

Resolution-R-10-19-92

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

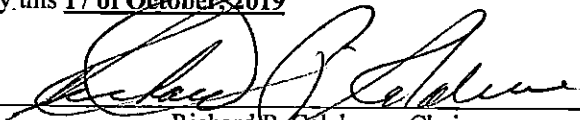
BE IT FURTHER RESOLVED THAT such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

AMOUNT	NAME	PURPOSE
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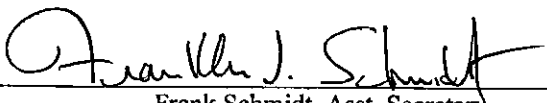
As Per Attached: \$380,088.94

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 October, 2019


Richard P. Calabrese, Chairman

ATTEST:


Frank Schmidt, Asst. 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 October 17, 2019

Dated: October 17, 2019


Marlene Hrynio, Administrative Secretary

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 02/28/20
Prior Year Only: N

Open: N
Rcvd: N
Bid: Y

Paid: N
Held: N
State: Y

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

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
AQU00010 AQUA NEW JERSEY	20-00811	10/10/19	MNTHLY WATER BILL	Open	99.00	0.00		
ARA00010 ARAMARK UNIFORM SERVICES INC	20-00791	10/08/19	SEPT 19 MNTHLY UNIFORM	Open	791.04	0.00		
ATG00010 ATGER, GLENN	20-00783	10/03/19	G.ATGER SCRIPTS	Open	12.00	0.00		
ATL00020 ATLANTIC CITY ELECTRIC	20-00787	10/04/19	MNTHLY ELECTRIC BILL	Open	6,168.93	0.00		
AUT00030 AUTO & TRUCK PARTS OF DEP	20-00657	09/04/19	MONTHLY PO FOR SEPTEMBER 2019	Open	652.46	0.00		
BEY00010 BEYER FORD	20-00545	08/05/19	REPAIR #8 TRUCK	Open	239.93	0.00		
BIL00030 BILLOWS ELECTRICAL SUPPLY	20-00658	09/04/19	MONTHLY PO FOR SEPTEMBER 2019	Open	265.97	0.00		
BRI00010 BRICK ENGINEERING LLC	20-00797	10/08/19	SEPT 19 ENGINEERING SERVICES	Open	1,125.00	0.00		
BUDSA010 BUDS AUTO REPAIR INC	20-00734	09/24/19	#40 TRK VACUUM FILL COOLANT	Open	217.88	0.00		
CERTI005 CERTIFIED LABORATORIES INC	20-00649	09/04/19	CASE PENETRATING OIL	Open	188.26	0.00		
CIN00010 CINTAS FIRST AID & SAFETY INC	20-00755	10/02/19	REFILL 1ST AID SUPPLIES	Open	624.89	0.00		
	20-00800	10/09/19	CPR CLASS	Open	830.60	0.00		
					1,455.49			
COM00020 COMCAST	20-00794	10/08/19	MNTHLY TELEPHONE LINES	Open	408.64	0.00		
COU00010 COURIER POST	20-00731	09/20/19	2 ADS	Open	421.24	0.00		
DAM00010 DAMBLY'S STONE & MULCH	20-00715	09/13/19	COMPOSITE SITE	Open	269.70	0.00		
DEL00040 DELEONARDIS STEPHEN	20-00806	10/10/19	S.DELEONARDIS EYEGLASSES	Open	183.35	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
DELO0060 DELL MARKETING L.P.								
	20-00672	09/05/19	OPTIPLEX 5070 SFF MLK	Open	1,224.99	0.00		
DELO0080 DELTA DENTAL PLAN OF NJ								
	20-00746	09/26/19	MNTHLY DENTAL BILL & CLAIMS	Open	3,674.10	0.00		
ECH00010 ECHELON FORD, INC.								
	20-00789	10/07/19	#12,16,74 TRK	Open	181.94	0.00		
N4000010 ECOVERSE								
	20-00641	09/03/19	BACKHAUS TURNER AS ATTACHED	Open	1,584.90	0.00		
EVO00000 EVOQUA WATER TECHNOLOGIES LLC								
	20-00759	10/02/19	ORR RD - ODOR CONTROL	Open	17,467.84	0.00		
FARMR005 FARM-RITE INC								
	20-00481	07/17/19	JCB LOADER	Open	655.00	0.00		
GLO00050 GLOUCESTER PLUMBING SUPPLY								
	20-00556	08/06/19	GRAPPLERS	Open	243.19	0.00		
GRA00040 GRANTURK EQUIPMENT CO. IN								
	20-00606	08/23/19	#43 & #44 TRK	Open	623.49	0.00		
	20-00679	09/06/19	#32 TRK HOPPER CAMERA	Open	694.78	0.00		
	20-00741	09/26/19	1" leaders	Open	750.12	0.00		
					2,068.39			
HAR00060 HART AUTO ELECTRIC								
	20-00676	09/05/19	CASE LOADER ALTERNATOR	Open	264.00	0.00		
HOM00020 HOME DEPOT CREDIT SERVICE								
	20-00761	10/02/19	VARIOUS SUPPLIES	Open	219.41	0.00		
	20-00812	10/10/19	VARIOUS SUPPLIES	Open	53.97	0.00		
					273.38			
HUN00020 HUNTER JERSEY PETERBILT								
	20-00680	09/06/19	#43 TRK LH TIRE ROD/RH TIRE	Open	103.66	0.00		
	20-00690	09/09/19	#20 TRK AIR BAG DOWN & UP	Open	640.50	0.00		
	20-00691	09/09/19	#20 TRK	Open	1,345.04	0.00		
	20-00708	09/13/19	#32 TRUCK	Open	110.31	0.00		
	20-00730	09/19/19	#18TRK HOSE	Open	14.44	0.00		
					2,213.95			
HUN00010 HUNTER TRUCK SALES & SERVICE								
	20-00705	09/12/19	#37 TRUCK	Open	754.85	0.00		
INTER005 INTERSTATE ASPHALT PRODUCTS								
	20-00471	07/11/19	MONTHLY P.O. FOR AUGUST 2019	Open	325.62	0.00		
KINEM005 KINEMATIC CONSULTANTS INC								
	20-00610	08/23/19	EMPLOYMENT PHYSICAL-J.MANNA	Open	900.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
LAB00020 LABOR TEAM USA INC.								
	20-00763	10/02/19	TEMP HELP W.E. 09/08/19	Open	13,590.97	0.00		
LOW00020 LOWER COUNTY RECYCLING								
	20-00619	08/28/19	3/4 BLEND CRUSHED CONCRETE	Open	1,927.29	0.00		
LYNCH005 LYNCH, TRACEY								
	20-00788	10/04/19	T.LYNCH SCRIPTS	Open	44.36	0.00		
MON00010 MONACO, THOMAS								
	20-00780	10/03/19	T.MONACO EYEGLASSES (SELF)	Open	250.00	0.00		
	20-00781	10/03/19	T.MONACO SCRIPTS	Open	79.91	0.00		
					329.91			
NJ000090 N.J. AMERICAN WATER CO.								
	20-00799	10/08/19	MONTHLY WATER SERVICE	Open	616.83	0.00		
OFF00010 OFFICE BASICS								
	20-00697	09/10/19	OFFICE SUPPLIES	Open	1,197.59	0.00		
PAI00010 PAINO DOMINICK								
	20-00796	10/08/19	D.PAINO SCRIPTS	Open	14.89	0.00		
PED00010 PEDRONI FUEL CO.								
	20-00758	10/02/19	NO LEAD GAS - STATE CONTRACT	Open	1,386.85	0.00		
PEN00020 PENN POWER SYSTEMS								
	20-00814	10/10/19	GENERATOR PM SERVICES-PM#1	Open	20,987.50	0.00		
PEN00040 PENNONI ASSOCIATES INC.								
	20-00803	10/10/19	ENGINEERING SERVICES SEPT 19	Open	1,880.50	0.00		
DEE00010 READY FRESH WATER DIRECT								
	20-00752	10/02/19	MNTHLY BOTTLED WATER	Open	91.82	0.00		
RED00010 REDY BATTERY SALES, INC.								
	20-00675	09/05/19	BATTERIES CASE LOADER	Open	366.17	0.00		
RIG00010 RIGGINS INC.								
	20-00762	10/02/19	DIESEL FUEL - STATE CONTRACT	Open	7,459.65	0.00		
	20-00810	10/10/19	DIESEL FUEL - STATE CONTRACT	Open	1,229.44	0.00		
					8,689.09			
SHOPK005 SHOP KEY								
	20-00652	09/04/19	SHOPKEY PRODEMAND/MTR ONLY	Open	2,369.69	0.00		
SOU00030 SOUTH JERSEY GAS								
	20-00795	10/08/19	MONTHLY GAS SERVICE	Open	44.29	0.00		
SPR00000 SPRINT								
	20-00820	10/15/19	MNTHLY TELEPHONE BILL	Open	327.22	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
STA00125 ST OF NJ ACTIVE HEALTH								
	20-00750	10/02/19	OCT 19 H/C ACTIVE BILL	Open	64,797.76	0.00		
STA00115 ST OF NJ RETIREE HEALTH CARE								
	20-00751	10/02/19	OCT 19 H/C RETIREE BILL	Open	8,900.29	0.00		
SWKTE005 SWK TECHNOLOGIES INC								
	20-00742	09/26/19	MNTHLY ANTI-VIRUS SEPTEMBER 19	Open	721.15	0.00		
THE00090 THE MAINTENANCE CONNECTION, INC								
	20-00588	08/15/19	CANS RUST CONVERTER FUEL TANK	Open	115.19	0.00		
	20-00637	08/30/19	HYDRAILUC FITTINGS, HOSE&AIR	Open	842.01	0.00		
					957.20			
TIMBE005 TIMBER RIDGE EQUIPMENT								
	20-00654	09/04/19	REPAIR OF TURNER REPAIR AS	Open	730.42	0.00		
TIRO0010 TIRE CORRAL OF AMERICA INC								
	20-00682	09/09/19	#3,#36 VOLVO LOADER	Open	5,321.78	0.00		
	20-00683	09/09/19	#44TRK TIRE & MOUNTING	Open	1,179.12	0.00		
	20-00738	09/24/19	#43TRK ALIGNMENT&STERRING	Open	353.60	0.00		
					6,854.50			
TOP00010 TOPS & TRIM, LLC								
	20-00728	09/19/19	#94 TRK SEAT REPAIR	Open	295.00	0.00		
WAD00010 WADE, LONG & WOOD, & LONG LLC								
	20-00777	10/03/19	AUG 19 LEGAL FEES	Open	4,197.37	0.00		
WASTE005 WASTE MANAGEMENT OF NJ								
	20-00743	09/26/19	OCT 2019 TRASH REMOVAL	Open	141.68	0.00		
SHO00010 ZALLIE SUPERMARKETS								
	20-00760	10/02/19	SEPT EMPLOYEE H/C BILL	Open	167.98	0.00		

Total Purchase Orders: 68 Total P.O. Line Items: 0 Total List Amount: 185,959.36 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 10/10/2019 11:41:04
("Transactions as of" 10/10/2019 11:36:36 "

Opening Ledger	512,486.56	Opening Available	512,486.56	Current Ledger	512,486.56
Current Available	512,486.56	One Day Float	0.00	2 or More Days Float	0.00
Relationship Balance	512,486.56				

Post Date	Description	Status	Amount	Bank Reference	Customer Reference	Transaction Detail	Type
10/01/2019	MISCELLANEOUS DEBIT	Cleared	-41,899.60	000012340004712		WEB TFR TO 001100942616/	MISCELLANEOUS
10/01/2019	MISCELLANEOUS DEBIT	Cleared	-366.12	000012340004557		WEB TFR TO 001100942616/	MISCELLANEOUS

FULTON FINANCIAL CORPORATION

Transaction Details List View | All Transactions

Account Number 1100942661
Account Name OPERATING
Currency USD

Balances as of 10/10/2019 11:36:34
("Transactions as of" 10/10/2019 11:36:36 "

Opening Ledger	512,486.56	Opening Available	512,486.56	Current Ledger	512,486.56
Current Available	512,486.56	One Day Float	0.00	2 or More Days Float	0.00
Relationship Balance	512,486.56				

Post Date	Description	Status	Amount	Bank Reference	Customer Reference	Transaction Detail	Type
09/24/2019	MISCELLANEOUS DEBIT	Cleared	-354.87	000012340009627		WEB TFR TO 001100942616/	MISCELLANEOUS
09/24/2019	MISCELLANEOUS DEBIT	Cleared	-43,034.21	000012340009392		WEB TFR TO 001100942616/	MISCELLANEOUS
09/18/2019	MISCELLANEOUS DEBIT	Cleared	-383.93	000012340008022		WEB TFR TO 001100942616/	MISCELLANEOUS
09/18/2019	MISCELLANEOUS DEBIT	Cleared	-408.25	000012340007883		WEB TFR TO 001100942616/	MISCELLANEOUS
09/18/2019	MISCELLANEOUS DEBIT	Cleared	-50,535.21	000012340007816		WEB TFR TO 001100942616/	MISCELLANEOUS

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 02/28/20
Prior Year Only: N

Open: N
Rcvd: N
Bid: Y

Paid: N
Held: N
State: Y

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

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
AQU00010 AQUA NEW JERSEY								
	20-00739	09/24/19	MNTHLY WATER BILL	Open	57.75	0.00		
ATL00020 ATLANTIC CITY ELECTRIC								
	20-00735	09/24/19	MNTHLY ELECTRIC BILL	Open	203.66	0.00		
	20-00753	10/02/19	MTNHLY ELECTRIC BILL	Open	2,904.19	0.00		
					<u>3,107.85</u>			
COM00020 COMCAST								
	20-00745	09/26/19	MNTHLY TELEPHONE LINES	Open	533.54	0.00		
NJ000090 N.J. AMERICAN WATER CO.								
	20-00736	09/24/19	MNTHLY WATER BILL	Open	100.58	0.00		
DEB00010 PETTY CASH								
	20-00744	09/26/19	PETTY CASH	Open	155.04	0.00		
PSE00010 PSE&G-1								
	20-00740	09/24/19	MNTHLY ELECTRIC BILL	Open	6,188.73	0.00		
	20-00754	10/02/19	MNHTLY ELECTRIC BILL	Open	4,077.71	0.00		
					<u>10,266.44</u>			
SOU00030 SOUTH JERSEY GAS								
	20-00737	09/24/19	MNTHLY GAS BILL	Open	71.56	0.00		
Total Purchase Orders: 9 Total P.O. Line Items: 0 Total List Amount: 14,292.76 Total Void Amount: 0.00								

FULTON FINANCIAL CORPORATION

Transaction Details List View | All Transactions

Account Number 1100942616
Account Name PAYROLL
Currency USD

Balances as of 10/08/2019 15:39:24
{Transactions as of} *10/08/2019 15:39:24 *

Opening Ledger	57,232.04	Opening Available	57,232.04	Current Ledger	100,086.67
Current Available	80,208.10	One Day Float	0.00	2 or More Days Float	0.00
Relationship Balance	80,208.10				

Post Date	Description	Status	Amount	Bank Reference	Customer Reference	Transaction Detail	Type
10/08/2019	BOOK TRANSFER CREDIT	Pending	399.70	2340002403		WEB TFR FR 001100942661 153831004938 153831004938 Online Transfer Credit	MONEY TRANSFER
10/08/2019	BOOK TRANSFER CREDIT	Pending	354.87	2340002238		WEB TFR FR 001100942661 153821004933 153821004933 Online Transfer Credit	MONEY TRANSFER
10/08/2019	BOOK TRANSFER CREDIT	Pending	42,100.06	2340001967		WEB TFR FR 001100942661 153800004933 153800004933 Online Transfer Credit	MONEY TRANSFER

Resolution-R-10-19-93

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

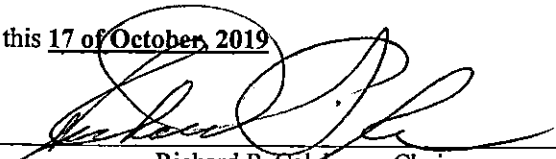
BE IT FURTHER RESOLVED THAT such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

AMOUNT	NAME	PURPOSE
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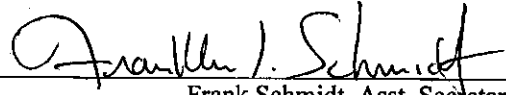
As Per Attached: \$215,562.73

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 October, 2019

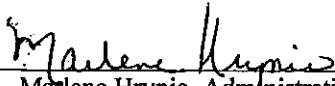

Richard P. Calabrese, Chairman

ATTEST:


Frank Schmidt, Asst. 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 October 17, 2019

Dated: October 17, 2019


Marlene Hrynio, Administrative Secretary

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 02/28/20
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
DELO0060 DELL MARKETING L.P.								
	20-00626	08/30/19	REPLACEMENT COMPUTERS	Open	14,139.13	0.00		
JANNE005 JANNEY ELECTRIC INC								
	20-00816	10/15/19	CHERRYWOOD PS ELECTRICAL UPGRA	Open	17,000.00	0.00		
NATIO010 NATIONAL WATER MAIN CLEANING								
	20-00815	10/15/19	SEWER REHAB PHASE 2 PAYMENT#3	Open	147,549.85	0.00		
PENNO040 PENNONI ASSOCIATES INC.								
	20-00805	10/10/19	ENGINEERING SERVICES SEPT 19	Open	13,225.75	0.00		
WAD00010 WADE, LONG & WOOD, & LONG LLC								
	20-00778	10/03/19	AUG 19 LEAGL FEES	Open	2,436.00	0.00		
WIL00070 WILLIER ELECTRIC MOTOR INC.								
	20-00706	09/13/19	DRIVES CLEMENTON AVE P.S.	Open	3,752.00	0.00		
XYL00010 XYLEM SHARED SERVICE								
	20-00704	09/11/19	PUMP VIEW AGREEMENT SILVER PPD	Open	17,460.00	0.00		
Total Purchase Orders: 7 Total P.O. Line Items: 0 Total List Amount: 215,562.73 Total Void Amount: 0.00								

Resolution-R-10-19-94

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

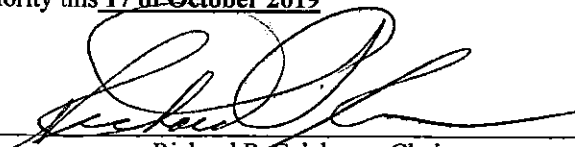
BE IT FURTHER RESOLVED THAT such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

AMOUNT	NAME	PURPOSE
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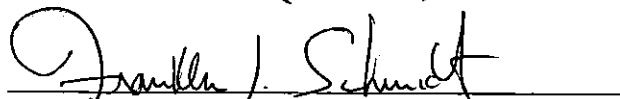
As Per Attached: \$2,418.00

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 October 2019

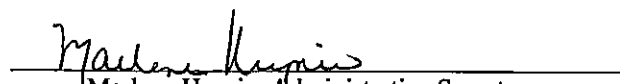

Richard P. Calabrese, Chairman

ATTEST:


Frank Schmidt Asst. 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 October 17, 2019

Dated: October 17, 2019


Marlene Hrynio, Administrative Secretary

October 15, 2019
02:55 PM

THE GLOUCESTER TOWNSHIP MUA
Purchase Order Listing By Vendor Name

Page No: 1

P/S

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 02/28/20 Bid: Y State: Y Other: Y Exempt: Y
Include Non-Budgeted: Y Prior Year Only: N

Vendor # Name

PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
BRI00010 BRICK ENGINEERING LLC							
20-00798	10/08/19	SEPT 19 ENGINEERING SERVICES	Open	1,575.00	0.00		
PEN00040 PENNONI ASSOCIATES, INC.							
20-00804	10/10/19	ENGINEERING SERVICES	Open	773.00	0.00		
WAD00010 WADE, LONG & WOOD, & LONG LLC							
20-00779	10/03/19	AUG 19 LEAGL FEES	Open	70.00	0.00		

Total Purchase Orders: 3 Total P.O. Line Items: 0 Total List Amount: 2,418.00 Total Void Amount: 0.00

RESOLUTION
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
AUTHORIZING THE AWARD OF BID FOR
STEPHEN DRIVE GENERATOR – GTMUA 19010 TO
PENN POWER GROUP, LLC (D/B/A PENN POWER SYSTEMS)

R-10-19-95

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 19010 – Stephen Drive Generator; and

WHEREAS, the Authority received one (1) bid for the specified Contract. The bid was received on Tuesday, October 8, 2019, at 2:00 p.m. as follows:

<u>VENDOR</u>	<u>BASE BID</u>
1. Penn Power Group, LLC	\$20,966.00
<u>Engineer’s Estimate:</u>	<u>\$25,000.00</u>

WHEREAS, upon review of the bids submitted, the apparent lowest responsible bidder was Penn Power Group, LLC; and

WHEREAS, following a review of the bid submitted by Penn Power Group, LLC, no defects were uncovered and Thomas Leisse, PE, CME, Authority Engineer, via letter opinion dated October 11, 2019, recommended the award of the above referenced contract to Penn Power Group, LLC pending Authority Solicitor’s review; and

WHEREAS, the Authority’s Solicitor, Christopher F. Long, Esq. has reviewed the bid submitted by Penn Power Group, LLC and the letter opinion of October 11, 2019 from Mr. Leisse, and, via letter opinion dated October 11, 2019, recommended the award of Contract GTMUA 19010 – Stephen Drive Generator to Penn Power Group, 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 19010 – Stephen Drive Generator to Penn Power Group, LLC; and

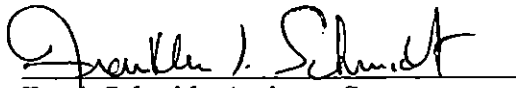
WHEREAS, Penn Power Group, LLC is the lowest qualified bidder in the amount as set forth above; and

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 19010 – Stephen Drive Generator is awarded to Penn Power Group, LLC in the amount of \$20,966.00.
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 Penn Power Group, LLC

BE IT FURTHER RESOLVED, that the Gloucester Township Municipal Utilities Authority certifies that funds are available for payment of this project. The amount to be expended under this resolution shall not exceed \$20,966.00. Funds will be charged against the Renewal & Replacement Fund.

ATTEST:


Frank Schmidt, Assistant Secretary

**THE GLOUCESTER TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY**


Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of October 17, 2019.


Marlene Hrynio, Administrative Secretary

Dated: October 17, 2019

October 11, 2019

GTMUA 19010

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

**RE: Bid Results and Recommendation for Award
Stephen Drive Generator**

Dear Ray:

One (1) bid was received for the aforementioned project on October 8th at 2:00 PM (original copy on file at the Authority). The bid was provided by Penn Power Group, LLC d/b/a Penn Power Systems of Philadelphia, PA. The total price for the Base Bid provided was \$20,966.00.

One addenda was issued and acknowledged. The low bidder made an exception to the Specifications as follows:

1. Exception to the liquidated damages.

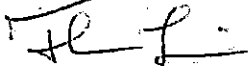
I have reviewed the bid response of Penn Power Group, LLC and find that the noted exception will continue to provide the Authority with the specified generator and have no objection to the exception.

Pending the Authority Solicitor's determination, I recommend that the Authority award the Stephen Drive Generator to Penn Power Group, LLC.

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

U:\Accounts\GTMUA\GTMUA19010 - Stevens Ave Generator\COMMUNICATION\SENT\Bid Recommendation.docx

WADE, LONG, WOOD & LONG, LLC

Attorneys at Law

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

John A. Moustakas † ∅

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

† Licensed in New Jersey
± Licensed in Washington DC
∅ Licensed in Pennsylvania

October 11, 2019

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

RE: Stephen Drive Generator

Dear Mr. Carr:

I. INTRODUCTION

This office has reviewed all documents provided regarding the bid submission for the contract for Stephen Drive Generator on behalf of the Gloucester Township Municipal Utilities Authority ("GTMUA" and/or "Authority"). The GTMUA received one (1) bid for the specified Contract. The sole bid was received as follows:

	<u>Vendor</u>	<u>Total Amount Bid</u>
1.	Penn Power Group, LLC.	\$20,996.00

II. FACTUAL ANALYSIS

The apparent low bid for this contract was submitted by Penn Power Group, LLC d/b/a Penn Power Systems ("Penn Power") with a total amount bid of \$20,996.00. Upon review of the bid submitted by Penn Power, it was uncovered that the bidder to the liquidated damages provision contained within the bid specifications. This exception was reviewed by Thomas Leisse, PE, CME, Authority Engineer, who

Raymond J. Carr, Executive Director
Gloucester Township Municipal Utilities Authority
October 11, 2019
Page 2

RE: Stephen Drive Generator

opined that the liquidated damages provision was acceptable and recommended the award of the contract to Penn Power. All documents were properly submitted by Penn Power from a legal perspective.

III. LEGAL ANALYSIS

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

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

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

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

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

RE: Stephen Drive Generator

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

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

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

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

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

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

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

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

RE: Stephen Drive Generator

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 Penn Power. As outlined above, Penn Power noted an exception to the liquidated damages provision within the bid specifications within their bid. Penn Power's bid was reviewed from a technical perspective by the Authority's Engineer who opined that the bid complies with the specifications and has no objection to the listed exceptions and recommended the award of the bid to Penn Power.

As such, to the extent that the exception within Penn Power's bid is a defect within the bid, it is my legal opinion that such defect is minor in nature and may be waived by the Authority. A waiver of said potential defect does not deprive the Authority of any assurances the Contract will be entered into, performed or guaranteed according to its specific requirements, as it has been evaluated by Mr. Leisse who has opined that the bid satisfies the technical requirements of the specifications. Further, a waiver of said defects cannot be said to adversely affect competitive bidding by placing Penn Power in a position of advantage over the other bidders or otherwise undermine the necessary common standard of competition. Based upon the aforementioned, it is my legal opinion that to the extent the exception within Penn Power's bid is considered a defect within the bid, it is minor in nature and may be waived by the Authority pursuant to the Court's holdings in River Vale and Terminal Const. Corp..

IV. PENN POWER'S BID

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

1. Bid Document Submission Checklist;
2. Bid Bond;
3. Power of Attorney;
4. Proposal;
5. Product Information;
6. Contractor Information;
7. Subcontractor Form;
8. Stockholder Disclosure Form;
9. Bidder's Affidavit;
10. Affirmative Action Questionnaire and Information Form;
11. Non-Collusion Affidavit;
12. Acknowledgment of Receipt of Changes to Bid Documents Form;
13. Disclosure of Investment in Iran Form;
14. Public Works Contractor Registration Act Certificate.

The bid submitted by Penn Power is in the appropriate form.

V. CONCLUSION

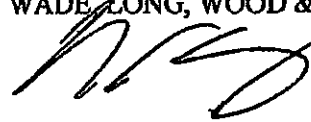
Raymond J. Carr, Executive Director
Gloucester Township Municipal Utilities Authority
October 11, 2019
Page 5

RE: Stephen Drive Generator

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 Penn Power is in the appropriate form. Accordingly, it is recommended that the contract for Stephen Drive Generator be awarded to Penn Power. 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 AUTHORIZING COMPLETION OF
SUPPLEMENTARY CONSTRUCTION SERVICES,
ORR ROAD PUMPING STATION,
SANITARY SEWER UPGRADES,
BY R.D. ZEULI, INC., IN ACCORDANCE WITH THE EMERGENCY &
SUPPLEMENTARY CONSTRUCTION SERVICES CONTRACT AUTHORIZED BY
RESOLUTIONS R-06-17-66 & R-05-18-50 & R-04-19-39**

R-10-19-96

WHEREAS, the Gloucester Township Municipal Utilities Authority (“GTMUA” and/or “Authority”) previously received bids on or about June 7, 2017 for the Emergency Repairs to Wastewater Conveyance System, Mains, Laterals and Supplementary Construction Services (“Emergency Services Contract”); and

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

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

WHEREAS, the second Contract extension was awarded by Resolution R-04-19-39; and

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

WHEREAS, the GTMUA is the owner of the Orr Road Pumping Station, in the Township of Gloucester; and

WHEREAS, the Orr Road Pumping Station is in need of sanitary sewer upgrades; and

WHEREAS, R.D. Zeuli effectuated the supplementary construction services in accordance with its Emergency Services Contract awarded on June 15, 2017, extended on May 17, 2018 and a second extension on April 18, 2019; and


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

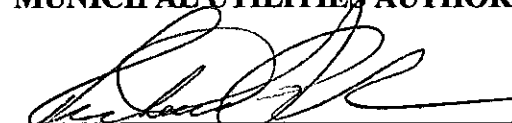
1. The provisions of the **WHEREAS** clauses set forth above are incorporated herein by reference and made a part hereof.
2. Staff is hereby authorized to process the payment request from R.D. Zeuli, Inc., in the amount of \$42,232.01, for the subject construction services, in accordance with the recommendation of Thomas Lisse, PE, CME, Authority Engineer, dated October 14, 2019.

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 \$42,232.01. Funds will be charged against the Renewal & Replacement Fund.

ATTEST:

**THE GLOUCESTER TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY**


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 October 17, 2019.


Marlene Hrynio, Administrative Secretary

Dated: October 17, 2019

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 02/28/20	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							
20-00821	10/15/19	ORR RD -SANITARY SEWER UPGRADE	Open	42,232.01	0.00		

Total Purchase Orders:	1	Total P.O. Line Items:	0	Total List Amount:	42,232.01	Total Void Amount:	0.00
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October 14, 2019

GTMUA 18009

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

**RE: Gloucester Township MUA
Orr Road Sanitary Sewer Replacement
R.D. Zeuli, Inc.**

Dear Ray:

I have reviewed the attached Payment Request for the procurement of materials for the Orr Road Sanitary Sewer upgrades by R.D. Zeuli, Inc. and recommend payment in the amount of \$42,232.01 for the services provided.

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

Sincerely,

PENNONI ASSOCIATES INC.

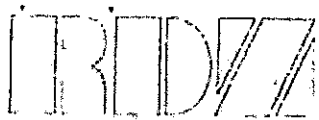


Thomas Lisse, PE, CME
Authority Engineer

Enclosure

cc: Marlene Hrynio, GTMUA

U:\Accounts\GTMUA\GTMUA18009 - Orr Road Sanitary\COMMUNICATION\SENT\RDZ Materials Payment Rec.docx



856-768-1985
Fax 856-768-0242

R.D. Zeuli, Inc.

Builders - Contractors - Developers

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

Sept 16, 2019

Tom Leisse, P.E.
Pennonni Associates
515 Grove Street
Haddon Heights, NJ 08035

Dear Mr. Leisse,

Re: GTMUA

Delivery of materials for Orr Rd. PS repairs

Total Due \$42,232.01

**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

Prevailing		6-Sep-19			
Wage Rates		2019			
		Orr rd			
		pipe delviery			
Item	Description	Unit of measure	Unit	Unit \$	Subtotal
1	CX75 excavator	per day		0 \$350.00	0
2	CX145 excavator	per day		0 \$620.00	0
3	321 excavator	per day		0 \$620.00	0
4	490 excavator	per day		0 \$2,080.00	0
5	303 exc.w/thumb	per day		0 \$300.00	0
6	Skid Steer/CTL	per day		0 \$300.00	0
7	Loader	per day		0 \$345.00	0
8	Dozer D5C	per day		0 \$500.00	0
9	Broom/sweeper	per day		0 \$105.00	0
10	DumpTruck 6 cy	per day		0 \$215.00	0
11	DumpTruck 14 cy	per day		0 \$259.00	0
12	Tractor Trailer	per day		0 \$460.00	0
13	UtilityTruck&acc.	per day		0 \$160.00	0
14	Roller	per day		0 \$320.00	0
15	Paver P385	per day		0 \$1,325.00	0
16	Paver 2000-I	per day		0 \$1,980.00	0
17	Backhoe	per day		0 \$350.00	0
18	Vermeer 725	per day		0 \$215.00	0
19	AirComp&acc.	per day		0 \$160.00	0
20	JumpJack	per day		0 \$50.00	0
21	3" pump	per day		0 \$200.00	0
22	trenchbox	per day		0 \$300.00	0
23	Sawcutting	LF		0 \$3.00	0
24	Superintendent	per Hr	3	\$77.00	231
25	Foremen	per Hr	0	\$156.00	0
26	Operator	per Hr	0	\$104.00	0
27	Laborers	per Hr	0	\$126.00	0
28	Truck Driver	per Hr	0	\$84.00	0
29	Mason/Carp.	per Hr	0	\$84.00	0
	SubTotal	labor&equipment			231
Rentals	materials	subcon			
Kennedy	457577			37507.52	
Norris	351246			603.22	
pipe fitngs				72	
	OH & Profit	10%		3818.274	
	subtotal	Rent/matls,sub		42001.014	
	Total	for request		42232.014	



KENNEDY CULVERT & SUPPLY CO.

125 SIXTH AVE SUITE 100
 MT LAUREL, NJ 08054
 Phone: 856-813-5000

INVOICE

Customer Copy

Number	457577
Date	09/11/19
Page	1

E-Mail: info@kennedy-companies.com
 Website: www.kennedy-companies.com

Bill To: ZEURD	R.D. ZEULI, INC. P.O. BOX 350 WEST BERLIN, NJ 08091-0350	Ship To: TEMP	R.D. ZEULI, INC. ORR RD. GLOUCESTER TWP, NJ
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Reference #	Shipped	Salesperson	Terms	Tax Code	Doc #	Wh	Freight	Ship Via
MSG	09/03/19	07 WILLIAM P	NET 30	NJ-EX	444519	1D	PREPAID	DIRECT

Item	Description	Ordered	Shipped	Backordrd	UM	Price	UM	Extension
NON STOCK	18" DIP CL52 TYTON PROTECTO 401	324.00	324.00	.00	LF	81.48	LF	26399.52
NON STOCK	24" DIP CL52 TYTON JOINT W/PROTECTO 401	100.00	100.00	.00	LF	111.08	LF	11108.00
STEVE ROSENBERG @ 856-768-1985								

Merchandise	Misc	Discount	Tax	Freight	Total Due
37507.52	.00		.00	.00	37507.52

REMIT: PO Box 841931 Boston, Ma 02284

Since 1956...
NORRIS
SALES
COMPANY
 INCORPORATED



PENNSYLVANIA Location:
REMITTANCE address:
 1010 Conshohocken Road
 Conshohocken, PA 19428
 610-279-5777
 FAX: 610-279-7973

NEW JERSEY Location:
 668 Berlin Cross Keys Road
 Sicklerville, NJ 08081
 856-740-1400
 FAX: 856-740-1940

www.NorrisSales.com

INVOICE COPY

Customer: Zeuli, R.D. Inc. Po Box 350 West Berlin NJ 08091	Customer Information: Ordered by: Phone: 0 (856) 768-1985 Sisp: Ed Zoranski Cust#: 3097 AR	FINAL INVOICE# 351246 Invoice Date: 09/06/19 Loc 200
Delivery Location: 501 Orr Rd Blackwood NJ 08012 Steve (856) 768-1985	PO/Job # Orr Rd Terms: Net 30	From: 09/04/19 Wed 12:00 PM MA1 Thru: 09/05/19 Thu 9:48 AM DS2

ITEM	QTY	DESCRIPTION	DAILY	WEEKLY	4 WEEK	TOTAL
Payments						
<p><i>67MUA Repairs '19</i></p> <p><i>Rental:</i></p>						

The term "Customer" is the party who is obligated under the terms of this Contract. The term "Supplier" is the party who is obligated under the terms of this Contract. Upon executing this Contract, Customer acknowledges that he: (i) read and understands its terms; and (ii) received a true and correct copy. Both parties agree to, and shall be bound by, all terms and conditions set forth herein, including the following:

- Dealer has no control over Customer's use of Equipment.
- Customer assumes all risks associated with Equipment while in its possession; including injury and damage to persons and property.
- Only properly trained, authorized individuals not under the influence of drugs or alcohol shall use Equipment.
- If Equipment does not operate properly, does not contain manufacturer's Operator's and/or Safety Manual, or Customer has any questions regarding use of Equipment, Customer shall contact Dealer immediately and cease all use of Equipment.
- Misuse of Equipment or use of damaged or malfunctioning Equipment may result in injury or death.
- Customer shall comply with all federal, state and local laws when using or transporting Equipment.
- Prior to using Equipment, Customer shall obtain all required licenses and certifications.
- Customer shall read manufacturer's Operator's and/or Safety Manual provided with Equipment and acknowledges receipt of such Manual by its signature.
- Customer understands that DAMAGE WAIVER IS NOT INSURANCE. Customer accepts the damage waiver as provided for on the reverse side of this Contract and agrees to pay the above additional charges for the same. IF DECLINED - Initial Here _____
- Customer received familiarization training. IF DECLINED - Initial Here _____

Rentals	410.00
Sales	0.00
Delivery/Other	150.00
Damage Waiver	0.00
Env. Charges	5.74
Sales Tax	37.48
Total	603.22

 Print Name

 Signature

**You Must Call To
 Arrange Pick-Up Of
 Delivered Equipment
 "No Automatic Pick-Ups"**


THIS IS YOUR CONTRACT, READ BOTH SIDES BEFORE SIGNING. THIS CONTRACT CONTAINS A CONFESSION OF JUDGEMENT CLAUSE.



PENNSYLVANIA Location:
REMITTANCE address:
1010 Conshohocken Road
Conshohocken, PA 19428
610-279-5777
FAX: 610-279-7973

NEW JERSEY Location:
668 Berlin Cross Keys Road
Sicklerville, NJ 08081
856-740-1400
FAX: 856-740-1940

INVOICE COPY

Customer: Zeuli, R.D. Inc. Po Box 350 West Berlin NJ 08091	Customer Information: Ordered by: Phone: 0 (856) 768-1985 Slsp: Ed Zoranski Cust#: 3097 AR	FINAL INVOICE# 351246 Invoice Date: 09/06/19 Loc 200 
Delivery Location: 501 Orr Rd Blackwood NJ 08012 Steve (856) 768-1985	PO/Job # Orr Rd Terms: Net 30	From: 09/04/19 Wed 12:00 PM MA1 Thru: 09/05/19 Thu 9:48 AM DS2

ITEM	QTY	DESCRIPTION	DAILY	WEEKLY	4 WEEK	TOTAL
5295-2033	1	Forklift Tele-8,000LB-8042-Cab-T4 Off Rent# 34153 Model #: 8042 CAB T4 Serial #: 0160073145 Meter Out: 1657.60 In: 1660.10	410.00	1230.00	2460.00	410.00
5395-0000	1	Carriage 72" Side Tilt Off Rent# 34153				0.00
5360-0000	1	Forks-Pallet Type (2PCS) Off Rent# 34153				0.00
115R	1.00	Delivery/Pickup	150.00			150.00

Use Diesel Fuel Only! Engine Oil Level To Be Checked Before Refueling
Use Of Extension Forks Substantially Reduces Capacity. Osha And Ansi Standards Require Fork Lengths To Be No Greater Than 1 1/2 Times The Existing Forks Lengths
Use Of Manufactuer Approved Attachments Required For This Equipment
Customer Is Responsible For Change In Load Rating And Lifting Capacity

The term "Customer" is the party who is obligated under the terms of this Contract. The term "Dealer" is the party who is incorporated. Upon executing this Contract, Customer acknowledges that he: (i) read and understands its terms; and (ii) received a true and correct copy. Both parties agree to, and shall be bound by, all terms and conditions set forth herein, including the following:

- Dealer has no control over Customer's use of Equipment.
- Customer assumes all risks associated with Equipment while in its possession, including injury and damage to persons and property.
- Only properly trained, authorized individuals not under the influence of drugs or alcohol shall use Equipment.
- If Equipment does not operate properly, does not contain manufacturer's Operator's and/or Safety Manual, or Customer has any questions regarding use of Equipment, Customer shall contact Dealer immediately and cease all use of Equipment.
- Misuse of Equipment or use of damaged or malfunctioning Equipment may result in injury or death.
- Customer shall comply with all federal, state and local laws when using or transporting Equipment.
- Prior to using Equipment, Customer shall obtain all required licenses and certifications.
- Customer shall read manufacturer's Operator's and/or Safety Manual provided with Equipment and acknowledges receipt of such Manual by its signature.
- Customer understands that DAMAGE WAIVER IS NOT INSURANCE. Customer accepts the damage waiver as provided for on the reverse side of this Contract and agrees to pay the above additional charges for the same. IF DECLINED - Initial Here
- Customer received familiarization training. IF DECLINED - Initial Here

X _____
 Print Name

X _____
 Signature

**You Must Call To
 Arrange Pick-Up Of
 Delivered Equipment
 "No Automatic Pick-Ups"**

RESOLUTION
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
AUTHORIZING THE PURCHASE OF ELECTRICITY SUPPLY SERVICES
FOR PUBLIC USE ON AN ONLINE AUCTION WEBSITE

R-10-19-97

WHEREAS, the Gloucester Township Municipal Utilities Authority (“GTMUA” and/or “Authority”) has determined to move forward with the EMEX Reverse Auction in order procure electricity for the and Authority; and

WHEREAS, the Local Unit Technology Pilot Program and Study Act (P.L. 2001, c. 30) (the “Act”) authorizes the purchase of electricity supply service for public use through the use of an online auction service; and

WHEREAS, the GTMUA has utilized the online auction services of EMEX, LLC, an approved vendor pursuant to the Act, waiver number EMEX LLC-1, located at www.energymarketexchange.com; and


WHEREAS, EMEX, LLC is compensated for all services rendered through the participating supplier that a contract is awarded to; and

WHEREAS, the auction has been conducted pursuant to the Act.

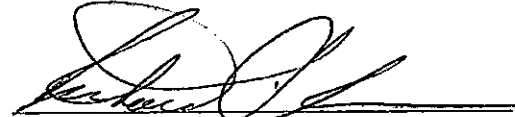
NOW, THEREFORE, BE IT RESOLVED by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority that the Chairman, Executive Director and/or Administrative Secretary of the Gloucester Township Municipal Utilities Authority be and hereby is authorized to execute on behalf of the Authority, in the sole discretion of the GTMUA, any electricity contract proffered by the participating supplier that submits the winning bid in the EMEX Reverse Auction. Any action previously taken upon authorization of the Authority Solicitor is hereby ratified.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded by the Gloucester Township Municipal Utilities Authority’s Administrative Secretary to all agencies and individuals required by law including but not limited to: The State of New Jersey, Department of Community Affairs, the State of New Jersey Board of Public Utilities, the Township of Gloucester and any and all other public and private entities required by law.

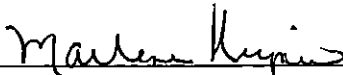
ATTEST:


Frank Schmidt, Assistant Secretary

**THE GLOUCESTER TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY**


Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of October 17, 2019.



Marlene Hrynio, Administrative Secretary

Dated: October 17, 2019

RESOLUTION
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION APPROVING FORM "A" APPLICATION,
THE ESTATES @ LAKESIDE,
1075 WILLIAMSTOWN-ERIAL ROAD (CR 704),
BLOCK 18301, LOTS 16, 17 & 18,
GLOUCESTER TOWNSHIP, NEW JERSEY

R-10-19-98

WHEREAS, a Form "A" application has been submitted to the Gloucester Township Municipal Utilities Authority ("GTMUA"), for The Estates @ Lakeside, by DKGTT 18, LLC, for the construction of a collection system and sewer main extension to connect a proposed residential subdivision comprised of seventy-two (72) single family homes, located at 1075 Williamstown-Erial Road (CR 704), also known as Block 18301, Lots 16, 17 & 18, Gloucester Township, New Jersey; and

WHEREAS, Joseph T. Brickley, PE, CME, CPWM, of Brick Engineering ("Brick"), by letter dated October 8, 2019, 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

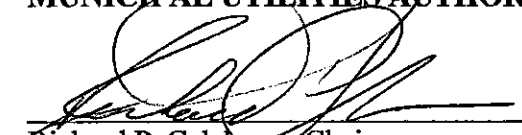
WHEREAS, Brick has recommended that the Members of the GTMUA ratify and approve the Form "A" application for the project subject to certain terms and conditions.

NOW, THEREFORE, BE IT RESOLVED by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority that it hereby approves the Form "A" application submitted for the construction of a collection system and sewer main extension to connect a proposed residential subdivision comprised of seventy-two (72) single family homes, located at 1075 Williamstown-Erial Road (CR704), also known as Block 18301, Lots 16, 17 & 18, Gloucester Township, New Jersey subject to the terms and conditions set forth in the Brick letter dated October 8, 2019, which is attached hereto and made a part hereof.

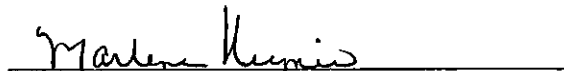
ATTEST:

**THE GLOUCESTER TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY**


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 October 17, 2019.


Marlene Hrynio, Administrative Secretary

Dated: October 17, 2019



October 8, 2019

Via USPS & Fax

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

Attention: Ray Carr
Executive Director

Subject: Form A Application
The Estates @ Lakeside
(aka Block 18301, Lots 16, 17 & 18)
1075 Williamstown-Erial Road (CR 704)
Gloucester Township, Camden County
Applicant: DKG T 18, LLC

Dear Ray:

I have reviewed the aforementioned Form A application consisting of:

- Consulting Engineer Services (CES) transmittal letter, dated 9/13/19
- Form A Application, dated 9/10/19
- Utility Plans - Sheets A&B The Estates at Lakeside, dated 8/27/19
- Email from Jay F. Sims, PE of CES dated 9/25/19

Copies of these documents are on file at the Authority.

The Applicant is proposing to construct a collection system and sewer main extension to connect a proposed residential subdivision comprised of seventy-two (72) single family homes. The proposed improvements will be a public system.

The improvements proposed to be constructed, namely +/- 3,364 linear feet of 8-inch PVC gravity sewer main and associated appurtenances, finally connecting to the Lakeside Business Park collection system and pumping station.

There is sufficient capacity in the Lakeside Business Park Pumping Station and downstream Authority collection system to service the proposed improvements.

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

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

	Use	Units	Discharge Parameter	Estimated EDU
1	Residential Single-Family	72	300 gal/unit	72
			Total	72 EDU's

Based on the information provided, I recommend Form A approval.

By copy of this letter, the Applicant is advised that approval, if granted, "Is Not A Commitment For Sewage Availability".

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 Lisse, PE, CME, Authority Engineer
Jay F. Sims, PE, CES
DKGT 18, LLC

**RESOLUTION
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION AUTHORIZING THE ACCEPTANCE OF TWO (2)
IRREVOCABLE STANDBY LETTERS OF CREDIT, NUMBERS 19-19 & 19-20,
POSTED BY INDEPENDENCE SQUARE EQUITIES, LLC,
(THE RESERVES @ INDEPENDENCE SQUARE),
FROM PARKE BANK**

R-10-19-99

WHEREAS, Independence Square Equities, LLC, submitted for review and approval two (2) Irrevocable Standby Letters of Credit ("LOC"), from Parke Bank, for the improvements to the Property located at Block 18302, Lot 3, also known as the Reserves @ Independence Square located at Independence Boulevard, Gloucester Township, NJ in the total amount of \$607,447.20; and

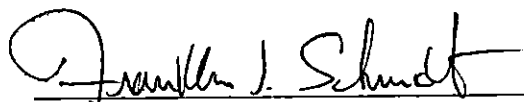
WHEREAS, the LOCs are for a term of one (1) year and are automatically extended annually for periods of one year unless written notice is given by the banking institution at least 60 days prior to the then-current expiration date; and

WHEREAS, the Solicitor, by letter dated May 28, 2019, has reviewed the LOCs as to form and substance and recommended their acceptance;

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

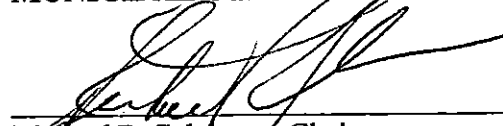
1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Authority hereby accepts the LOCs from Independence Square Equities, LLC

ATTEST:



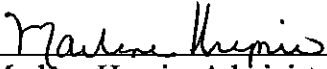
Frank Schmidt, Assistant Secretary

**THE GLOUCESTER TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY**



Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of October 17, 2019.



Marlene Hrynio, Administrative Secretary

Dated: October 17, 2019

WADE, LONG, WOOD & LONG, LLC

Attorneys at Law

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

John A. Moustakas†∅

†Licensed in New Jersey
±Licensed in Washington DC
∅Licensed in Pennsylvania

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

May 28, 2019

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

RE: Independence Square Equities LLC
Irrevocable Standby Letter of Credit (Performance)

Dear Mr. Carr:

On behalf of the Gloucester Township Municipal Utilities Authority ("GTMUA" and/or "Authority") I have reviewed Irrevocable Standby Letters of Credit (Performance) Nos. 19-19 and 19-20 issued by Parke Bank ("Parke") on behalf of Independence Square Equities LLC ("Independence Square") in the amount of \$154,789.20 (LOC No. 19-19) and \$452,658.00 (LOC No. 20-19) for the Reserves at Independence Square - Phase 4 project naming the Gloucester Township Municipal Utilities Authority as beneficiary.¹ Of note, I have not reviewed a cost estimate for this project and therefore this opinion letter is based upon the form of the bonds only.

The State of New Jersey, Department of Banking and Insurance has compiled a list of approved Financial Institutions within the State. Parke is an approved Financial Institution. Accordingly, Parke is licensed by the State of New Jersey, Department of Banking and Insurance and is authorized to conduct business in the State of New Jersey.

The Irrevocable Standby Letters of Credit (Performance) are in the appropriate form and are enforceable upon their execution. As such, I recommend that a Resolution be placed on the agenda

¹ Independence Square has also submitted Irrevocable Standby Letters of Credit Nos. 19-17 and 19-18 with the beneficiary listed as the Township of Gloucester, however this opinion letter addresses the form of Letters of Credit Nos. 19-19 and 20-19 only.

Raymond J. Carr
Executive Director
May 28, 2019
Page 2

RE: Independence Square Equities LLC
Irrevocable Standby Letter of Credit (Performance)

for an upcoming meeting accepting the Irrevocable Standby Letters of Credit (Performance),
subject to staff concurrence.

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


Christopher F. Long, Esq.

cc: Chairman and Members, GTMUA
Marlene Hrynio, Administrative Secretary
Frank Tedesco, Esq.



PARKE BANK
A Return to Better Banking[®]

IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE)

Issued by:

Name of Banking Institution: Parke Bank
Address: P.O. Box 40
City/State/Zip: Sewell, NJ 08080
Telephone: 856-256-2500
Fax: 856-256-2590

Issue date: May 30, 2019

Expiration date: May 30, 2020

Letter of Credit Number: 19-20

Beneficiary:

Name: Gloucester Township Municipal Utilities Authority
Address: 71 W. Landing Road
City/State/Zip: Blackwood, NJ 08012
Telephone: 856-227-8666
Fax:

Applicant:

Name: Independence Square Equities LLC
Address: 210 Ocean Avenue
City/State/Zip: Lakewood, NJ 08701
Telephone: 732-364-1900
Fax:

Amount: **FOUR HUNDRED FIFTY TWO THOUSAND SIX HUNDRED FIFTY EIGHT AND 00/100 (\$452,658.00) DOLLARS.**

(Not to exceed 120 percent of the cost of the improvements, as certified by the municipal engineer)

We hereby issue our irrevocable standby letter of credit in your favor, which is available by your draft at site bearing our letter of credit number 19-20 on Parke Bank (Bank).

Your draft must be presented at the office indicated above by personal delivery or by registered or certified mail or courier and must be accompanied by (1) the original standby letter of credit and any subsequent original amendments and (2) an original statement purportedly signed by the municipal engineer of the Gloucester Township Municipal Utilities Authority stating: "The amount of this drawing under irrevocable Standby Letter of Credit No. 19-20, issued May 30, 2019 by Parke Bank (name of banking institution), represents the amount due us as a result of the failure of Independence Square Equities LLC, to complete, in whole or in part, the required site improvements as detailed in the municipal resolution of approval and in that certain Engineer's Estimate entitled "The Reserves at Independence Square – Phase 4," prepared by Stantec, dated January 26, 2015 (Phase 1B). I hereby certify that notice of the incompletions upon which this drawing is based was given to the applicant by registered or certified mail or by courier on _____ (date at least 30 days prior to the date of the municipal engineer's statement). This certification shall be accompanied by a Resolution of the municipal governing body endorsing the findings of the engineer and stating that the improvements have not been approved or accepted.

This letter of credit shall be deemed to be automatically extended annually for periods of one year unless written notice is given by the banking institution by registered or certified mail or by courier to the applicant and the municipality at least 60 days prior to the then-current expiration date.

In the event of the failure of the applicant to furnish another letter of credit meeting the requirements of N.J.S.A.40:55D-53.5 and N.J.A.C. 5:36-4.3, or other acceptable security, at least 30 days prior to the expiration date of this letter of credit, the municipality may, to the extent allowed by law, draw upon this letter of credit to pay the cost of any incompletions.

This letter of credit shall expire upon approval or acceptance by Resolution of the municipal governing body of all improvements cited in the aforesaid Engineer's Estimate or upon replacement of this letter of credit by other security meeting applicable legal requirements. Upon approval or acceptance of some, but not all, of said improvements, a reduction in the amount of this letter of credit shall be granted in accordance with N.J.S.A. 40:55D-53, provided that the remaining amount shall be sufficient to secure provision of the improvements not yet approved and that the municipality may require that the remaining amount be 30 percent of the original amount.

All correspondence to the banking institution concerning this letter of credit shall be addressed to the office indicated above.

This letter of credit shall inure to the benefit of the beneficiary municipality only and no other party shall acquire any rights hereunder.

This letter of credit is subject to [Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500] [International

Standby Practices 1998 (ISP98)] (Note: Either shall be acceptable.)

We hereby agree with you that drawings under and in compliance with the terms of this letter of credit shall be duly honored upon presentation to us.

DEVELOPER: INDEPENDENCE SQUARE EQUITIES LLC

By: [Signature]
Noah Gordon, Managing Member

5/30/19
Date

Attest: [Signature]

5/30/17
Date

BANK: PARKE BANK

By: [Signature]

5-30-19
Date

Attest: [Signature]

5-30-19
Date

STATE OF NEW JERSEY)
) ss.
COUNTY OF MONMOUTH)

BE IT REMEMBERED that on this 30th day of May 2019, before me, the subscriber, the undersigned authority, personally appeared Noah Gordon, Managing Member of Independence Square Equities LLC, who, I am satisfied is the person mentioned in the within instrument and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed, as Managing Member of Independence Square Equities, a Limited Liability Company.

LINDA A. KAISER
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50000604
MY COMMISSION EXPIRES JULY 21, 2019

[Signature]


STATE OF NEW JERSEY, COUNTY OF

SS.:

I CERTIFY that on _____, 2019, _____ personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) This person is the _____ Secretary of Parke Bank, the corporation named in the attached document;
- (b) This person is the attesting witness to the signing of this document by the proper corporate officer who is Linda A. Kuise, the Vice President of the corporation;
- (c) This document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) This person knows the proper seal of the corporation which was affixed to this document; and
- (e) This person signed this proof to attest to the truth of these facts.

Signed and sworn to before me
this 30th day of May, 2019



Douglas M. Joyner
Atty at Law of NJ



PARKE BANK
A Return to Better Banking®

IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE)

Issued by:

Name of Banking Institution: Parke Bank
Address: P.O. Box 40
City/State/Zip: Sewell, NJ 08080
Telephone: 856-256-2500
Fax: 856-256-2590

Issue date: May 30, 2019

Expiration date: May 30, 2020

Letter of Credit Number: 19-19

Beneficiary:

Name: Gloucester Township Municipal Utilities Authority
Address: 71 W. Landing Road
City/State/Zip: Blackwood, NJ 08012
Telephone: 856-227-8666
Fax:

Applicant:

Name: Independence Square Equities LLC
Address: 210 Ocean Avenue
City/State/Zip: Lakewood, NJ 08701
Telephone: 732-364-1900
Fax:

Amount: ONE HUNDRED FIFTY FOUR THOUSAND SEVEN HUNDRED EIGHTY NINE AND 20/100 (\$154,789.20) DOLLARS.

(Not to exceed 120 percent of the cost of the improvements, as certified by the municipal engineer)

We hereby issue our irrevocable standby letter of credit in your favor, which is available by your draft at site bearing our letter of credit number 19-19 on Parke Bank (Bank).

Your draft must be presented at the office indicated above by personal delivery or by registered or certified mail or courier and must be accompanied by (1) the original standby letter of credit and any subsequent original amendments and (2) an original statement purportedly signed by the municipal engineer of the Gloucester Township Municipal Utilities Authority stating: "The amount of this drawing under irrevocable Standby Letter of Credit No. 19-19, issued May 30, 2019 by Parke Bank (name of banking institution), represents the amount due us as a result of the failure of Independence Square Equities LLC, to complete, in whole or in part, the required site improvements as detailed in the municipal resolution of approval and in that certain Engineer's Estimate entitled "The Reserves at Independence Square – Phase 4," prepared by Stantec, dated January 26, 2015 (Phase 1A). I hereby certify that notice of the incompletions upon which this drawing is based was given to the applicant by registered or certified mail or by courier on _____ (date at least 30 days prior to the date of the municipal engineer's statement). This certification shall be accompanied by a Resolution of the municipal governing body endorsing the findings of the engineer and stating that the improvements have not been approved or accepted.

This letter of credit shall be deemed to be automatically extended annually for periods of one year unless written notice is given by the banking institution by registered or certified mail or by courier to the applicant and the municipality at least 60 days prior to the then-current expiration date.

In the event of the failure of the applicant to furnish another letter of credit meeting the requirements of N.J.S.A.40:55D-53.5 and N.J.A.C. 5:36-4.3, or other acceptable security, at least 30 days prior to the expiration date of this letter of credit, the municipality may, to the extent allowed by law, draw upon this letter of credit to pay the cost of any incompletions.

This letter of credit shall expire upon approval or acceptance by Resolution of the municipal governing body of all improvements cited in the aforesaid Engineer's Estimate or upon replacement of this letter of credit by other security meeting applicable legal requirements. Upon approval or acceptance of some, but not all, of said improvements, a reduction in the amount of this letter of credit shall be granted in accordance with N.J.S.A. 40:55D-53, provided that the remaining amount shall be sufficient to secure provision of the improvements not yet approved and that the municipality may require that the remaining amount be 30 percent of the original amount.

All correspondence to the banking institution concerning this letter of credit shall be addressed to the office indicated above.


This letter of credit shall inure to the benefit of the beneficiary municipality only and no other party shall acquire any rights hereunder.

This letter of credit is subject to [Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500] [International

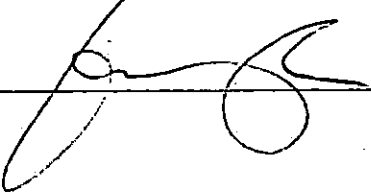
Standby Practices 1998 (ISP98)] (Note: Either shall be acceptable.)

We hereby agree with you that drawings under and in compliance with the terms of this letter of credit shall be duly honored upon presentation to us.

DEVELOPER: INDEPENDENCE SQUARE EQUITIES LLC

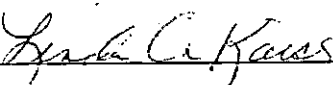
By: 
Noah Gordon, Managing Member

5/30/19
Date

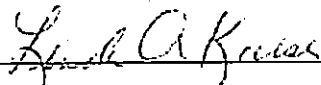
Attest: 

5/30/19
Date

BANK: PARKE BANK

By: 

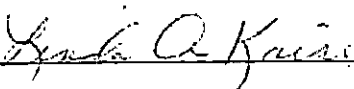
5-30-19
Date

Attest: 

5-30-19
Date

STATE OF NEW JERSEY)
) ss.
COUNTY OF MONMOUTH)

BE IT REMEMBERED that on this 30th day of May 2019, before me, the subscriber, the undersigned authority, personally appeared Noah Gordon, Managing Member of Independence Square Equities LLC, who, I am satisfied is the person mentioned in the within instrument and thereupon he acknowledged that he signed, sealed and delivered the same as his act and deed, for the uses and purposes therein expressed, as Managing Member of Independence Square Equities, a Limited Liability Company.



LINDA A. KAISER
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50000604
MY COMMISSION EXPIRES JULY 21, 2019


STATE OF NEW JERSEY, COUNTY OF

SS.:

I CERTIFY that on _____, 2019, _____ personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) This person is the _____ Secretary of Parke Bank, the corporation named in the attached document;
- (b) This person is the attesting witness to the signing of this document by the proper corporate officer who is Linda A. Kujawa, the Vice President of the corporation;
- (c) This document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) This person knows the proper seal of the corporation which was affixed to this document; and
- (e) This person signed this proof to attest to the truth of these facts.

Signed and sworn to before me
this 30th day of May, 2019



Douglas M. Joya
Atty at Law of NJ

**RESOLUTION
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION AUTHORIZING THE EXECUTION OF A HOLD HARMLESS AGREEMENT
WITH APPROVALS FOR INDEPENDENCE SQUARE EQUITIES, LLC,
FOR THE RESERVES @ INDEPENDENCE SQUARE,
BLOCK 18302, LOT 3**

R-10-19-100

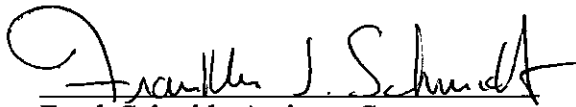
WHEREAS, the Gloucester Township Municipal Utilities Authority ("GTMUA/Authority") has provided certain approvals for Independence Square Equities, LLC, for the Reserves @ Independence Square with offices at 210 Ocean Avenue, Lakewood, NJ 08701 ("Developer") including the issuance of various Form approvals, 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

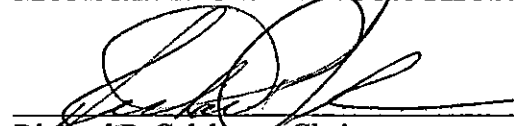
NOW, THEREFORE, BE IT RESOLVED by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority that it hereby authorizes the Chairman and/or Vice-Chairman and/or Executive Director and/or Secretary to execute the Hold Harmless Agreement with Independence Square Equities, LLC, for the Reserves @ Independence Square with offices at 210 Ocean Avenue, Lakewood, NJ 08701, in a form attached hereto and made a part hereof.

ATTEST:

**THE GLOUCESTER TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY**

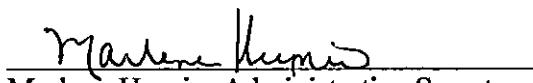


Frank Schmidt, Assistant Secretary



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 October 17, 2019.



Marlene Hrynio, Administrative Secretary
Dated: October 17, 2019

HOLD HARMLESS AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2019, by and between the Gloucester Township Municipal Utilities Authority, a Municipal Corporation of the State of New Jersey, with its address at Lower Landing Road, P.O. Box 216, Glendora, NJ 08029 (“Authority”) and Independence Square Equities, LLC with offices at 210 Ocean Avenue, Lakewood, New Jersey 08701 (“Developer”).

WITNESSETH:

WHEREAS, the Developer shall be the approved owner of a lot subdivision in the Township of Gloucester located at Block 18302, Lot 3; and

WHEREAS, the Developer has requested to connect this property into the Authority sanitary sewer collection system and intends to construct one hundred and eighty (180) new townhomes, thirty-eight (38) of the units will discharge to a proposed gravity collection system ultimately connecting to the existing gravity main in Independence Blvd. and the remaining one hundred forty-two (142) units will discharge to a proposed gravity collection system connecting to a proposed duplex grinder pumping station ultimately connecting to the existing gravity main in Independence Blvd.; and

WHEREAS, the Authority has reviewed said proposal and has determined that the connection can be made into its sanitary sewer collection system, subject to the terms and conditions set forth herein below as well as the January 2, 2018 Form “C” correspondence from Joseph Brickley, P.E.

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

1. **Effect of WHEREAS Clauses:** The "WHEREAS" Clauses set forth above are expressly incorporated in and form part of the terms of this Agreement.
2. **Connection:** The Authority hereby agrees to permit the Developer to connect the lots referenced hereinabove into the Authority sanitary sewer collection system, which connection is subject to the terms and conditions set forth in this Agreement.
3. **Rules and Regulations:** The Developer shall comply with all rules and regulations of the Authority in order to make this connection and will submit an application and plans to the Authority for approval of the connection.
4. **Application and Plan Approval:** No construction or connection into the Authority sanitary sewer collection system can occur until the application and plans have been approved by the Authority.
5. **Developer Hold Harmless:** The Developer hereby agrees to hold the Authority harmless and indemnify the Authority for all property damage, personal injury, legal expenses and/or fines resulting from the negligent construction and connection into the Authority sanitary sewer collection, said damages shall include, but are not limited to, damages to the Authority system.
6. **Private Ownership:** The force mains, pumping station, sewer lines, laterals, manholes, and any easements containing sewer lines, laterals and manholes, shall remain in private ownership of The Reserves at Independence Square Homeowners Association, Inc., or its successors and assigns, as more fully set forth in the attached "Sanitary Sewer Plan" prepared by Stantec (Clifton W. Quay) on January 25, 2018 (**Exhibit "A"**), and the responsibility for maintenance and repairs thereof shall be the obligation of The Reserves at Independence Square Homeowners Association Inc. or its successors and assigns.

7. **Authority Responsibility:** The Authority shall be responsible for the sewer mains located with the residential streets of the Development which include, Freedom Way, Union Way and Continental Blvd.
8. **Performance Bonds:** The Developer intends to construction this project in three (3) separate phases as set forth in the attached "Sanitary Sewer Plan" prepared by Stantec (Clifton W. Quay) on January 25, 2018 (**Exhibit "A"**). Bonding estimates have been provided for each phase of the development and are set forth in **Exhibit "B"**, attached hereto. Prior to the issuance of any sewer permits by the Authority to the Developer, the Developer shall be required to post the appropriate Performance Surety for all sewer improvements include in the phase for which said permits are sought. Initially, the Developer intends to seek permits for Phase 1A and 1B and shall post the appropriate Performance Surety prior to the issuance of any sewer permits by the Authority for Phase 1A and 1B.
9. **Notice Upon Sale:** In addition, any and all Deed(s) shall contain a provision stating that the sewer lines, laterals and manholes are to be privately owned, operated, maintained and repaired by The Reserves at Independence Square Homeowners Association Inc. or its successors and assigns, and that the remaining lots have the right to connect into and use the sewer lines, laterals and manholes. All surveys, where applicable, shall identify and indicate the location of the sewer lines, laterals and manholes.
10. **Incorporation by Reference:** All terms and conditions set forth in the Form review process by the Authority's Consulting Engineer or Special Projects Engineer shall hereby be incorporated by reference as if fully set forth herein.

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

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

13. **Governing Laws**: The Agreement has been made and executed in the State of New Jersey and shall be governed by, enforced in and construed in accordance with the laws of the State of New Jersey. Any litigation related to this Agreement shall be exclusively venued in the Superior Court of New Jersey, Camden County.

14. **Assignment**: This Agreement may only be assigned with the written authorization of the Authority.

15. **Binding Effect**: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal or personal representatives, heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement the day and year first above written.

GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

BY: _____
Richard P. Calabrese, Chairman

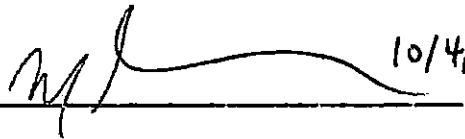
ATTEST:

Secretary

INDEPDENCE SQUARE EQUITIES, LLLC

BY:  _____

ATTEST:

 _____ 10/4/19

RACHEL M. GOLDBRENNER
Notary Public
State of New Jersey
My commission expires 3/18/2021.

EXHIBIT “A”

EXHIBIT "B"



PROJECT: THE RESERVES AT INDEPENDENCE SQUARE -
PROJECT NO.: 192520251
DATE: JANUARY 26, 2015
DATE OF PLANS: OCTOBER 25, 2017 (REV 4)

BY: SAK
CHECKED: RPV

PHASE 1A

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<u>SANITARY SEWER</u>				
0-6' DEEP, 8" PVC SANITARY SEWER	0	LF	33.00	
6-8' DEEP, 8" PVC SANITARY SEWER	0	LF	35.00	
8-10' DEEP, 8" PVC SANITARY SEWER	0	LF	38.00	
10-12' DEEP, 8" PVC SANITARY SEWER	1117	LF	43.00	48,031.00
12-14' DEEP, 8" PVC SANITARY SEWER	0	LF	49.00	
14-16' DEEP, 8" PVC SANITARY SEWER	0	LF	55.00	
4" SANITARY LATERALS	2270	LF	28.00	63,560.00
SANITARY FORCE MAIN	0	LF	30.00	
SEWAGE PUMP WITH GENERATOR	0	EA	210,000.00	
SANITARY MANHOLE, 0-6' DEEP	3	EA	2,300.00	6,900.00
SANITARY MANHOLE, 6-8' DEEP	0	EA	2,600.00	
SANITARY MANHOLE, 8-10' DEEP	0	EA	3,000.00	
SANITARY MANHOLE, 10-12' DEEP	3	EA	3,500.00	10,500.00
SANITARY MANHOLE, 12-14' DEEP	0	EA	3,900.00	
			SANITARY SEWER SUBTOTAL	128,991.00
20% CONTINGENCY				25,798.20
<u>GRAND TOTAL</u>				<u>154,789.20</u>



PROJECT: THE RESERVES AT INDEPENDENCE SQUARE -
PROJECT NO.: 192520251
DATE: JANUARY 26, 2015
DATE OF PLANS: OCTOBER 25, 2017 (REV 4)

BY: SAK
CHECKED: RPV

PHASE 1B

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<u>SANITARY SEWER</u>				
0-6' DEEP, 8" PVC SANITARY SEWER	0	LF	33.00	
6-8' DEEP, 8" PVC SANITARY SEWER	0	LF	35.00	
8-10' DEEP, 8" PVC SANITARY SEWER	0	LF	38.00	
10-12' DEEP, 8" PVC SANITARY SEWER	783	LF	43.00	33,669.00
12-14' DEEP, 8" PVC SANITARY SEWER	264	LF	49.00	12,936.00
14-16' DEEP, 8" PVC SANITARY SEWER	0	LF	55.00	
4" SANITARY LATERALS	2245	LF	28.00	62,860.00
SANITARY FORCE MAIN	1115	LF	30.00	33,450.00
SEWAGE PUMP WITH GENERATOR	1	EA	210,000.00	210,000.00
SANITARY MANHOLE, 0-6' DEEP	0	EA	2,300.00	
SANITARY MANHOLE, 6-8' DEEP	0	EA	2,600.00	
SANITARY MANHOLE, 8-10' DEEP	2	EA	3,000.00	6,000.00
SANITARY MANHOLE, 10-12' DEEP	3	EA	3,500.00	10,500.00
SANITARY MANHOLE, 12-14' DEEP	2	EA	3,900.00	7,800.00
			SANITARY SEWER SUBTOTAL	377,215.00
20% CONTINGENCY				75,443.00
<u>GRAND TOTAL</u>				<u>452,658.00</u>



PROJECT: THE RESERVES AT INDEPENDENCE SQUARE - :
PROJECT NO.: 192520251
DATE: JANUARY 26, 2015
DATE OF PLANS: OCTOBER 25, 2017 (REV 4)

BY: SAK
CHECKED: RPV

PHASE 2

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<u>SANITARY SEWER</u>				
0-6' DEEP, 8" PVC SANITARY SEWER	22	LF	33.00	726.00
6-8' DEEP, 8" PVC SANITARY SEWER	182	LF	35.00	6,370.00
8-10' DEEP, 8" PVC SANITARY SEWER	585	LF	38.00	22,230.00
10-12' DEEP, 8" PVC SANITARY SEWER	0	LF	43.00	
12-14' DEEP, 8" PVC SANITARY SEWER	0	LF	49.00	
14-16' DEEP, 8" PVC SANITARY SEWER	0	LF	55.00	
4" SANITARY LATERALS	2715	LF	28.00	76,020.00
SANITARY FORCE MAIN	0	LF	30.00	
SEWAGE PUMP WITH GENERATOR	0	EA	210,000.00	
SANITARY MANHOLE, 0-6' DEEP	2	EA	2,300.00	4,600.00
SANITARY MANHOLE, 6-8' DEEP	1	EA	2,600.00	2,600.00
SANITARY MANHOLE, 8-10' DEEP	1	EA	3,000.00	3,000.00
SANITARY MANHOLE, 10-12' DEEP	0	EA	3,500.00	
SANITARY MANHOLE, 12-14' DEEP	0	EA	3,900.00	
SANITARY SEWER SUBTOTAL				115,546.00
20% CONTINGENCY				23,109.20
<u>GRAND TOTAL</u>				<u>138,655.20</u>



PROJECT: THE RESERVES AT INDEPENDENCE SQUARE -
PROJECT NO.: 192520251
DATE: JANUARY 25, 2015
DATE OF PLANS: OCTOBER 25, 2017 (REV 4)

BY: SAK
CHECKED: RPV

PHASE 3

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
<u>SANITARY SEWER</u>				
0-6' DEEP, 8" PVC SANITARY SEWER	0	LF	33.00	
6-8' DEEP, 8" PVC SANITARY SEWER	260	LF	35.00	9,100.00
8-10' DEEP, 8" PVC SANITARY SEWER	381	LF	38.00	14,478.00
10-12' DEEP, 8" PVC SANITARY SEWER	0	LF	43.00	
12-14' DEEP, 8" PVC SANITARY SEWER	0	LF	49.00	
14-16' DEEP, 8" PVC SANITARY SEWER	0	LF	55.00	
4" SANITARY LATERALS	1880	LF	28.00	52,640.00
SANITARY FORCE MAIN	0	LF	30.00	
SEWAGE PUMP WITH GENERATOR	0	EA	210,000.00	
SANITARY MANHOLE, 0-6' DEEP	0	EA	2,300.00	
SANITARY MANHOLE, 6-8' DEEP	2	EA	2,600.00	5,200.00
SANITARY MANHOLE, 8-10' DEEP	1	EA	3,000.00	3,000.00
SANITARY MANHOLE, 10-12' DEEP	0	EA	3,500.00	
SANITARY MANHOLE, 12-14' DEEP	0	EA	3,900.00	
			SANITARY SEWER SUBTOTAL	84,418.00
				16,883.60
20% CONTINGENCY				
<u>GRAND TOTAL</u>				<u>101,301.60</u>

**RESOLUTION
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION GRANTING AUTHORIZATION TO DISCHARGE AMOUNTS DUE AND
OWED UPON RECEIPT OF BANKRUPTCY FILING**

R-10-19-101

WHEREAS, the Gloucester Township Municipal Utilities Authority (“GTMUA” and/or “Authority”) has both residential and commercial ratepayers with outstanding amounts due and owed to the Authority for nonpayment of bills for sewer use charges and/or connection fees; and

WHEREAS, from time to time, the Authority receives notices that certain ratepayers with outstanding amounts due and owed have successfully and properly discharged their sewer use charges and connection fees/debts through the filing of proper bankruptcy procedures; and

WHEREAS, the Authority has received notices that the following ratepayers have discharged their outstanding debts to the Authority through the proper bankruptcy procedures:

***Account #50642-0**

WHEREAS, under United States Federal Bankruptcy Laws, such amounts due and owed prior to the filing of the bankruptcy petition are discharged and as such, may no longer be collected by the Authority; and

WHEREAS, the Authority desires to discharge such amounts due and owed and desire to clarify its record keeping and account receivables; and

WHEREAS, under United States Federal Bankruptcy Laws, any and all amounts due and owed which occur following the filing of the initial bankruptcy petition remain due and owed to the Authority, notwithstanding the Order of Discharge; and

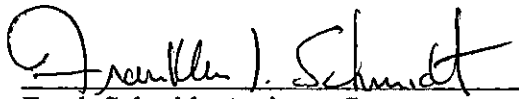
WHEREAS, the Authority is entitled, as a matter of law, to collect sewer use charges or connection fees due and owed which occur following the filing of the bankruptcy petition.

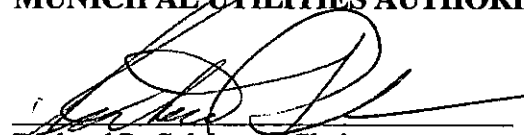
NOW, THEREFORE, BE IT RESOLVED by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority, as follows:

1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Executive Director, or his designee, and the Authority's Administrative Secretary are hereby authorized to discharge and purge from the GTMUA's records and account receivable books/ledgers, any and all amounts due and owed which have been incurred prior to the date of the ratepayers' bankruptcy filings, while maintaining and collecting amounts due and owed which occur subsequent to the ratepayers' filing of a bankruptcy petition

ATTEST:

**THE GLOUCESTER TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY**


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 October 17, 2019.


Marlene Hrynio, Administrative Secretary

Dated: October 17, 2019

Information to identify the case:

Debtor 1 Shane P. McGlashen
First Name Middle Name Last Name

Social Security number or ITIN xxx-xx-4927
EIN -----

Debtor 2 Alanna L. McGlashen
(Spouse, if filing) First Name Middle Name Last Name

Social Security number or ITIN xxx-xx-0410
EIN -----

United States Bankruptcy Court District of New Jersey

Case number: 19-20292-ABA

Order of Discharge

12/15

IT IS ORDERED: A discharge under 11 U.S.C. § 727 is granted to:

Shane P. McGlashen
aka Shane McGlashen

Alanna L. McGlashen
aka Alanna McGlashen

9/13/19

By the court: Andrew B. Altenburg Jr.
United States Bankruptcy Judge

30642-0

Explanation of Bankruptcy Discharge in a Chapter 7 Case

This order does not close or dismiss the case, and it does not determine how much money, if any, the trustee will pay creditors.

This order does not prevent debtors from paying any debt voluntarily or from paying reaffirmed debts according to the reaffirmation agreement. 11 U.S.C. § 524(c), (f).

Creditors cannot collect discharged debts

This order means that no one may make any attempt to collect a discharged debt from the debtors personally. For example, creditors cannot sue, garnish wages, assert a deficiency, or otherwise try to collect from the debtors personally on discharged debts. Creditors cannot contact the debtors by mail, phone, or otherwise in any attempt to collect the debt personally. Creditors who violate this order can be required to pay debtors damages and attorney's fees.

Most debts are discharged

Most debts are covered by the discharge, but not all. Generally, a discharge removes the debtors' personal liability for debts owed before the debtors' bankruptcy case was filed.

However, a creditor with a lien may enforce a claim against the debtors' property subject to that lien unless the lien was avoided or eliminated. For example, a creditor may have the right to foreclose a home mortgage or repossess an automobile.

Also, if this case began under a different chapter of the Bankruptcy Code and was later converted to chapter 7, debts owed before the conversion are discharged.

In a case involving community property: Special rules protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.

For more information, see page 2 >