFETY INC	21-00306	06/08/20	REFILL 1ST AID SUPPLIES	Open	296.76	0.00		
COM00020 COMCAST	21-00287	06/01/20	MTNHL TELEPHONE & INTERNET	Open	940.57	0.00		
CON00000 CONTRACTOR SERVICE	21-00106	03/25/20	FLASH LIGHTS FOR VARIOUS TRKS	Open	994.55	0.00		
COU00010 COURIER POST	21-00270	05/22/20	2 ADS- Sewer Truck & Pollution	Open	187.36	0.00		
DEL00080 DELTA DENTAL PLAN OF NJ	21-00296	06/08/20	DELTA DENTAL BILLS MAY 2020	Open	963.40	0.00		
ECH00010 ECHELON FORD, INC.	21-00263	05/20/20	#9 TRUCK OIL COOLER ASY	Open	70.82	0.00		
FARM0005 FARM-RITE INC	21-00237	05/14/20	JCB LOADER	Open	1,743.60	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
FAS00010 FASTENAL INC.								
	21-00164	04/16/20	MONTHLY P.O. FOR MAY 2020	Open	26.23	0.00		
FLE00000 FLEET PRIDE								
	21-00016	03/03/20	MONTHLY P.O. FOR MARCH 2020	Open	282.64	0.00		
GRA00040 GRANTURK EQUIPMENT CO. IN								
	21-00204	05/04/20	#44 TRUCK	Open	286.43	0.00		
	21-00206	05/04/20	#33 TRUCK	Open	2,720.10	0.00		
					<u>3,006.53</u>			
HAR00060 HART AUTO ELECTRIC								
	21-00259	05/20/20	#2 ALT REBUILT & NEW	Open	403.47	0.00		
HOFFM010 HOFFMAN EQUIPMENT INC.								
	21-00238	05/14/20	VOLVO LOADER	Open	90.91	0.00		
	21-00260	05/20/20	REPAIR OF CYLINDERS & PINS	Open	15,498.06	0.00		
					<u>15,588.97</u>			
HOM00020 HOME DEPOT CREDIT SERVICE								
	21-00265	05/20/20	VARIOUS SUPPLIES	Open	73.35	0.00		
	21-00290	06/01/20	VARIOUS SUPPLIES	Open	206.02	0.00		
	21-00316	06/09/20	VARIOUS SUPPLIES	Open	71.89	0.00		
					<u>351.26</u>			
HUNTE005 HUNTER TRUCK SALES								
	21-00269	05/22/20	#36 TRUCK	Open	887.28	0.00		
HYD00010 HYDRA-NUMATIC SALES CO.,								
	21-00205	05/04/20	REPAIR & SPARE PARTS FAY/STEPH	Open	524.38	0.00		
KEN00020 KENNEDY CULVERT & SUPPLY								
	21-00170	04/16/20	MONTHLY P.O. FOR MAY 2020	Open	224.44	0.00		
LAB00020 LABOR TEAM USA INC.								
	21-00273	05/26/20	TEMP HELP W.E. 05/10/2020	Open	13,943.50	0.00		
LAU00020 LAUREL LAWNMOWER SERVICE								
	21-00172	04/16/20	MONTHLY P.O. FOR MAY 2020	Open	24.00	0.00		
LYNCH005 LYNCH TRACEY								
	21-00289	06/01/20	T.LYNCH SCRIPTS	Open	81.78	0.00		
MAG00040 MAGNOLIA GARDEN VILLAGE								
	21-00241	05/15/20	MULCH FOR ADMIN BUILDING	Open	108.80	0.00		
	21-00268	05/21/20	ASSORTED SHRUBS & FLOWERS	Open	164.85	0.00		
					<u>273.65</u>			
MAJ00010 MAJESTIC OIL COMPANY INC.								
	21-00234	05/13/20	DIESEL FUEL - STATE CONTRACT	Open	6,847.70	0.00		
	21-00264	05/20/20	DIESEL FUEL - STATE CONTRACT	Open	824.41	0.00		
					<u>7,672.11</u>			

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
NJ000090 N.J. AMERICAN WATER CO.	21-00312	06/08/20	MNTHLY WATER BILL	Open	909.74	0.00		
NUWAV005 NU-WAVE CLEANING, LLC	21-00203	05/04/20	CLEAN & SANITIZE OFFICES COV19	Open	907.20	0.00		
OFF00010 OFFICE BASICS	21-00050	03/12/20	OFFICE SUPPLIES	Open	15.07	0.00		
ONE00010 ONE CALL CONCEPTS, INC.	21-00266	05/20/20	APRIL 2020 MARKOUTS	Open	624.72	0.00		
PAI00010 PAINO DOMINICK	21-00317	06/09/20	D.PAINO SCRIPTS	Open	7.63	0.00		
PES00010 PEST PROFESSIONALS	21-00267	05/20/20	MNTHLY PEST CONTROL MAY 2020	Open	160.00	0.00		
PIE00020 PIERSON, MICHAEL	21-00301	06/08/20	M.PIERSON SCRIPTS	Open	46.07	0.00		
PSE00010 PSE&G 1	21-00311	06/08/20	MNTHLY ELECTRIC BILL	Open	3,452.73	0.00		
RD000010 R.D. ZEULI INC	21-00318	06/09/20	EMERGENCY REPAIR-GOOD INTENT	Open	792.00	0.00		
DEE00010 READY FRESH WATER DIRECT	21-00279	05/26/20	MNTHLY BOTTLED WATER	Open	42.92	0.00		
RED00010 REDY BATTERY SALES, INC.	21-00262	05/20/20	#18M BATTERIES	Open	505.48	0.00		
SOU00030 SOUTH JERSEY GAS	21-00313	06/08/20	MNTHLY GAS BILL	Open	73.99	0.00		
SOU00100 SOUTH JERSEY WELDING SUPPLY INC	21-00261	05/20/20	SHOP	Open	825.00	0.00		
STA00125 ST. OF NJ ACTIVE HEALTH	21-00298	06/08/20	JUNE 2020 ACTIVE H/C BILL	Open	54,669.13	0.00		
STA00115 ST. OF NJ RETIREE HEALTH CARE	21-00297	06/08/20	JUNE 2020 RETIREE H/C BILL	Open	10,974.38	0.00		
SWKTE005 SWK TECHNOLOGIES INC	21-00145	04/10/20	REMOTE ACCESS - 2 LAPTOPS	Open	151.00	0.00		
	21-00272	05/26/20	MONTHLY ANTIVIRUS MAY 2020	Open	623.90	0.00		
					774.90			
TD000030 TD WEALTH MANAGEMENT	21-00305	06/08/20	TRUSTEE FEES-NJEIT 2001 ADMIN	Open	1,642.50	0.00		

June 9, 2020
12:50 PM

THE GLOUCESTER TOWNSHIP MUA
Purchase Order Listing By Vendor Name

Page No: 4

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
TRE00060 TREASURER, STATE OF NEW JERSEY								
	21-00236	05/13/20	RECORD STORAGE FEE YRLY 68REEL	Open	34.00	0.00		
WASTE005 WASTE MANAGEMENT OF NJ								
	21-00288	06/01/20	MNTHLY TRASH REMOVAL	Open	133.56	0.00		
XYL00010 XYLEM SHARED SERVICE								
	21-00189	04/22/20	SERVICE PUMP AT PIERCE BATTERY	Open	4,561.00	0.00		
Total Purchase Orders:		57	Total P.O. Line Items:	0	Total List Amount:	165,395.29	Total Void Amount:	0.00

Resolution-R-06-20-55

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

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

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

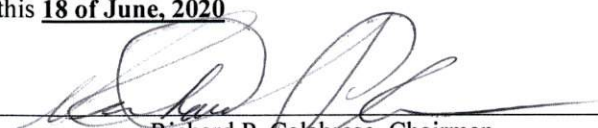
BE IT FURTHER RESOLVED THAT such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

AMOUNT	NAME	PURPOSE
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As Per Attached: \$4,486.18

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

Passed The Gloucester Township Municipal Utilities Authority this 18 of June, 2020

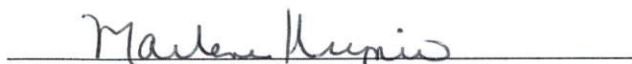

Richard P. Calabrese, Chairman

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 June 18, 2020

Dated: June 18, 2020


Marlene Hrynio, Administrative Secretary

Resolution-R-06-20-56

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

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

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

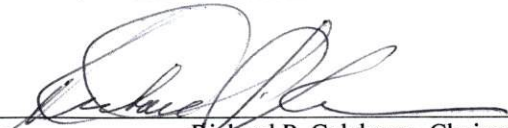
BE IT FURTHER RESOLVED THAT such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

AMOUNT	NAME	PURPOSE
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As Per Attached: \$1,925.00

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

Passed The Gloucester Township Municipal Utilities Authority this **18 of June 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 **June 18, 2020**

Dated: **June 18, 2020**


Marlene Hrynio, Administrative Secretary

**RESOLUTION
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION AUTHORIZING THE AWARD OF BID FOR
EMERGENCY REPAIRS TO WASTEWATER CONVEYANCE SYSTEM, MAINS,
LATERALS AND SUPPLEMENTARY CONSTRUCTION SERVICES**

R-06-20-57

WHEREAS, specifications were completed by Pennoni Associates, Inc. (“Pennoni”) and bids were properly advertised by the Gloucester Township Municipal Utilities Authority (“GTMUA” and/or “Authority”) for the Emergency Repairs to Wastewater Conveyance System, Mains, Laterals and Supplementary Construction Services; and

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

WHEREAS, the bids were received and opened at the offices of the GTMUA on June 11, 2020; and

WHEREAS, two (2) companies submitted bids for the specified work as follows:

	<u>Vendor</u>	<u>Amount of Bid</u>
1.	R.D. Zeuli, Inc.	\$185,691.60
2.	Neri Construction & Rentals, Inc.	\$500,016.00;

WHEREAS, the Authority’s Engineer, has reviewed the bids and has made his recommendations for award of the Contract to R.D. Zeuli, Inc.; and

WHEREAS, the Authority’s General Counsel has reviewed the bids and in an opinion letter dated June 15, 2020 opined that R.D. Zeuli, Inc. has complied with the bid specifications and recommended the award of the Contract to R.D. Zeuli, Inc.; and

WHEREAS, the Authority's Executive Director concurs with said recommendations; and

WHEREAS, the Gloucester Township Municipal Utilities Authority has therefore determined that R.D. Zeuli, Inc., P.O. Box 350, West Berlin, New Jersey 08091 is the lowest

qualified bidder, having submitted a bid in accordance with the Bid Specifications and Advertisement; and

WHEREAS, the Authority's Chief Financial Officer has certified funds which are available for such purpose.

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

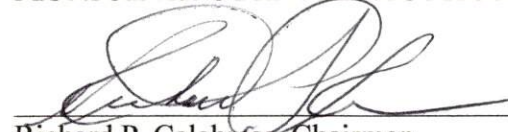
1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Contract for Emergency Repairs to Wastewater Conveyance System, Mains, Laterals and Supplementary Construction Services is awarded to R.D. Zeuli, Inc. in the amount of \$185,691.60 in accordance with the June 15, 2020 letter of recommendation.

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 \$185,691.60. Funds will be charged against the Sewer Operating Fund and 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 June 18, 2020.


Marlene Hrynio, Administrative Secretary

Dated: June 18, 2020

June 12, 2020

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

**RE: Recommendation for Award
Emergency Repairs To
Wastewater Conveyance System, Mains and Laterals and Supplementary Construction
Services**

Dear Ray:

Two (2) bids were received for the aforementioned project on June 11, 2020 at 2:30 PM (original copies on file at the Authority). The Bids were provided by R. D. Zeuli, Inc. (RDZ) of West Berlin, NJ and Neri Construction & Rentals, Inc. (Neri) of Williamstown NJ.

The Total Bid Prices provided were \$185,691.60 from RDZ and \$500,016.00 from Neri.

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

The Contract Bid Form and Total Bid Price is comprised of forty-three (43) bid items along with a twenty percent (20%) allowance for contract mark-up for overtime work. The bid items, task descriptions and associated estimated quantities, making up the Total Bid Price, are a subjective compilation of various labor, equipment and material needs historically encountered during previous emergency repairs and typical pipe sizes in the GTMUA collection system.

Upon review of R.D. Zeuli's bid, I found no irregularities.

R. D. Zeuli, Inc. has been the Authority's designated emergency repairs contractor for the past twelve (12) years and I am not aware of any problems with their service.

Pending the Authority Solicitor's review and approval of this recommendation, the Contract Documents, Bid Forms, and attachments, I recommend that the Authority award a contract to R. D. Zeuli, Inc.

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

Sincerely,

PENNONI ASSOCIATES



Thomas Leisse, PE, CME
Authority Engineer

cc: Howard Long, GTMUA Solicitor
Marlene Hrynio, GTMUA

WADE, LONG, WOOD & LONG, LLC

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

John A. Moustakas †

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

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

June 15, 2020

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

RE: Emergency Repairs Contract – GTMUA 20007
Gloucester Township Municipal Utilities Authority

Dear Mr. Carr:

I. INTRODUCTION

This office has reviewed all documents provided regarding the bid submission for the contract for Emergency Repairs Contract on behalf of the Gloucester Township Municipal Utilities Authority ("GTMUA" and/or "Authority"). The GTMUA two one (2) bids for the specified Contract. The bids were received on June 11, 2020 as follows:

<u>VENDOR</u>	<u>TOTAL BID AMOUNT</u>
1. R.D. Zeuli, Inc.	\$185,691.60
2. Neri Construction & Rentals, Inc.	\$500,016.00

II. FACTUAL ANALYSIS

The bid specifications sought bids to obtain prices for the provision of emergency repair services on behalf of the GTMUA. The total bid price is comprised of forty-three (43) bid items along with a twenty percent (20%) allowance for contract mark-up for overtime work. The items making up the total bid price are a subsection compilation of various labor, equipment and material needs historically encountered during previous emergency repairs and typical pipe sizes in the GTMUA collection system.

RE: Emergency Repairs Contract – GTMUA 20007
Gloucester Township Municipal Utilities Authority

The apparent low bidder for this contract was submitted by R.D. Zeuli, Inc. ("R.D. Zeuli"). Upon review of the bid submitted by R.D. Zeuli, there were no apparent defects and the bid was in the appropriate form from a legal perspective. Moreover, Authority Engineer Thomas Leisse, PE, CME, in an opinion letter dated June 12, 2020 opined that the bidder made no exceptions to the specifications and therefore complied from a technical perspective. Mr. Leisse recommended the award of the contract to R.D. Zeuli subject to Solicitor's review.

III. LEGAL ANALYSIS

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

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

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

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

There are two (2) criteria for determining whether a specific non-compliance constitutes a substantial and, hence, non-waivable irregularity: (1) Whether the effect of a waiver would be to deprive the public body of its assurance that the contract will be entered into, performed, and guaranteed

RE: Emergency Repairs Contract – GTMUA 20007
Gloucester Township Municipal Utilities Authority

according to its specific requirements; and (2) Whether it is of such a nature that its waiver would adversely affect competitive bidding by placing a bidder in a position of advantage over the other bidders or by otherwise undermining the necessary common standard of competition. Township of River Vale v. R.J. Longo Constr. Co., 127 N.J. Super. 207, 222 (Law.Div.1974).

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

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

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

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

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

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

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

RE: Emergency Repairs Contract – GTMUA 20007
Gloucester Township Municipal Utilities Authority

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

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

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

IV. R.D. ZEULI, INC.'S BID

My review consisted of an examination of the following documents submitted by R.D. Zeuli that the Authority has provided:

1. Bid Bond;
2. Consent of Surety;
3. New Jersey Surety Disclosure Statement and Certificate;
4. Certificate of Authority;
5. Surety Financial Statement;
6. Bid Document Submission Checklist;
7. Proposal;
8. Contractor Information;
9. Subcontractor Information;
10. Installer Qualifications;
11. Statement of Corporate Ownership;
12. Addenda Acknowledgment;
13. Bidder's Affidavit;
14. Affirmative Action Questionnaire;
15. Non-Collusion Affidavit;
16. Return of Bid Security Form;

RE: Emergency Repairs Contract -- GTMUA 20007
Gloucester Township Municipal Utilities Authority

17. Disclosure of Investment Activities in Iran Form;
18. Small Business Approval Letter;
19. DPMC Notice of Classification;
20. References;
21. New Jersey Business Registration Certificate;
22. Certificate of Employee Information Report;
23. Public Works Contractor Registration Act Certificate;
24. Contractor's Qualification Statement.

The bid submitted by R.D. Zeuli is in the appropriate form.

V. CONCLUSION

After researching the applicable law, reviewing the contract specifications and documents, and conferring with staff, it is my legal opinion that the bid submitted by R.D. Zeuli is in the appropriate form. Accordingly, it is recommended that the Emergency Repairs contract be awarded to R.D. Zeuli, Inc. It is further recommended that a Resolution be placed on the Agenda for an upcoming meeting awarding said Contract subject to staff concurrence and the availability of funds.

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

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



Christopher F. Long, Esq.

cc: Chairman & Members GTMUA
Marlene Hrynio, Administrative Secretary

RESOLUTION
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION APPROVING CONTINGENT FORM "C" APPLICATION,
1495 CHEWS LANDING ROAD TRACT,
1495 CHEWS LANDING ROAD (CR 683),
BLOCK 8401, LOTS 12.02,
GLOUCESTER TOWNSHIP, NEW JERSEY

R-06-20-58

WHEREAS, a Form "C" application has been submitted to the Gloucester Township Municipal Utilities Authority ("GTMUA"), for 1495 Chews Landing Road Tract, by MiPro Homes, LLC, for the construction of a sewer main extension to connect three (3) new 24-unit apartment buildings, located at 1495 Chews Landing Road (CR 683), also known as Block 8401, Lot 12.02, Gloucester Township, New Jersey; and

WHEREAS, Joseph T. Brickley, PE, CME, CPWM, of Brick Engineering ("Brick"), by letter dated June 9, 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

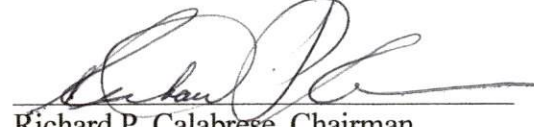
WHEREAS, Brick has recommended that the Members of the GTMUA ratify and approve the Contingent Form "C" application for the project subject to certain terms and conditions.

NOW, THEREFORE, BE IT RESOLVED by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority that it hereby approves the Contingent Form "C" application submitted for the construction of a sewer main extension to connect three (3) new 24-unit apartment buildings, located at 1495 Chews Landing Road (CR 683), also known as Block 8401, Lot 12.02, Gloucester Township, New Jersey subject to the terms and conditions set forth in the Brick letter dated June 9, 2020, which is attached hereto and made a part hereof.


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 June 18, 2020.


Marlene Hrynio, Administrative Secretary

Dated: June 18, 2020



June 9, 2020

Via USPS & Fax

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

Attention: Ray Carr
Executive Director

Subject: Form C Application
1495 Chews Landing Road Tract
1495 Chews Landing Road (CR 683)
(aka Block 8401, Lot 12.02)
Gloucester Township, Camden County
Applicant: MiPro Homes, LLC

Dear Ray:

I have reviewed the aforementioned Form C application consisting of:

- Consulting Engineer Services (CES) transmittal letter, dated 6/1/2020
- Form C Application, dated 6/5/2020
- Engineer's Estimate, dated 5/21/2020
- Technical Specifications, dated May 2020
- NJDEP -TWA dated 5/20/2020
- Sheets 6 of 20, 1495 Chews Landing Road Tract, Preliminary and Final Major Site Plan, dated 3/16/2020, signed not sealed.
- Sheets 11 and 16 of 20, 1495 Chews Landing Road Tract, Preliminary and Final Major Site Plan, dated 10/22/19, signed not sealed.

Copies of these documents are on file at the Authority.

The Applicant is proposing to construct a sewer main extension to connect three (3) new 24 - unit apartment buildings. The proposed improvements will be private system owned and operated by the Applicant up to and including their connection to the Authority's collection system.

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

The improvements proposed to be constructed, namely +/- 404 linear feet of 8-inch PVC gravity sewer main interconnected by three (3) new site internal manholes ultimately connecting to the Authority's existing 12-inch gravity main in the right-of-way of Chews Landing - Clementon Road via new doghouse manhole.

Based on the GTMUA's current Rules and Regulations, BE, LLC preliminarily estimates the anticipated wastewater discharge by the proposed residential complex to be:

	Lot	Use	Units	Discharge Parameter	Estimated EDU
1	Lot 12.02	Residential 1- Bedroom	24	300 gal/unit	24
2	Lot 12.02	Residential 2- Bedroom	42	300 gal/unit	42
3	Lot 12.02	Residential 3- Bedroom	6	300 gal/unit	6
			72	21,600 gal/day	72
				Total	72 EDU's

The Applicant's Engineer has provided flow study information to identify present capacity in the Authority's downstream collection system that has been accepted by the Authority. The conditions of the contingent Form A approval have been satisfied.

Review of the documents provided with this Form C application are generally consistent with the standard of care typical of a Form C application but will require revisions to be compliant with GTMUA standards and regulations.

The Applicant's Engineer shall address the following:

1. Applicant's Engineer shall remove all notes and details, which are repeated and/or not the published Authority notes and details.
2. The system will be private up to and including its connection the Authority's collection system. This shall be noted on Sheet 6. Location and configuration of the sewer laterals are too difficult to service with Authority equipment.
3. Provide a formal copy and certification of the findings and recommendations of the Flow Study.
4. Obtain and add to Sheet 6 the Authority MH number designations east and west of the proposed doghouse manhole.
5. Revise the Engineer's Estimate to include the Authority's latest published items, unit prices for proposed improvements (namely 6-inch laterals) and 20% contingency.
6. Remove Manhole Rung Detail as rungs shall not be provided in any of the proposed manholes.

7. Add concrete encasement detail and show at applicable locations of storm and/or water pipe crossings.
8. Label "Bedding Detail".
9. Fix label on Lateral Detail.
10. Add "Deep Cut Service Lateral Detail".
11. Provide turning movements and access details to demonstrate the Authority's recycle trucks can service the proposed recycle collection areas.
12. Provide final signed and sealed versions of the Form C documents.

Based on the minor nature of the comments, I am recommending contingent approval of the Form C application.

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

1. The Applicant is subject to the appropriate connection, recapture and/or impacts fees and user charges for the seventy-two (72) EDU's and estimated discharge volumes calculated above.
2. The Applicant shall comply with all conditions of the approved Treatment Works Approval No.20-0103
3. 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.
4. 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.
5. The Applicant shall obtain and provide documentation detailing road occupancy permits for work in the public right-of-way from the Township, County, State and/or any other agency with jurisdiction.
6. The Applicant shall provide the required Hold Harmless agreement for the private collection system up to and including the connection with the Authority collection system.
7. Confirmation of resolution of public offering statement with Authority Solicitor.
8. Any revisions to the plans included with this application shall be provided to the Authority for their review and approval prior to implementation of any said revisions.
9. The proposed improvements shall be owned, operated and maintained by the developer and/or his successors and in accordance with applicable rules and regulations.

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

Very truly yours,



Joseph T. Brickley, PE, CME, CPWM

cc: Marlene Hrynio, Admin. Secretary
Howard Long, GTMUA Solicitor
Tom Leisse, PE, CME, Authority Engineer
Alan Ippolito, PE, CES
MiPro Homes LLC

RESOLUTION
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION APPROVING CONTINGENT FORM "D" APPLICATION,
ROYAL FARMS (STORE #164) – WINSLOW TOWNSHIP,
JOHNSON ROAD AND CROSS KEYS ROAD (CR 689),
BLOCK 601, LOT 1.02,
WINSLOW TOWNSHIP, NEW JERSEY

R-06-20-59

WHEREAS, a Form "D" application has been submitted to the Gloucester Township Municipal Utilities Authority ("GTMUA"), for the Royal Farms (Store #164) – Winslow Township, by S&P Development Corp., for the construction of a 4,637 square foot convenience store with fuel dispensing island, located at Johnson Road and Cross Keys Road (CR 689), also known as Block 601, Lot 1.02, Winslow Township, New Jersey; and

WHEREAS, Joseph T. Brickley, PE, CME, CPWM, of Brick Engineering ("Brick"), by letter dated June 15, 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

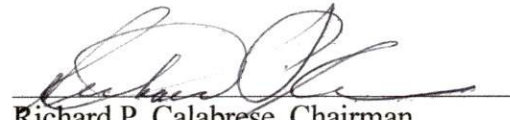
WHEREAS, Brick has recommended that the Members of the GTMUA ratify and approve the Contingent Form "D" application for the project subject to certain terms and conditions.

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 "D" application submitted for the construction of a 4,637 square foot convenience store with fuel dispensing island, located at Johnson Road and Cross Keys Road (CR 689), also known as Block 601, Lot 1.02, Winslow Township, New Jersey subject to the terms and conditions set forth in the Brick letter dated June 15, 2020, which is attached hereto and made a part hereof.

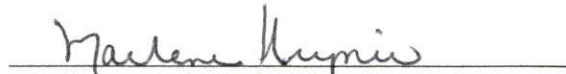
ATTEST:

**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 June 18, 2020.


Marlene Hrynio, Administrative Secretary

Dated: June 18, 2020



June 15, 2020

Via E-mail & USPS

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

Attention: Ray Carr
Executive Director

**Subject: Form D Application
Royal Farms – Store # 164
Johnson Road and Cross Keys Road (CR 689) (aka Block 601, Lot 1.02)
Winslow Township, Camden County
Applicant: S&P Sicklerville, LLC**

Dear Ray:

I have reviewed the aforementioned Form D application consisting of:

- Form D Application, undated
- Royal Farms – Store #164, Sanitary Sewer & Water As-built Exhibit, Sheet 1 of 1, prepared by Robert E. Blue Consulting Engineers, PC dated last revised 5/15/2019

Copies of these documents are on file at the Authority.

The Applicant constructed a 5,166 square foot convenience store with fuel dispensing island. Fuel island will have eight (8) dispensing pumps. The store is a pad site. The site is not located in Gloucester Township.

The store has its own 6-inch DIP lateral, which discharges to a 8-inch DIP gravity collection system, which ultimately discharges to the Authority's 8-inch PVC gravity main in the right of way of Johnson Road (MH 4604). The Authority will be accepting the collection system west of SAN-MH #A2 shown on the as-built plan provided. The collection system east of SAN-MH #A will be owned by Winslow Township. The pipe between SAN-MH #A and SAN-MH #A2 will be maintained jointly by the Authority and Winslow Township.

The Applicant received Form C approval for the improvements in 2017 and improvements were substantially complete +/- 18-months ago.

I have reviewed the documents provided with the Form D application and they are consistent with the standard of care, but there are a few supporting documents required to approve the application, namely the Engineer's Certification and proof of 2-year maintenance bond.

Brick Engineering, LLC

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

Page 2

Based on the nature of the outstanding documents, I am recommending a contingent Form D approval.

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

Very truly yours,



Joseph T. Brickley, PE, CME, CPWM

cc: Marlene Hrynio, Admin. Secretary
Howard Long, GTMUA Solicitor
Tom Leisse, PE, CME, Authority Engineer
S&P Development Corp, 111 Presidential Blvd., Suite 209, Bala Cynwyd, Pa 19004
Robert E. Blue Consulting Engineers, PC, 1149 Skippack Pike, Blue Bell, Pa 19422, (610) 277-9897

RESOLUTION
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION AUTHORIZING VENDORS FOR STATE CONTRACT PURCHASING
FOR 2021 BUDGET

R-06-20-60

WHEREAS, N.J.S.A. 40A:11-12 provides that a contracting unit may, without advertising for bids, purchase any materials, supplies or equipment under any contract entered into on behalf of the State by the Division of Purchase and Property in the Department of Treasury; and,

WHEREAS, the Gloucester Township Municipal Utilities Authority (“Authority”) has authorized purchases under the appropriate State Contract, and utilized the bidding advantage done by the State; and

WHEREAS, the Authority intends to enter into contracts with the below Referenced State Contract Vendors through this resolution and properly executed contracts, which shall be subject to all the conditions applicable to the current State contracts:

<u>Commodity/Service</u>	<u>Vendor</u>	<u>State Contract #</u>
Computer Equipment & Related Svcs	Dell	M0483
Industrial/MRO Supplies/Equipment	Grainger	M0002
Parts & Repairs-Road Maint. Equip.	GranTurk	T2188
Maintenance/Repair-Medium Duty Vehicles	H.A. DeHart	T0126
Repairs Grounds Equipment	Hoffman Equip.	T2187
Diesel Gasoline	Majestic	T1845
Gasoline	Majestic	T0083
Tires/Authorized Dealer	Tire Corral	M8000

NOW, THEREFORE, BE IT RESOLVED by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority pursuant to N.J.A.C. 5:30-5.5(B), the certification of available funds, shall either certify the full maximum amount against the budget at the time the contract is awarded, or no contract amount shall be chargeable or certified until such time as the goods or services are ordered or otherwise called for prior to placing the order, and a certification of availability of funds is made by the Executive Director; and

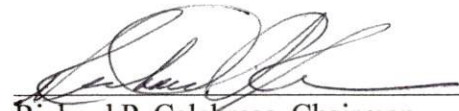
NOW, THEREFORE, BE IT FURTHER RESOLVED that the duration of the contracts between the Authority and the Referenced State Contract Vendors shall be from March 1, 2020 – February 28, 2021.

ATTEST:

**THE GLOUCESTER TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY**

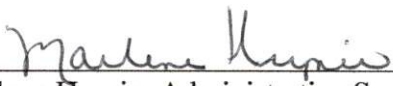


Frank Schmidt, Secretary



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 June 18, 2020.



Marlene Hrynio, Administrative Secretary

Dated: June 18, 2020

**RESOLUTION
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION AUTHORIZING THE EXECUTION OF A HOLD HARMLESS AGREEMENT
WITH APPROVALS FOR SOUTHWINDS @ GLOUCESTER, LLC,
SOUTHWINDS @ GLOUCESTER,
BLOCK 10801, LOT 10, BLOCK 10899, LOTS 1 THRU 3**


R-06-20-61

WHEREAS, the Gloucester Township Municipal Utilities Authority ("GTMUA/Authority") has provided certain approvals for Southwinds @ Gloucester, LLC, for the Southwinds @ Gloucester with offices at 15 Eagle Street, Suite 104, Engelwood, NJ 07631 ("Developer") including the issuance of various Form approvals, pursuant to letters of recommendation by Joseph Brickley, P.E. ("Brickley"); and

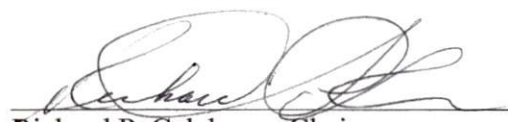
WHEREAS, Brickley has recommended that the GTMUA secure a Hold Harmless Agreement which recites, inter alia, that the Authority has no responsibility or obligation for ownership, operation, maintenance or repair of the private sewer system to be owned by the Developer, created for the purpose of providing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

NOW, THEREFORE, BE IT RESOLVED by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority that it hereby authorizes the Chairman and/or Vice-Chairman and/or Executive Director and/or Secretary to execute the Hold Harmless Agreement with Southwinds @ Gloucester, LLC, for the Southwinds @ Gloucester with offices at 15 Eagle Street, Suite 104, Englewood, NJ 07631, in a form attached hereto and made a part hereof.

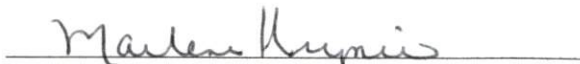
ATTEST:


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 June 18, 2020


Marlene Hrynio, Administrative Secretary
Dated: June 18, 2020

RESOLUTION
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION AUTHORIZING THE EXECUTION OF AN
INTER-MUNICIPAL SERVICE AGREEMENT BY AND BETWEEN THE
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
AND THE TOWNSHIP OF GLOUCESTER

R-06-20-62

WHEREAS, Township of Gloucester (“GT”) and the Gloucester Township Municipal Utilities Authority (“GTMUA”) have determined that the use of GTMUA’s “EMERGENCY SERVICES CONTRACT with R.D. ZEULI, INC.”, awarded pursuant to GTMUA Resolution R-06-20-57 on June 18, 2020 will be beneficial and cost effective to GT and it’s taxpayers; and

WHEREAS, GT and GTMUA intend, by virtue of an Interlocal Services Agreement to set forth the terms and conditions of said Agreement; and

WHEREAS, GTMUA has agreed to assume lead agency responsibilities; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq. encourages and promotes local units working together in an effort to save taxpayer dollars and promote government efficiencies; and

WHEREAS, the GTMUA desires to authorize the execution of an Inter-Municipal Service 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:

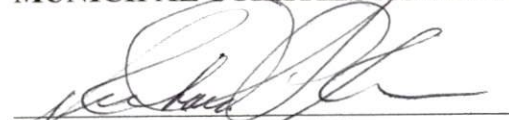
1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Chairman and/or Executive Director are hereby authorized to execute the subject Inter-Municipal Service Agreement in a form approved by the Authority Solicitor.

ATTEST:



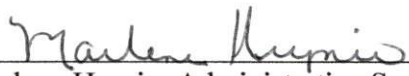
Frank Schmidt, Secretary

**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 June 18, 2020.



Marlene Hrynio, Administrative Secretary

Dated: June 18, 2020

**SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF
GLOUCESTER TO ALLOW THE USE OF ITS EMERGENCY SERVICES
CONTRACTOR AGREEMENT THROUGH JULY 1, 2021**

THIS AGREEMENT made this 1st day of July, 2020 shall be between the **TOWNSHIP OF GLOUCESTER** (hereinafter "GT"), having its principal place of business located at P.O. Box 8, Blackwood, NJ 08012, and **GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY** (hereinafter "GTMUA"), located at 401 W. Landing Road, Blackwood, NJ 08012.

RECITALS:

WHEREAS, GT and GTMUA have determined that the use of GTMUA's "EMERGENCY SERVICES CONTRACT, with R.D. ZEULI, INC.", will be beneficial and cost effective to GT; and

WHEREAS, GT and GTMUA intend, by virtue of this document, to set forth the terms and conditions of this Agreement; and

WHEREAS, GTMUA has agreed to assume lead agency responsibilities; and

WHEREAS, the Uniform Shared Services and Consolidation Act N.J.S.A. 40A:65-1 et seq. encourages and promotes local units working together in an effort to save taxpayer dollars and promote government efficiencies; and

WHEREAS, the proper and respective municipal officials were authorized to execute this Shared Services Agreement pursuant to Resolutions of their respective Councils attached hereto and made part of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. **Term**. This Agreement shall be for a period commencing July 1, 2020 and ending on July 1, 2021. In addition, the Agreement shall be cancellable at the end of the calendar year upon thirty (30) days written notice by any party to this Agreement.

2. **Scope of Work**. GTMUA agrees to extend to GT all rights and privileges provided under the terms of agreement for the contract titled "The R.D. ZEULI, INC., EMERGENCY SERVICES CONTRACT".

3. **Payment**. Payment will be made from GT directly to GTMUA for said services rendered. Payments shall be in accordance with GTMUA's contracted fee schedule.

4. Contact Person. GTMUA agrees to appoint a person to act as a liaison to serve as the Contact Person (hereinafter referred to as the "Contact Person") in order to support and facilitate the orderly and efficient distribution of work requests.

5. Indemnification. Each party shall be responsible for and agrees to indemnify and hold the other party harmless from and against all third-party claims, demands and causes of action for direct damages (including reasonable legal fees) for personal injuries or damage to tangible property to the extent directly resulting from the willful misconduct or negligent acts or omissions of the indemnifying party, its officers, agents or employees. GTMUA shall include in its contracts with outside vendors providing goods or services to GT pursuant to this Agreement a provision that any such contractor or supplier providing goods or services hereunder shall agree to indemnify, defend and hold harmless GT from and against all third-party claims, demands and causes of action for direct damages (including reasonable legal fees) for personal injuries or damage to tangible property resulting from the willful misconduct or negligent acts or omissions of the contractor or supplier, its officers, agents, employees or subcontractors. The party seeking indemnification agrees to notify the other party as soon as practical of any third-party claim, demand or cause of action for which it will request indemnification. The indemnitee will provide indemnitor with the necessary information and assistance to defend such claim, demand or cause of action.

6. Agreements. This contract, including any attachment to it and documents therein included by reference, sets forth the entire understanding and agreement between GTMUA and GT.

7. Law. This contract is made under and shall be governed by the laws of the State of New Jersey.

8. Agency. Except as provided otherwise herein, neither party shall act as the agent of the other and neither shall have the ability to bind the other without express written permission duly authorized by the appropriate governing body.

9. Notices. All notices hereunder shall be in writing and sent certified mail, return receipt requested, for GTMUA to:

Marlene Hrynio, Administrative Secretary
Gloucester Township Municipal Utilities Authority
401 W. Landing Road
Blackwood, NJ 08012

As to GT:

Tom Cardis
Township of Gloucester, Business Administrator
P.O. Box 8
Blackwood, NJ 08012

10. Miscellaneous:

a. Shared Services

It is the intent of the parties that this Agreement be a Shared Services Agreement pursuant to N.J.S.A. 40A:65-1 et seq.

b. Amendments

This Agreement may not be amended, altered or modified in any manner, except in writing signed by the parties.

c. Headings

This section and any other headings contained in this Agreement are for reference only and shall not affect the meaning and interpretation of this contract.

d. Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

e. Entire Agreement

This Agreement shall consist of the entire agreement of the parties and it is acknowledged that there are no side or oral Agreements relating to this undertaking set forth herein.

f. Assignability

This Agreement and all rights, duties and obligations contained herein may not be assigned without GTMUA's prior written permission.

g. Affirmative Action

The affirmative action provisions applicable to each public agency are incorporated herein and made part hereof.

h. Waiver

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

IN WITNESS WHEREOF, the parties have executed this contract on the last date written below.

GLOUCESTER TOWNSHIP

GTMUA

By: _____

By: _____

Name: _____

Name: Richard P. Calabrese

Title: _____

Title: Chairman

Date: _____

Date: _____

ATTEST:

ATTEST:
