

Resolution-R-12-22-104

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

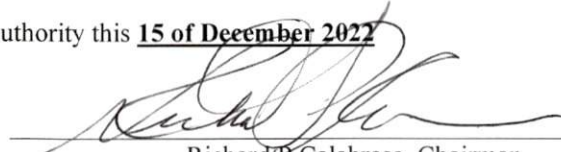
BE IT FURTHER RESOLVED THAT such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

AMOUNT	NAME	PURPOSE
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As Per Attached: \$431,814.64

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 15 of December 2022

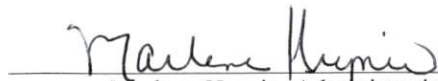

Richard P Calabrese, Chairman

ATTEST:


Frank Schmidt, Secretary

I hereby certify that the foregoing is a true and exact copy of a resolution introduced and adopted by The Gloucester Township Municipal Utilities Authority at a meeting held on December 15, 2022

Dated: December 15, 2022


Marlene Hrynio, Administrative Secretary

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
CAM00050	CAMDEN COUNTY TREASURER				Continued				
		23-01084	11/15/22	P.S. INSPECTIONS	Open	<u>150.00</u>	0.00		
						2,150.00			
CIN00010	CINTAS FIRST AID & SAFETY INC								
		23-01117	11/22/22	NOVEMBER 22 1ST AID REFILL	Open	815.73	0.00		
DEE00010	READY REFRESH WATER DIRECT								
		23-01085	11/16/22	NOV 22 WATER BOTTLE SERVICE	Open	163.90	0.00		
DEL00080	DELTA DENTAL PLAN OF NJ								
		23-01131	11/28/22	NOVEMBER 22 DELTA DENTAL BILL	Open	429.20	0.00		
		23-01160	12/08/22	NOV 22 DELTA DENTAL CLAIMS	Open	<u>1,766.00</u>	0.00		
						2,195.20			
DW000000	D&W DIESEL INC.								
		23-00964	10/17/22	TRANSMISSION FILTERS RECYCLE	Open	306.99	0.00		
EAI00010	EASE DESIGN & LANDSCAPING								
		23-01118	11/22/22	IRRIGATION DEACTIVATION 11/18	Open	133.90	0.00		
ECH00010	ECHOLON FORD, INC.								
		23-01039	11/03/22	REPAIR: #12 TRUCK	Open	114.17	0.00		
		23-01133	11/30/22	#12 TRUCK	Open	196.37	0.00		
		23-01155	12/06/22	#8 TRUCK	Open	<u>287.32</u>	0.00		
						597.86			
FER00010	FERRARA, VINCENT								
		23-01158	12/08/22	PRESCRIPTIONS: V.FERRARA	Open	50.29	0.00		
FLEET005	FLEETMIND SEON SOLUTIONS INC								
		23-01089	11/17/22	NOVEMBER 22 MONTHLY FEES	Open	111.92	0.00		
		23-01132	11/29/22	YEARLY FEES	Open	<u>656.00</u>	0.00		
						767.92			
GARYS005	GARY SAMOYAN								
		23-01146	12/02/22	PRESCRIPTIONS: G.SAMOYAN	Open	20.00	0.00		
GRA00020	GRAINGER, INC.								
		23-01087	11/17/22	REPAIR: GARAGE DOOR HEATER	Open	35.59	0.00		
GRA00040	GRANTURK EQUIPMENT CO. IN								
		23-01080	11/15/22	PARTS FOR JET TRUCK	Open	433.10	0.00		
		23-01122	11/22/22	#40 TRUCK	Open	2,123.93	0.00		
		23-01123	11/22/22	SPARE PIN FOR REC. TRUCKS	Open	<u>250.27</u>	0.00		
						2,807.30			
HUN00020	HUNTER JERSEY PETERBILT								
		23-01154	12/06/22	#31 TRUCK	Open	3,405.11	0.00		
HUNTE005	HUNTER TRUCK SALES								
		23-01077	11/14/22	#50 CYLINDER HOUSING	Open	190.62	0.00		

Vendor #	Name	Status	Amount	Void Amount	Contract	PO Type
PO #	PO Date Description					
HUNTE005	HUNTER TRUCK SALES	Continued				
23-01100	11/21/22 #3, & #4 TRUCKS	Open	5,517.40	0.00		
			<u>5,708.02</u>			
HYD00010	HYDRA-NUMATIC SALES CO.,					
23-00987	10/20/22 REPAIR & UPGRADE FOR FAY ANN	Open	1,683.78	0.00		
LAB00020	LABOR TEAM USA INC.					
23-01067	11/14/22 NOVEMBER 22 TEMP HELP	Open	1,261.48	0.00		
LAU00020	LAUREL LAWNMOWER SERVICE					
23-00924	10/06/22 MONTHLY P.O. FOR NOVEMBER 2022	Open	90.31	0.00		
LOW00020	LOWER COUNTY RECYCLING					
23-01009	11/01/22 GRADING COMPOST SITE	Open	2,223.32	0.00		
23-01050	11/07/22 GRADING COMPOST SITE	Open	2,300.59	0.00		
23-01074	11/14/22 GRADING COMPOST SITE	Open	<u>2,213.08</u>	0.00		
			6,736.99			
MAJ00010	MAJESTIC OIL COMPANY INC.					
23-01090	11/17/22 DIESEL FUEL-STATE CONTRACT	Open	6,794.09	0.00		
23-01091	11/17/22 REG FUEL-STATE CONTRACT	Open	1,704.60	0.00		
23-01125	11/28/22 DIESEL FUEL-STATE CONTRACT	Open	2,134.05	0.00		
23-01126	11/28/22 DIESEL FUEL-STATE CONTRACT	Open	4,062.75	0.00		
23-01134	11/30/22 REG FUEL-STATE CONTRACT	Open	834.65	0.00		
23-01145	12/02/22 DIESEL FUEL-STATE CONTRACT	Open	<u>4,333.29</u>	0.00		
			19,863.43			
MAR00050	MARLENE HRYNIO					
23-01093	11/17/22 EYEGASSES: M.HRYNIO	Open	300.00	0.00		
NJ000070	NJ LEAGUE OF MUNICIPALITIES					
23-01079	11/14/22 REGISTRATION: RAYMOND CARR	Open	75.00	0.00		
NUWAV005	NU-WAVE CLEANING, LLC					
23-01137	11/30/22 SANITATION OF BUILDING 12/3/22	Open	725.00	0.00		
ONE00010	ONE CALL CONCEPTS, INC.					
23-01147	12/02/22 NOVEMBER 22 MONTHLY MARK OUTS	Open	853.31	0.00		
PEN00020	PENN POWER SYSTEMS					
23-00519	06/30/22 PETERS WALK P.S.	Open	1,957.16	0.00		
23-00770	08/31/22 REPLACE ATS AT COBBLESTONE PS	Open	4,244.81	0.00		
23-01170	12/09/22 GENERATOR PM SERVICE PAYMENT 2	Open	<u>19,936.77</u>	0.00		
			26,138.74			
PEN00040	PENNONI ASSOCIATES INC.					
23-01162	12/08/22 GENERAL ENGINEERING SERVICES	Open	3,325.00	0.00		
PES00010	PEST PROFESSIONALS					
23-01119	11/22/22 NOVEMBER 22 PEST CONTROL	Open	165.00	0.00		

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
PETTY005	PETTY CASH	23-01172	12/09/22	VARIOUS SUPPLIES	Open	46.05	0.00		
PIT00040	PITNEY BOWES INC.	23-01136	11/30/22	SUPPLIES FOR MAIL MACHINE	Open	241.97	0.00		
PIT00050	PITNEY BOWES GLOBAL FINANCIAL	23-01124	11/28/22	PAYMENT OF LEASE AGREEMENT	Open	261.45	0.00		
PRI00060	PRIME LUBE, INC.	23-01086	11/17/22	DEF FLUID: ALL VEHICLES	Open	1,764.00	0.00		
SEW00020	SEWER EQUIPMENT COMPANY	23-01095	11/18/22	REPLACE WORN/DAMAGED PLUGS	Open	521.10	0.00		
SMI00020	SMITH JAY	23-01138	11/30/22	PRESCRIPTIONS: J.SMITH	Open	82.80	0.00		
STA00115	ST OF NJ RETIREE HEALTH CARE	23-01135	11/30/22	DECEMBER 22 RETIREE'S H/C BILL	Open	20,896.59	0.00		
STA00125	ST OF NJ ACTIVE HEATHLH	23-01144	12/01/22	DECEMBER 22 ACTIVE H/C BILL	Open	53,057.88	0.00		
SWKTE005	SWK TECHNOLOGIES INC	23-00814	09/09/22	WARRANTY EXTENSION FOR SERVER	Open	1,204.26	0.00		
		23-01088	11/17/22	NOVEMBER 22 IT SUPPORT	Open	1,100.23	0.00		
						2,304.49			
TRE00040	TREASURER - STATE OF NJ	23-01082	11/15/22	5 YR PERMIT RENEWAL: FUEL TANK	Open	885.00	0.00		
WAD00010	WADE, LONG & WOOD,& LONG LLC	23-01142	12/01/22	NOV 22 LEGAL SERVICES	Open	1,798.00	0.00		
WASTE005	WASTE MANAGEMENT OF NJ	23-01099	11/21/22	DECEMBER 22 TRASH REMOVAL	Open	251.71	0.00		
WBMAS005	WB MASON CO INC	23-01076	11/14/22	OFFICE SUPPLIES	Open	466.48	0.00		
XYL00010	XYLEM SHARED SERVICE	23-00342	05/17/22	LAKESIDE P.S.	Open	4,466.00	0.00		
Total Purchase Orders:		74	Total P.O. Line Items:		0	Total List Amount:	176,360.75	Total Void Amount:	0.00

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

Include Project Line Items: Yes
 First Enc Date Range: First to 02/28/23
 Prior Year Only: N

Open: N Paid: N Void: N
 Rcvd: N Held: N Aprv: Y
 Bid: Y State: Y Other: Y Exempt: Y

Vendor #	Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
AQU00010	AQUA NEW JERSEY	23-01068	11/14/22	MONTHLY WATER SERVICE	Open	255.75	0.00		
ATL00020	ATLANTIC CITY ELECTRIC	23-01069	11/14/22	MONTHLY ELECTRIC SERVICE	Open	1,921.97	0.00		
COM00020	COMCAST	23-01070	11/14/22	NOVEMBER 22 PHONE & INTERNET	Open	412.97	0.00		
NJ000090	N.J. AMERICAN WATER CO.	23-01071	11/14/22	MONTHLY WATER SERVICE	Open	19.85	0.00		
PSE00040	PSE&G	23-01073	11/14/22	MONTHLY ELECTRIC SERVICE	Open	5,210.81	0.00		
STA00040	STAPLES CREDIT PLAN	23-01072	11/14/22	VARIOUS SUPPLIES	Open	54.99	0.00		

Total Purchase Orders: 6 Total P.O. Line Items: 0 Total List Amount: 7,876.34 Total Void Amount: 0.00

Transfer List View | Upcoming Transfers



FNJ - GLOUCESTER TOWNSHIP MUA - 210743387

ID	Transfer Date	Amount	Debit Currency	Status	From Account Name	From Account Number	To Account Name	To Account Number	Transfer Ref	Template Code	Entry Method	Possible Duplicate
1756	11/15/2022	453.57	USD	Bank Confirmed	OPERATING		PAYROLL				Freeform	No
1754	11/15/2022	50,128.18	USD	Bank Confirmed	OPERATING		PAYROLL				Freeform	No

REPORT TOTALS

Transfers		Total Credit Amount	Payments
Transfers	(USD to USD)	50,581.75 USD	2

Transfer List View | Upcoming Transfers



FNJ - GLOUCESTER TOWNSHIP MUA - 210743387

ID	Transfer Date	Amount	Debit Currency	Status	From Account Name	From Account Number	To Account Name	To Account Number	Transfer Ref	Template Code	Entry Method	Possible Duplicate
1762	11/22/2022	44,190.83	USD	Bank Confirmed	OPERATING		PAYROLL				Freeform	No
1760	11/22/2022	597.10	USD	Bank Confirmed	OPERATING		PAYROLL				Freeform	No
1758	11/22/2022	465.23	USD	Bank Confirmed	OPERATING		PAYROLL				Freeform	No

REPORT TOTALS

Transfers		Total Credit Amount	Payments
Transfers	(USD to USD)	45,253.16 USD	3

Transfer List View | Upcoming Transfers



FNJ - GLOUCESTER TOWNSHIP MUA - 210743387

ID	Transfer Date	Amount	Debit Currency	Status	From Account Name	From Account Number	To Account Name	To Account Number	Transfer Ref	Template Code	Entry Method	Possible Duplicate
1768	11/29/2022	46,035.07	USD	Approved	OPERATING		PAYROLL				Freeform	No
1766	11/29/2022	471.06	USD	Bank Confirmed	OPERATING		PAYROLL				Freeform	No

REPORT TOTALS

Transfers		Total Credit Amount	Payments
Transfers	(USD to USD)	46,506.13 USD	2

Transfer List View | Upcoming Transfers



FNJ - GLOUCESTER TOWNSHIP MUA - 210743387

ID	Transfer Date	Amount	Debit Currency	Status	From Account Name	From Account Number	To Account Name	To Account Number	Transfer Ref	Template Code	Entry Method	Possible Duplicate
1772	12/06/2022	506.05	USD	Bank Confirmed	OPERATING		PAYROLL				Freeform	No
1770	12/06/2022	47,229.26	USD	Bank Confirmed	OPERATING		PAYROLL				Freeform	No

REPORT TOTALS

Transfers	Total Credit Amount	Payments
Transfers (USD to USD)	47,735.31 USD	2

Transfer List View | Upcoming Transfers

FNJ - GLOUCESTER TOWNSHIP MUA - 210743387

ID	Transfer Date	Amount	Debit Currency	Status	From Account Name	From Account Number	To Account Name	To Account Number	Transfer Ref	Template Code	Entry Method	Possible Duplicate
1776	12/07/2022	41,328.95	USD	Bank Confirmed	OPERATING		PAYROLL				Freeform	No
1774	12/07/2022	383.61	USD	Bank Confirmed	OPERATING		PAYROLL				Freeform	No

REPORT TOTALS

Transfers	Total Credit Amount	Payments
Transfers (USD to USD)	41,712.56 USD	2

Resolution-R-12-22-105

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

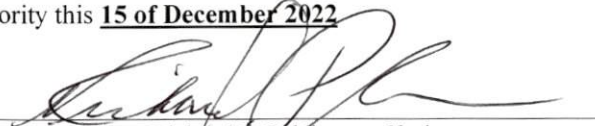
BE IT FURTHER RESOLVED THAT such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

AMOUNT	NAME	PURPOSE
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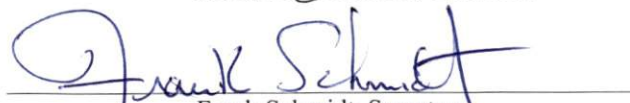
As Per Attached: \$53,714.75

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 15 of December 2022



Richard P. Calabrese, Chairman

ATTEST:


Frank Schmidt, Secretary

I hereby certify that the foregoing is a true and exact copy of a resolution introduced and adopted by The Gloucester Township Municipal Utilities Authority at a meeting held on December 15, 2022

Dated: December 15, 2022


Marlene Hrynio, Administrative Secretary

Resolution-R-12-22-106

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

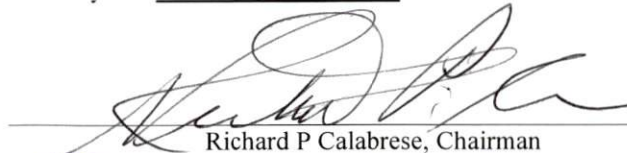
BE IT FURTHER RESOLVED THAT such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

AMOUNT	NAME	PURPOSE
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As Per Attached: \$4,773.00

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 15 of December 2022


Richard P Calabrese, Chairman

ATTEST:


Frank Schmidt, Secretary

I hereby certify that the foregoing is a true and exact copy of a resolution introduced and adopted by The Gloucester Township Municipal Utilities Authority at a meeting held on December 15, 2022

Dated: December 15, 2022


Marlene Hrynio, Administrative Secretary

PTS Prepared

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 02/28/23 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								
		23-00953	10/14/22	FORM C APPLICATION	Open	1,170.00	0.00		
		23-01058	11/10/22	FORM C APPLICATION	Open	195.00	0.00		
						<u>1,365.00</u>			

Total Purchase Orders: 2 Total P.O. Line Items: 0 Total List Amount: 1,365.00 Total Void Amount: 0.00

**THE GLOUCESTER TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY**

**RESOLUTION AUTHORIZING THE EXTENSION AND RENEWAL
OF THE 2023 SHARED SERVICES GLOBAL AGREEMENT WITH THE TOWNSHIP OF
GLOUCESTER FOR RECYCLING OF GLASS, PAPERS, PLASTICS AND CANS, AND
CONTINUATION OF THE COMPOST FACILITY PROGRAM AND CONTINUATION OF
THE GRASS AND LEAF COLLECTION AND DISPOSAL PROGRAM**

R-12-22-107

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

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

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

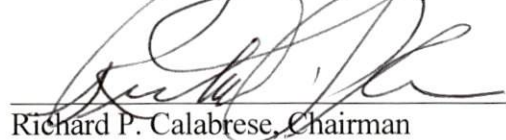
NOW THEREFORE, BE IT RESOLVED, by the Gloucester Township Municipal Utilities Authority, a body corporate and politic, as follows:

1. The Chairman and/or Executive Director are hereby authorized to execute an extension for a term of one (1) year (January 1, 2023 through December 31, 2023) of the Shared Services Global Agreement by and between the Gloucester Township Municipal Utilities Authority and the Township of Gloucester in a form similar to that attached hereto and made a part hereof upon final approval by the Authority Solicitor.
2. The Shared Services Global Agreement shall be placed on file in the office of the Gloucester Township Municipal Utilities Authority and made available for public inspection upon execution.

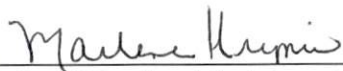
ATTEST:


Frank Schmidt, Secretary

**THE GLOUCESTER TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY**


Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of December 15, 2022.



Marlene Hrynio, Administrative Secretary

Dated: December 15, 2022

SHARED SERVICES AGREEMENT

THIS AGREEMENT dated 1st day of January, 2023, by and between the **TOWNSHIP OF GLOUCESTER**, a municipal corporation of the State of New Jersey, with its principal place of business at Chews Landing Road, P.O. Box 8, Blackwood, New Jersey 08012, (hereinafter referred to as "**Township**") and the **GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**, a body corporate and politic, with its principal place of business located at 401 W. Landing Road, P.O. Box 216, Glendora, New Jersey 08029 (hereinafter referred to as "**Authority**");

WITNESSETH

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

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

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

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

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

I. OPERATION OF THE COMPOSTING FACILITY

A. BACKGROUND

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

B. TERMS AND CONDITIONS OF COMPOST FACILITY AGREEMENT

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

2. The Township will provide all funds required in order to purchase any and all equipment necessary for the operation of the Compost Facility. The Authority will advise the Township of the equipment needed. The Township will lease said equipment to the Authority for One Dollar (\$1.00) per year. The parties acknowledge that the cost of the required equipment, specifically the screener and windrow turner, as well as other allocable cost as of the date of this Agreement, is \$1,306,881.17. The Township shall be obligated to pay its share of the yearly debt service payment directly to the Authority for the aforementioned equipment. The parties agree that the amount of the payment during the term of this Agreement is \$79,009.00. Attached hereto and incorporated herein is an itemized list of the equipment required for the operation of the compost facility as prepared by the Authority. The Township also agrees to fund the purchase of certain capital items as set forth in the attached "Authority Capital Budget and Capital Improvement Plan, Fiscal Period Ending February 29, 2024" attached as Exhibit "A".

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

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

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

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

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

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

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

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

11. As set forth in Section II, B. 7. of this Agreement, the Authority shall add or subtract appropriately to the Township any and all revenues gained from the Compost Facility operations, after deduction of the Authority's cost of operation of the Compost Facility. Upon termination of this Inter-local Services Agreement, any unexpended funds shall be returned to the Township within sixty (60) days of termination.

12. For the year ending December 31, 2023, the parties agree to the following funding:

A. The Compost Facility's Operating budget for Fiscal year 2023-2024 is \$551,350.00, excluding the Township's share of the 2008 NJEIT debt service obligation.

B. The anticipated revenue for FY 2023-2024 as determined by the Authority Administration is \$315,000.00.

C. The calculation of the amount due from the Township for the year ending 2023-2024 for the Compost Facility operating budget is as follows:

\$551,350.00	Compost Facility Operating Budget FY 2023-2024
<u>-\$315,000.00</u>	
<u>\$236,350.00</u>	Amount Due from Township to GTMUA for Compost Facility Operating Budget for FY 2023- 2024 or \$19,696.00 per month.

II. GRASS AND LEAF COLLECTION AND DISPOSAL PROGRAM

A. BACKGROUND

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

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

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

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

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

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

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

5. The Township shall agree to pay or reimburse the Authority for the actual cost of said grass and leaf collection, compost, and disposal operation collectively known as "the grass and leaf collection operation". The actual cost for operation of the grass and leaf collection and disposal by the Compost Facility for the fiscal year 2023-2024 shall be \$758,931.00. The Township will be informed of any liabilities due to the Township as set forth in the audit report

as of February 28, 2023 of the Authority to determine how the Township would like to address the liabilities.

6. The Township shall agree to pay and reimburse the Authority one-twelfth (1/12) of the said estimated and agreed upon annual operating budget for this grass and leaf collection operation or \$63,245.00 beginning January 1, 2023 and the first day of each month thereafter until December 31, 2023 when the last payment is due.

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

8. Any vehicles, equipment or machinery purchased or leased by the Authority for this grass and leaf collection operation, shall be approved by the Township and the cost thereof shall be included in the annual operating budget. The Township recognizes that the Authority presently utilizes five (5) vehicles in the performance of this contract and these vehicles are essential to the efficient performance by the Authority.

9. The Township shall maintain a contingency fund for any possible major repairs (major repairs are those exceeding \$500.00 excluding items of routine maintenance, repairs and

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

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

A. BACKGROUND

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

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

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

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

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

4. The Township shall agree to pay or reimburse the Authority for the actual cost of said recycling collection and disposal operation for the term of the Contract, but not to exceed \$1,011,650.00.

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

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

7. The Township shall agree to pay and reimburse the Authority one-twelfth (1/12) of said estimated annual operating budget or \$84,304.00 for this collection and disposal operation beginning January 1st of each calendar year and continuing on a month-to-month basis until December 31st of the succeeding year, when the last payment is due.

IV. OTHER GENERAL CONDITIONS

A. TERMS

1. This Agreement shall be for a one (1) year time period, commencing on January 1, 2023 through December 31, 2023. This Agreement shall automatically renew on a year-to-year basis, unless sixty (60) days written notice by either party to the other of the intent to terminate said Agreement. Upon receipt of such written notice to terminate, this Agreement will expire at the end of the annual time period and shall become null and void and of no further legal effect.

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

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

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

5. In the event that any provisions of this Agreement shall, for any reason, be determined to be invalid, illegal or unenforceable in any respect, the parties hereto shall negotiate in good faith and agree to such amendments, modifications or supplements of or to this Agreement or such other appropriate actions as to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the parties' reflected herein,

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

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

ATTEST:

TOWNSHIP OF GLOUCESTER

NANCY POWER
TOWNSHIP CLERK

BY: _____
DAVID R. MAYER, MAYOR

ATTEST:

**GLOUCESTER TOWNSHIP MUNICIPAL
UTILITIES AUTHORITY**

MARLENE HRYNIO
ADMINISTRATIVE SECRETARY

RICHARD P. CALABRESE
CHAIRMAN

EXHIBIT "A"



State of New Jersey

PHILLIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

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

CATHERINE R. MCCABE
Acting Commissioner

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

March 29, 2018

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

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

Dear Mr. Carr,

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

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

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

Sincerely,

Karen Kloof, Chief
Bureau of Recycling & Hazardous Waste Management

c: *Tom Farrell, Bureau Chief, Compliance and Enforcement
*William Everett, Supervisor, Solid Waste Compliance and Enforcement
*Michael Hansen, Solid Waste Compliance and Enforcement
Frank Piliere, Supervisor, Bureau of Recycling & Hazardous Waste Management
*Eleanor Krukowski, Bureau of Non-Point Pollution Control
*Keith Vaughn, Bureau of Water Compliance & Enforcement
*Jack Sworaski, Camden County Solid Waste Management Coordinator
Camden County CEHA Agent
Nancy Power, Municipal Clerk, Township of Gloucester
Thomas Lisse, PE, Pennoni Associates Inc., 515 Grove St. Suite 1B, Haddon Heights, NJ
08035

*Sent via email



State of New Jersey

PHILLIP D. MURPHY
Governor

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

CATHERINE R. MCCABE
Acting Commissioner

SHEILA Y. OLIVER
Lt. Governor

RECYCLING CENTER GENERAL APPROVAL
FOR CLASS C RECYCLABLE MATERIALS


Gloucester Township MUA

Facility Type: Class C Recycling
Lot & Block Nos.: Block 1402, Lot 3 and Block 2401, Lots 1 & 3
Municipality: Township of Gloucester
County: Camden
Facility No.: 132029
Permit No.: CCG170002

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

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

March 29, 2018
Issuance Date



Karen Kloo, Chief
Bureau of Recycling &
Hazardous Waste Management

March 29, 2023
Expiration Date

Scope of Approval

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

Regulated Activities at the Facility

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

Facility Description

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

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

Approved General Approval Application and Associated Documents

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

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

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

GLOUCESTER TWP MUA COMPOST
132029 CCG170002 Class C Recycling Ctr Approval -Renewal
Requirements Report

Subject Item: PI 132029 -

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

GLOUCESTER TWP MUA COMPOST
132029 CCG170002 Class C Recycling Ctr Approval -Renewal
Requirements Report

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

GLOUCESTER TWP MUA COMPOST
132029 CCG170002 Class C Recycling Ctr Approval -Renewal
Requirements Report

Subject Item: PI 132029 -

20. The Department may revoke this general approval upon a determination that the holder of the general approval has committed any of the acts which are criteria for denial of a general approval set forth in N.J.A.C. 7:26A-3.12. [N.J.A.C. 7:26A- 3.13(a)8]
21. This general approval shall not be transferred to a new owner or operator without the Department's prior approval. [N.J.A.C. 7:26A- 3.15(a)]
22. A written request for permission to allow a transfer of this general approval must be received by the Department at least 60 days in advance of the proposed transfer of ownership or operational control of the recycling center. The request for approval shall include the following: the name, address and social security number of all prospective new owners or operators; a written certification by the proposed transferee that the terms and conditions contained in the general approval will be met by the proposed transferee; and a written agreement between the current owner or operator of the recycling center and the proposed new owner or operator containing a specific future date for transfer of ownership or operational control. [N.J.A.C. 7:26A- 3.15(a)1]
23. A new owner or operator may commence operations at the recycling center only after the existing approval has been revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A- 3.15(a)2]
24. The holder of this general approval remains liable for ensuring compliance with all conditions of the approval unless and until the existing approval is revoked and a new approval is issued to the new owner or operator pursuant to N.J.A.C. 7:26A-3.5. [N.J.A.C. 7:26A- 3.15(a)3]
25. Compliance with the transfer requirements set forth at N.J.A.C. 7:26A-3.15 shall not relieve the holder of this general approval from the separate responsibility of providing notice of such transfer pursuant to the requirements of any other statutory or regulatory provision. [N.J.A.C. 7:26A- 3.15(a)4]
26. The transfer of a controlling interest in the stock or assets of the recycling center that is the subject of this general approval shall constitute a transfer of this general approval. [N.J.A.C. 7:26A- 3.15(b)]
27. The holder of this general approval shall maintain a daily record of the amounts of each recyclable material by type and municipality of origin which are received, stored, processed or transferred each day, expressed in tons, cubic yards, cubic feet or gallons. Those operators specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A- 3.17(a)1]
28. The holder of this general approval shall maintain a daily record of the name, address and telephone number of the end-markets for all recyclable materials transported from the recycling center, including the amounts, in tons, cubic yards, cubic feet or gallons, transported to each end-market. Those persons specifying this information in cubic yards shall also indicate the conversion ratio of the materials from cubic yards to tons. [N.J.A.C. 7:26A- 3.17(a)2]
29. The holder of this general approval shall maintain a daily record of the amount of residue disposed of, expressed in tons, cubic yards, cubic feet or gallons, including the name and New Jersey Department of Environmental Protection solid waste registration number of the solid waste collector/hauler contracted to provide the haulage/disposal service. Those persons specifying the amount of residue in cubic yards shall also indicate the conversion ratio of the residue from cubic yards to tons. [N.J.A.C. 7:26A-3.17(a)3]

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

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38. The right of entry specified at N.J.A.C. 7:26A-1.7(a) shall be limited to normal operating hours for the purpose of reviewing and copying all applicable records, which shall be made available to the Department during an inspection and submitted to the Department upon request. [N.J.A.C. 7:26A-1.7(b)]
 39. The facility shall comply with the general operating requirements for all Recycling Centers as provided at N.J.A.C. 7:26A-4.1. [N.J.A.C. 7:26A- 4]
 40. Upon notification from the Department that a State of Emergency, which may impact the facility's operations, has been declared by the Governor pursuant to the New Jersey Disaster Control Act at N.J.S.A. App. A:9-30 et seq., the permittee shall provide to the Division of Solid and Hazardous Waste a daily report on the operational status of the facility and the quantity of wastes received during the previous operating day or any other relevant information requested pursuant to N.J.S.A. App. A:9-36. The status report shall be submitted electronically to solidwasteemergencies@dep.nj.gov, or as otherwise directed by the Department, on forms, or in the format, provided by the Department and in compliance with the time frames established by the Department after the State of Emergency declaration. The status reports shall be submitted daily until the permittee is informed by the Department that the reports are no longer required for that State of Emergency. [N.J.A.C. 7:26A- 3.5(e)]
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Subject Item: RCCG832948 - Class C General Conditions

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

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Subject Item: RCCG832948 - Class C General Conditions

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

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

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

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

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Subject Item: RCCG832948 - Class C General Conditions

55. Any suspected or prohibited hazardous waste, as defined at N.J.A.C. 7:26G-5, found in a load accepted at the recycling center shall not be returned to the generator. Such materials shall be segregated and stored in a secure manner and shall be immediately reported to the N.J.D.E.P. Environmental Action Hotline at 1-877-927-6337. The owner/operator of the recycling center shall secure the name of the collector/hauler suspected of delivering such waste to the facility and related information surrounding the incident, if available, and shall make this information known to N.J.D.E.P. enforcement personnel. Such material may be returned to a known generator, provided that specific permission to do so is received by the owner/operator after contacting 1-877-927-6337. Otherwise, the owner/operator shall dispose of the unauthorized waste in accordance with instructions received from the Department. [N.J.A.C. 7:26A- 3 .5(e)]
 56. In case of conflict, the provisions of N.J.A.C. 7:26A-1 et seq. shall have precedence over the conditions of this Approval, and the conditions of this Approval shall have precedence over plans and specifications listed above. [N.J.A.C. 7:26A- 3.5(e)]
 57. Pursuant to N.J.A.C. 7:26A-3.2(a)18, the holder of the general approval shall ensure that all recycling activities authorized by this general approval are conducted in full compliance with the applicable Storm Water management rules at N.J.A.C. 7:8-5 and 6 and the Pollutant Discharge Elimination System rules at N.J.A.C. 7:14A-24 and 25. In the event that compliance with the above rules require changes to the site plan or any operations authorized by this general approval, the holder of the general approval shall submit a modification application including a revised site plan within thirty (30) days of receiving all approvals/permits from the Department's Division of Water Quality to the Bureau of Recycling & Hazardous Waste Management for review and approval. [N.J.A.C. 7:26A- 3.5(e)]
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Subject Item: RCCG832949 - General Yard Waste Conditions

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

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Subject Item: RCCG832949 - General Yard Waste Conditions

64. The recycling center shall publish a notice of closure in a newspaper of general circulation in the district where the recycling center is located and in districts or communities sending at least 25 percent of their yard trimmings to the recycling center. Such notice shall be published at least 30 days prior to closure. [N.J.A.C. 7:26A- 4.5(a)10]
 65. Within 30 days of ceasing operation, all residuals, unprocessed Class C recyclable materials and recyclables shall be removed from the site and recycled or disposed as appropriate and the recycling center shall arrange for a final cleaning of any containers, equipment, machines, floors and recycling center surfaces in which Class C recyclable materials or residue was processed or stored. [N.J.A.C. 7:26A-4.5(a)11]
 66. The Department shall determine that a recycling center is considered closed when all the requirements of the closure plan have been met. [N.J.A.C. 7:26A- 4.5(a)12]
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Subject Item: RCCG832950 - Yard Compost Conditions

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

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Subject Item: RCCG832950 - Yard Compost Conditions

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

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

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

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Subject Item: RCCG832950 - Yard Compost Conditions

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

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

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

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Subject Item: RCCG832950 - Yard Compost Conditions

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

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Subject Item: RCCG832950 - Yard Compost Conditions

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

EXHIBIT "B"



**AUTHORITY CAPITAL BUDGET
AND CAPITAL IMPROVEMENT PLAN
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
FISCAL PERIOD ENDING FEBRUARY 29, 2024
PROPOSED YEAR'S CAPITAL PLAN FUNDING SOURCES - SOLID WASTE OPERATIONS**

<u>Projects</u>	<u>Estimated Total Costs</u>	<u>Twp of Gloucester Debt Authorized</u>	<u>Twp. of Gloucester</u>
A. RECYCLE TRUCK	\$310,000	\$0	\$310,000
B. RECYCLE CARTS	\$32,000	\$0	\$32,000
C. PACKER (w/CART TIPPERS)	\$200,000	\$0	\$200,000
D. PACKER (GRASS/LEAF)	\$175,000	\$0	\$175,000
E. DUMP TRUCK (30 YD)	\$0	\$0	\$0
F. LOADER	\$250,000	\$0	\$250,000
G. PICK-UP F-150	\$0	\$0	\$0
H. MISC. CAPITAL/ SITE MAINTENANCE	\$20,000	\$0	\$20,000
I. VEHICLE TRACKING HARDWARE & SOFTWARE	\$15,000	\$0	\$15,000
J. SCREENER	\$0	\$0	\$0
K. TURNER	\$0	\$0	\$0
TOTAL	<u>\$1,002,000</u>	<u>\$0</u>	<u>\$1,002,000</u>



**AUTHORITY CAPITAL BUDGET
AND CAPITAL IMPROVEMENT PLAN
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
FISCAL PERIOD ENDING FEBRUARY 29, 2024
5-YEAR CAPITAL PLAN - SOLID WASTE OPERATIONS**

<u>Projects</u>	<u>Total Costs</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>
A. RECYCLE TRUCK	\$ 930,000.00	\$ 310,000.00	\$ -	\$ 310,000.00	\$ -	\$ 310,000.00
B. RECYCLE CARTS	\$ 160,000.00	\$ 32,000.00	\$ 32,000.00	\$ 32,000.00	\$ 32,000.00	\$ 32,000.00
C. PACKER (w/CART TIPPER)	\$ 400,000.00	\$ 200,000.00	\$ -	\$ -	\$ 200,000.00	\$ -
D. PACKER (GRASS/LEAF)	\$ 525,000.00	\$ 175,000.00	\$ 175,000.00	\$ -	\$ -	\$ 175,000.00
E. DUMP TRUCK (30YD)	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ 250,000.00
F. LOADER	\$ 250,000.00	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -
G. PICK-UP F-150	\$ 30,000.00	\$ -	\$ -	\$ 30,000.00	\$ -	\$ -
H. MISC. CAPITAL/ SITE MAINTENANCE	\$ 60,000.00	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ 20,000.00
I. VEHICLE TRACKING HARDWARE & SOFTWARE	\$ 15,000.00	\$ 15,000.00	\$ -	\$ -	\$ -	\$ -
J. SCREENER	\$ 900,000.00	\$ -	\$ -	\$ -	\$ -	\$ 900,000.00
K. TURNER	\$ 1,000,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,000,000.00
TOTAL	\$ 4,520,000.00	\$ 1,002,000.00	\$ 207,000.00	\$ 392,000.00	\$ 232,000.00	\$ 2,687,000.00

RESOLUTION
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION AWARDING THE AUTHORITY INSURANCE CONTRACT TO
WILLIS OF NEW JERSEY, INC.,
FOR A ONE (1) YEAR TERM COMMENCING 1/1/23

R-12-22-108

WHEREAS, the Gloucester Township Municipal Utilities Authority ("GTMUA/Authority"), County of Camden and State of New Jersey has solicited Request for Proposals for insurance coverage for a one (1) year term commencing January 1, 2023 and ending January 1, 2024 pursuant to the New Jersey Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority that this contract is awarded without competitive bidding as an extraordinary unspecifiable service in accordance with N.J.S.A. 40A:11-5 of the Local Public Contracts Law to Willis of New Jersey, Inc. for General Liability, Auto & Umbrella, Excess Liability and Public Officials Liability for an amount not to exceed \$145,000.00, to the extent not already included; and

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

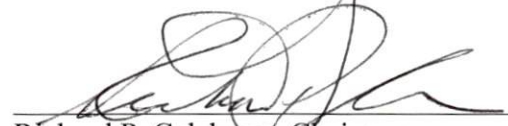
BE IT FURTHER RESOLVED, that a copy of this Resolution and Contract shall remain on file and available for public inspection.

BE IT FURTHER RESOLVED, that the Gloucester Township Municipal Utilities Authority certifies that funds are available for payment of this Contract. The amount to be expended under this contract shall not exceed \$145,000.00. Funds will be charged against the Sewer and Solid Waste Operating Funds.

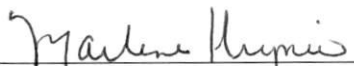
ATTEST:

**THE GLOUCESTER TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY**


Frank Schmidt, Secretary


Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of December 15, 2022.


Marlene Hrynio, Administrative Secretary

Dated: December 15, 2022

GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

PRESENTED BY: WILLIS OF NEW JERSEY INC
P.O. BOX 5002
SHORT HILLS, NJ 07078-5002
973.539.1923

EFFECTIVE DATE: 01/01/2023

This quote proposal is valid until the proposed effective date.

PROPOSAL DATE: 12/09/2022



Glatfelter™
PUBLIC ENTITIES

PREMIUM SUMMARY

GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY (NJ) C46246

	<u>Premium</u>
Property.....	\$33,792
Crime.....	\$819
Inland Marine.....	\$4,365
Auto.....	\$56,438
General Liability	\$16,701
Law Enforcement Activity Liability	Not Quoted
Public Officials and Management Liability	\$5,916
Educators Legal Liability	Not Quoted
Cyber Liability and Privacy Crisis Management Expense.....	Included
Excess Liability	\$25,628
Total Estimated Annual Premium	\$143,659
<i>(excludes state-imposed taxes, surcharges and fees)</i>	
Total of all Taxes, Surcharges and Fees	\$717.81

RESOLUTION
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
COUNTY OF CAMDEN, STATE OF NEW JERSEY
RESOLUTION AWARDING AUTHORITY ENVIRONMENTAL POLLUTION
COVERAGE, WILLIS OF NEW JERSEY, INC.
(HARTFORD/NAVIGATORS ENVIRONMENTAL)
FOR A THREE YEAR TERM

R-12-22-109

WHEREAS, the Gloucester Township Municipal Utilities Authority ("GTMUA" and/or "Authority"), County of Camden and State of New Jersey had previously solicited Request for Proposals for insurance coverage to include an option for Environmental Pollution Insurance pursuant to the New Jersey Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

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

WHEREAS, the Insurance Contract awarded to Willis of New Jersey, Inc. on December 15, 2022, for the placement of General Liability, Umbrella and Employment Practices coverage did not include the option for Environmental Pollution Insurance; and

WHEREAS, the GTMUA has evaluated and studied the need to secure and obtain insurance coverage for Environmental Pollution; and

WHEREAS, the duly appointed insurance broker for the Authority, Willis of New Jersey, Inc., has submitted additional proposals from various companies for Environmental Pollution Insurance coverage which have been reviewed by the Authority Solicitor and the Authority's Insurance Committee; and

WHEREAS, after due deliberation and opportunity for discussion, the Commissioners have determined that it is in the best interest of the Authority to secure Environmental Pollution Insurance coverage through the Authority's existing broker contract with Willis of New Jersey, Inc., with Hartford/Navigators Environmental.

NOW, THEREFORE, BE IT RESOLVED by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority that this contract is awarded without competitive bidding as an extraordinary unspecifiable service in accordance with N.J.S.A. 40A:11-5 of the Local Public Contracts Law to Willis of New Jersey, Inc., which shall be authorized to secure Environmental Pollution Insurance coverage with Hartford/Navigators Environmental, for a three year term, in the amount not to exceed \$25,200.00 plus applicable NJ PLIGA tax & Terrorism, to the extent not already included; and

BE IT FURTHER RESOLVED, that notice of this action shall be printed one (1) time within twenty (20) days of its passage in an authorized official newspaper of the Authority; and

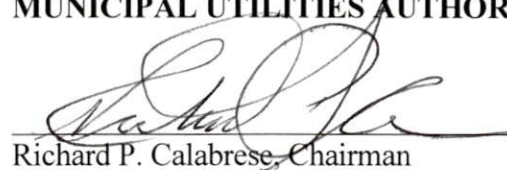
BE IT FURTHER RESOLVED, that a copy of this Resolution and Contract shall remain on file and available for public inspection.

BE IT FURTHER RESOLVED, that the Gloucester Township Municipal Utilities Authority certifies that funds are available for payment of this Contract. The amount to be expended under this contract shall not exceed \$25,200.00 plus applicable NJ PLIGA tax & Terrorism. Funds will be charged against the Sewer Operating Account.

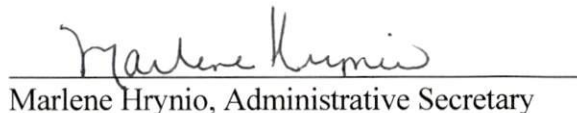
ATTEST:

**THE GLOUCESTER TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY**


Frank Schmidt, Secretary


Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of December 15, 2022.


Marlene Hrynio, Administrative Secretary

Dated: December 15, 2022



From: Jamie Grant
(212) 613-4316
Jamie.Grant@thehartford.com

Date: December 5, 2022

To: Jackline Mbeche
WILLIS OF NEW JERSEY INC (SHORT HILLS, NJ)
150 JOHN F KENNEDY PKWY 520
SHORT HILLS, NJ 07078

Via Email: jackline.mbeche@willistowerswatson.com

Site Pollution Liability Toolkit II Quotation

Dear Jackline:

Thank you for the opportunity to offer The Hartford Environmental Quotation for Gloucester Township Municipal Utilities Authority. Our Quotation is as follows:

Renewal Of: NY20ESPZ057CKIC
Named Insured: Gloucester Township Municipal Utilities Authority
401 W. Landing Road
Blackwood, NJ 08029
Company: Navigators Insurance Company
One Penn Plaza, 50th Floor
New York, NY 10119

Navigators Insurance Company Rated 'A+' (Superior) by A.M. Best

Policy Coverage: Environmental Site Pollution Liability Toolkit II (05/19)



From: Jamie Grant
 (212) 613-4316
 Jamie.Grant@thehartford.com

ONLY THOSE COVERAGES SCHEDULED BELOW WITH ACTUAL LIMITS OF LIABILITY ARE INCLUDED IN THIS PREMIUM INDICATION						
Option 1: Coverages & Limits of Liability ¹						
Policy Coverage Type:	Operational					
Coverage	Each Occurrence	Coverage Section Aggregate	Policy Aggregate	Deductible	Policy Term (Yrs)	Premium Excluding TRIA
A – Pollution Liability for Your Insured Sites	\$1,000,000	\$1,000,000	\$1,000,000	\$10,000	3 years	\$24,977
B – Pollution Liability for Your Off-Site Activities	\$1,000,000	\$1,000,000		\$10,000		
Supplemental Claim Expense Limit:	\$250,000		Fungus/ Legionella Deductible:			
Policy Period:	1/1/2023 to 1/1/2026					
Option 1 Comments:						

1: All coverages, limits, sub-limits and endorsements referenced herein are subject to (and not in addition to) the Policy Aggregate Limit shown above. The limits on multi-year policies do not reinstate annually.

Claims-Made Coverage Retroactive Date(s):

Coverage Elements	Retroactive Date(s)
Coverage A	5/4/2011
Coverage B	5/4/2011

Coverage A - Insured Site(s)

*See Endorsement

Minimum Earned Premium: 25.00%
 Broker Commission: 17.50%

RESOLUTION
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION AWARDING THE AUTHORITY WORKMAN'S COMPENSATION
INSURANCE CONTRACT TO
WILLIS OF NEW JERSEY, INC. (NJM INSURANCE GROUP),
FOR A ONE (1) YEAR TERM COMMENCING 1/1/23

R-12-22-110

WHEREAS, the Gloucester Township Municipal Utilities Authority ("GTMUA/Authority"), County of Camden and State of New Jersey has solicited Request for Proposals for workman's compensation insurance coverage for a one (1) year term commencing January 1, 2023 and ending January 1, 2024 pursuant to the New Jersey Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

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

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

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

WHEREAS, after due deliberation and opportunity for discussion, the Commissioners have determined that it is in the best interest of the Authority to award the workman's compensation insurance contract to Willis of New Jersey, Incorporated/NJM Insurance Group.

NOW, THEREFORE, BE IT RESOLVED by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority that this contract is awarded without competitive bidding as an extraordinary unspecifiable service in accordance with N.J.S.A. 40A:11-5 of the Local Public Contracts Law to Willis of New Jersey, Inc./NJM Insurance Group for Workman's Compensation Insurance for an amount not to exceed \$71,500.00, to the extent not already included; and

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


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

BE IT FURTHER RESOLVED, that the Gloucester Township Municipal Utilities Authority certifies that funds are available for payment of this Contract. The amount to be expended under this contract shall not exceed \$71,500.00. Funds will be charged against the Sewer Operating Fund.

ATTEST:

**THE GLOUCESTER TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY**


Frank Schmidt, Secretary


Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of December 15, 2022.


Marlene Hrynio, Administrative Secretary

Dated: December 15, 2022

Gloucester Township Municipal Utilitie

Policy #: W42230-3

Effective: 01/01/2023

<u>Class Code</u>	<u>Payroll</u>	<u>Rate</u>	<u>Cost</u>
7580	\$1,207,600	5.24	\$63,278
8810	\$497,200	0.16	\$796

Part II – \$1,000,000/\$1,000,000/\$1,000,000	\$897
Total Subject Premium	\$64,971
2023 Experience Mod	INAPPLICABLE
Modified Premium	\$64,971
10% Schedule Rating Debit	\$6,497
Standard Premium	\$71,468
Premium Discount (7.8%)	(\$5,575)
Expense Constant	\$160
TRIA 3.00% per \$100 of Payroll	\$511
OCAT 1.00% per \$100 of Payroll	\$170
Earned Premium	\$66,734
NJSIFS 5.61%	\$3,645
NJUEFS 0.00%	\$0
Annual Cost Before Dividend	\$70,379
15% Dividend	(\$10,010) *
Annual Net Cost	\$60,369

* Any dividend will be a function of earned premium at final audit

This quote includes coverage for certain losses caused by war and terrorism. We are required to notify you of the portion of the premium, if any, attributable to the coverage for war and terrorist acts certified under the Terrorism Risk Insurance Act, as amended in 2021. The cost, if any, for this coverage, identified above as TRIA, is stated as a percentage of payroll.

Workers' compensation dividends have been declared each year since 1918 at a rate of never less than 10%. Dividends are subject to declaration by the Company's Board of Directors and are not guaranteed until declared.

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

R-12-22-111

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

WHEREAS, the Authority’s Board of Commissioners have recommended that Raymond J. Carr, Executive Director, be appointed as the Public Agency Compliance Officer for the GTMUA for calendar year 2023.

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

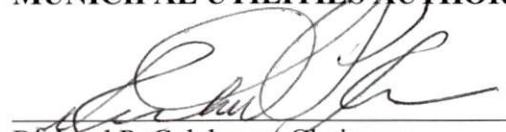
1. The provisions of the WHEREAS clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Chairman and Board members hereby appoint Raymond J. Carr, Executive Director, as Public Agency Compliance Officer for the Gloucester Township Municipal Utilities Authority.

ATTEST:

**THE GLOUCESTER TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY**



Frank Schmidt, Secretary



Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of December 15, 2022.



Marlene Hrynio, Administrative Secretary

Dated: December 15, 2022

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE & PROPERTY
CONTRACT COMPLIANCE AUDIT UNIT
EEO MONITORING PROGRAM

Print Form

Submit by Email

Designation Of Public Agency Compliance Officer (P.A.C.O)

The designated Public Agency Compliance Officer (P.A.C.O.) is:

Public Agency:	<u>Gloucester Township MUA</u>	Telephone:	<u>(856) 227-8666</u>
Name:	<u>Raymond J. Carr</u>	Fax:	<u>(856) 227-2869</u>
Title:	<u>Executive Director</u>	Email:	<u>rcarr@gtmua.com</u>
Business Address:	<u>P.O. Box 216</u>		
	<u>Glendora, NJ 08029</u>		

Current Highest Elected or Appointed Official: Richard P. Calabrese, Chairman

No Person currently serving as the P.A.C.O.

The P.A.C.O will be appointed at the next Board/Council meeting. A copy of the resolution designating the appointee will be sent to the Division of Purchase & Property, Contract Compliance Audit Unit, EEO Monitoring Program.

Additional technical assistance is required.

Public Agency Official Signature:



Please mail or fax form to:

RESOLUTION
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION AUTHORIZING THE ACCEPTANCE OF A PERFORMANCE
SURETY BOND, NUMBER CM101112,
IN LIEU OF A LETTER OF CREDIT PREVIOUSLY ISSUED,
FOR THE RESERVES @ INDEPENDENCE SQUARE (PHASE 3),
GLOUCESTER TOWNSHIP, NEW JERSEY

R-12-22-112

WHEREAS, the Gloucester Township Municipal Utilities Authority ("GTMUA/Authority") has received a request for the acceptance of a Performance Bond, In Lieu of a Letter of Credit previously accepted by the Authority (Phase 3); and

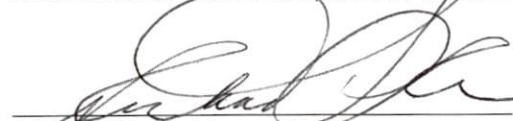
WHEREAS, Christopher F. Long, Esq., of Wade, Long, Wood & Long, ("WLW&L"), by letter dated December 1, 2022, attached hereto and made a part hereof, has reviewed the request and consents to the exchange.

NOW, THEREFORE, BE IT RESOLVED by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority that it hereby approves the acceptance of a Performance Bond, in lieu of a Letter of Credit previously issued (Phase 3), in accordance with the recommendation from "WLW&L", and hereby releases the previously accepted Letter of Credit.

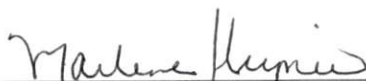
ATTEST:


Frank Schmidt, Secretary

**THE GLOUCESTER TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY**


Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of December 15, 2022.


Marlene Hrynio, Administrative Secretary
Dated: December 15, 2022

WADE, LONG, WOOD & LONG, LLC

Howard C. Long, Jr. †

Daniel H. Long †±◇

Christopher F. Long †◇

John A. Moustakas †◇

† Admitted to NJ Bar

± Admitted to Washington DC Bar

◇ Admitted to PA Bar

John D. Wade †

OF COUNSEL

Leonard J. Wood, Jr. †

OF COUNSEL

December 1, 2022

Marlene Hrynio, Administrative Secretary
Gloucester Township
Municipal Utilities Authority
Landing Road
P.O. Box 216
Glendora, New Jersey 08029

**Re: Performance Surety Bond
Independence Square Equities, LLC**

Dear Ms. Hrynio:

I have reviewed Performance Surety Bond No. CM101112, dated November 11, 2022, submitted for review by Independence Square Equities, LLC. ("Independence Square") in the amount of \$20,260.32, issued by First Indemnity of American Insurance Company ("First Indemnity") for The Reserves at Independence Square – Phase 3. I have also reviewed First Indemnity's Acknowledgment of Surety, Power of Attorney, Statement of Financial Condition as of December 31, 2021, and Surety Disclosure Statement and Certification.

The State of New Jersey has compiled a list of surety companies designated as acceptable to provide payment or performance/maintenance bonds as required by N.J.S.A. 2A:44-143 & 144. First Indemnity is listed as an approved surety (38326). Accordingly, First Indemnity is properly licensed by the State of New Jersey, Department of Banking and Insurance and is authorized to conduct business in the State of New Jersey.

Based upon my review and the foregoing information, it is my legal opinion that the Performance Surety Bond is in the appropriate form and is enforceable. As such, I recommend releasing the existing letter of credit and accepting the performance bond. Should you have any questions please do not hesitate to contact me.

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

Christopher F. Long

Christopher F. Long, Esq.

**FIRST INDEMNITY OF AMERICA
INSURANCE COMPANY
2740 Route 10 West, Suite 205, Morris Plains, NJ 07950
(973) 402-1200**

Block: 18302

Bond No. CM101112

Lots: 3

**The Reserves at Independence Square- Phase 3
(Letter of Credit No. 21-16)**

**STANDARD NEW JERSEY
PERFORMANCE SURETY BOND**

We, **Independence Square Equities, LLC a New Jersey Limited Liability Company**, having offices at 210 Ocean Avenue, Lakewood, NJ 08701, as **Principal and Noah Gordon as Co-Principal** and **FIRST INDEMNITY OF AMERICA INSURANCE COMPANY** having offices at **2740 Route 10 West, Suite 205, Parsippany New Jersey 07950**, a corporation duly licensed to transact a surety business in the State of New Jersey, as surety, are indebted to the municipality of **Gloucester Township Municipal Utilities Authority** in the County of Camden, Obligee in the sum of **Twenty Thousand, Two Hundred Sixty Thousand Dollars and Thirty-Two Cents (\$ 20,260.32)**, Dollars for which payment we bind ourselves and our respective heirs, legal representatives, successors, and assigns, jointly and severally.

October 5, 2022, applicant **Independence Square Equities, LLC a New Jersey Limited Liability Company** successor as to principal, was granted approval by the **Gloucester Township Municipal Utilities Authority of Camden County, New Jersey** for final site plan approval to **Block 18302, Lot 3, The Reserves at Independence Square-Phase 3 (Letter of Credit No. 21-16)**. The estimate by the municipal engineer of the cost of this work and the resolution of approval are attached hereto and made a part hereof.

Pursuant to municipal ordinance, adopted under authority of the Municipal Land Use Law (*N.J.S.A. 40:55D-1, et seq.*), the principal hereby furnishes a performance surety bond in the amount of **Twenty Thousand, Two Hundred Sixty Thousand Dollars and Thirty-Two Cents**

(\$ 20,260.32) Dollars (not to exceed 120 percent of the cost of the improvements, as certified by the municipal engineer), written by **FIRST INDEMNITY OF AMERICA INSURANCE COMPANY**, a surety licensed in the State of New Jersey, guarantying full and faithful completion of improvements approved by the approving authority, in lieu of completing the required improvements prior to the granting of final approval. This bond shall remain in full force and effect until such time as all improvements covered by the bond have been approved or accepted by resolution of the municipal governing body, except that in those instances where some of the improvements are approved or accepted by resolution of the governing body upon certification by the municipal engineer, partial release from the bond shall be granted in accordance with *N.J.S.A. 40:55D-53*. The amount of the bond remaining shall be sufficient to secure provision of the improvements not yet approved; provided, however, that the municipality may require that 30 percent of the amount of the bond be retained to ensure completion of all improvements.

This bond shall remain in full force and effect until released by resolution of the municipal governing body. This bond is issued subject to the following expressed conditions:

1. This bond shall not be subject to cancellation either by the principal or by the surety for any reason until such time as all improvements subject to the bond have been accepted by the municipality, in accordance with the applicable provisions of the Municipal Land Use Law.
2. This bond shall be deemed to be continuous in form and shall remain in full force and effect until the improvements are accepted by the municipality and the bond is released, or until default is declared, or until the bond is replaced by another bond meeting applicable legal requirements. Upon approval or acceptance of all improvements by the municipality, or upon replacement of this bond by another bond, liability under this bond shall cease. Upon approval or acceptance of some, but not all, of the required improvements by the municipality, partial release from the bond shall be granted in accordance with *N.J.S.A. 40:55D-53*; provided, however, that the portion of the bond amount sufficient to secure completion of the improvements shall continue in effect and the municipality may retain 30 percent of the bond amount posted in order to ensure such completion.
3. The aggregate liability of the surety shall not exceed the sum set forth above.
4. In the event that the improvements subject to this bond are not completed within the time allowed under the conditions of the final approval issued pursuant to the Municipal Land Use Law, including such extensions as may be allowed by the approving authority, the municipal governing body may, at its option, and upon at least 30 days prior written notice to the principal and to the surety by personal delivery or by certified or registered mail or courier, declare the principal to be in default and, in the event that the surety fails or refuses to complete the work in accordance with the terms and conditions of the original approval, claim payment under this bond for the cost of completion of work. In the event that any action is brought against the principal under this bond, written notice of such action shall be given to the surety by the municipality by personal delivery or by registered or certified mail or courier at the same time.
5. The surety shall have the right to complete the work in accordance with the terms and conditions of the original approval, either with its own employees or in conjunction with the principal or another contractor; provided, however, that the surety, in its sole discretion, may make a monetary settlement with the municipality as an alternative to completing the work.
6. In the event that the principal and the approving authority agree to changes in the scope of work, the obligations of the surety under this bond shall not be affected so long as the cost of the work does not exceed 120 percent of the municipal engineer's certified estimate, attached hereto and made a part hereof, which 120 percent of the estimate shall be the limit of the surety's obligation under this bond in any case. If the cost of the work exceeds 120 percent of the certified estimate, the principal shall secure a rider from a surety for the additional amount; provided, however, that this provision shall not be construed as requiring a surety to provide additional coverage.
7. This bond shall inure to the benefit of the municipality only and no other party shall acquire any rights hereunder.
8. In the event that this bond shall for any reason cease to be effective prior to the approval or acceptance of all improvements, a cease-and-desist order may be issued by the governing body, in which case all work shall stop until such time as replacement guarantee acceptable to the approving authority becomes effective.

Date: This 11th day of November 2022

SEAL:

Sam Wal
Witness:

Sam Wal
Witness:

Independence Square Equities, LLC

[Signature]
BY: Noah Gordon

[Signature]
Co-Principal Noah Gordon

SEAL:

Casey Cummings
Witness:
Attest as to Surety

FIRST INDEMNITY OF AMERICA
INSURANCE COMPANY

Thomas M Niland
BY:
Attorney in Fact Thomas M. Niland

* New Jersey Development of Community Affairs Standard Performance Bond Form
** DCA Approved 7/01

**ACKNOWLEDGEMENT FOR CONTRACTOR
ACKNOWLEDGEMENT FOR CONTRACTOR, IF A LIMITED
LIABILITY COMPANY**

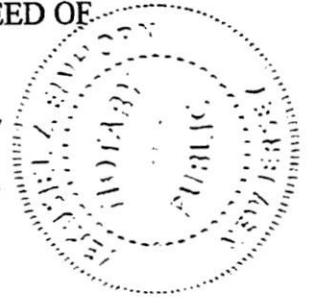
STATE OF
COUNTY OF Gloucester

ON THE 16th DAY OF November 2022, BEFORE ME PERSONALLY APPEARED
Noah Gordon TO ME KNOWN AND KNOWN TO ME TO BE
THE Managing Member OF **INDEPENDENCE SQUARE EQUITIES
LLC** A LIMITED LIABILITY COMPANY, DESCRIBED IN AND WHO
EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME
THAT (S)HE EXECUTED THE SAME AS AND FOR THE ACT AND DEED OF
SAID LIMITED LIABILITY COMPANY



Notary Public


YEKUSIEL Z. EINHORN
NOTARY PUBLIC OF NEW JERSEY
Comm # 50116852
My Commission Expires Nov. 14, 2024



ACKNOWLEDGEMENT OF SURETY

STATE OF NEW YORK
COUNTY OF SUFFOLK

ON THE **11th** DAY OF **NOVEMBER 2022**, BEFORE ME PERSONALLY CAME
THOMAS M. NILAND TO ME KNOWN, WHO, BEING BY ME DULY SWORN,
DID DEPOSE AND SAY THAT (S)HE RESIDES AT **LIDO BEACH, NY** THAT
(S)HE IS THE **ATTORNEY IN FACT OF FIRST INDEMNITY OF AMERICA
INSURANCE COMPANY** THE CORPORATION DESCRIBED IN AND WHICH
EXECUTED THE ABOVE INSTRUMENT; THAT (S)HE KNOWS THE SEAL OF
SAID CORPORATION; THAT ONE OF THE SEALS AFFIXED TO THE
FOREGOING INSTRUMENT IS SUCH SEAL; THAT IT WAS SO AFFIXED BY
ORDER OF THE BOARD OF DIRECTORS OF SAID CORPORATION; AND THAT
(S)HE SIGNED HIS/HER NAME THERETO BY LIKE ORDER.



Notary Public

ROBYN GUARINO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GU6383323
Qualified in Suffolk County
My Commission Expires 11-13-2026



ALBANY PUBLIC LIBRARY
100 STATE ST. ALBANY, N.Y.
ALBANY, N.Y. 12207
ALBANY PUBLIC LIBRARY
100 STATE ST. ALBANY, N.Y.
ALBANY, N.Y. 12207

FIRST INDEMNITY OF AMERICA
INSURANCE COMPANY

2740 Route 10 West, Suite 205, Morris Plains, N.J. 07950
Telephone: (973) 402-1200

POWER OF ATTORNEY FOR BONDS AND UNDERTAKINGS

Know All Men By These Presents: That First Indemnity of America Insurance Company, a Corporation of the State of New Jersey does hereby appoint: Thomas M. Niland, John E. Hardy, Thomas G. McMahon, Gaye E. Conklin, its true and lawful Attorneys-in-Fact: to make, execute, sign, acknowledge, affix the Company Seal to, deliver any and all surety bonds, undertakings, recognizances, and other contracts of indemnity and writings obligatory in the nature of a bond, for and on behalf of said Company and as an act and deed of said Company, NOT TO EXCEED TWO MILLION DOLLARS FOR ANY BOND OR CONTRACT PRICE.

IN WITNESS WHEREOF, First Indemnity of America Insurance Company of the State of New Jersey has executed these presents this 25th day of November, 2019.



Patrick J. Lynch
Patrick J. Lynch, President

STATE OF NEW JERSEY)
COUNTY OF MORRIS) ss:

On this 25th day of November, 2019, before me came the above named officer of First Indemnity of America Insurance Company of New Jersey, to me personally known to be the individual and officer described herein, and acknowledge that he executed the foregoing instrument and affixed the seal of said corporation thereto by authority of this office.



Kathleen Fochesto
KATHLEEN FOCHESTO
Commission # 2394310
Notary Public, State of New Jersey
My Commission Expires
March 16, 2025

CERTIFICATE

Excerpts of Resolutions (Article V, Paragraph 5, of the By-Laws of said Company) adopted by the Board of Directors of the First Indemnity of America Insurance Company of the State of New Jersey, November 25, 2019.

RESOLVED, on November 25, 2019, that the President, or any one of the Vice Presidents specially authorized to do so by the Board of Directors, or by the Executive Committee, shall have power to appoint Attorneys-in-Fact as the business of the company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and release and assignment of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require and to affix the Seal of the Company thereto.

FURTHER RESOLVED, that the signatures and attestations of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating to the Power of Attorney by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond, undertaking, recognizances or other contract of indemnity of writing obligatory in the nature thereof.

I, Jane E. Lynch, Secretary of First Indemnity of America Insurance Company of New Jersey, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Corporation and the Powers of Attorney issued pursuant thereto, are true and correct and that both the Resolution and the Powers of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have herewith set my hand and affixed the seal of said Corporation this 11 day of November 2019




Jane E. Lynch
Jane E. Lynch, Secretary

CM101112

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY
 2740 Route 10 West, Suite 205, Morris Plains, N.J. 07950
STATEMENT OF FINANCIAL CONDITION AS OF DECEMBER 31, 2021

Assets:	
Bonds	\$ 7,087,025
Preferred & Common Stocks	5,476,740
Mortgage Loans	104,166
Real Estate	1,441,248
Cash and Short Term Investments	5,500,024
Investment Income Due and Accrued	92,340
Premiums in the Course of Collection (under 90 days)	368,738
Reinsurance Recoverable on Loss and LAE Payments	22,693
Deferred Tax Asset	469,034
Other Assets	<u>89,639</u>
Total Admitted Assets	<u>\$ 20,651,647</u>
 Liabilities and Surplus:	
Reserve for Loss and Loss Adjustment Expenses	6,060,993
Other Expenses	475,249
Taxes Licenses and Fees	(3,676)
Federal Income Tax Payable	-
Unearned Premium	1,655,374
Amounts Withheld or Retained for Others	1,642,004
Ceded Reinsurance Balances Payable	129,012
Security Deposits	<u>21,664</u>
Total Liabilities	9,980,620
 Capital & Surplus:	
Common Stock, Paid Up	2,500,000
Paid in and Contributed Surplus	1,480,945
Unassigned Surplus	<u>6,690,082</u>
Surplus as Regards to Policyholders	<u>10,671,027</u>
Total Liabilities and Surplus	<u>\$ 20,651,647</u>

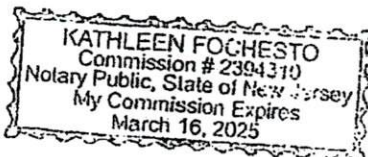
I, Glenn A. Runne, Chief Financial Officer of First Indemnity of America Insurance Company, do hereby certify that the foregoing statement is a correct exhibit of the assets and surplus of the said company, on the 31st day of December, 2021, according to the best information, knowledge, and belief.

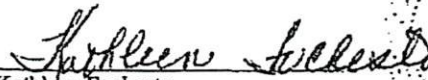


 Glenn A. Runne
 Chief Financial Officer

State of New Jersey)
 County of Morris) SS:

Subscribed and sworn to, before me, a Notary Public of the State of New Jersey in the Township of Morris Plains, this 31st day of December, 2021.





 Kathleen Fochesto
 My Commission Expires March 16, 2025

FIRST INDEMNITY OF AMERICA INSURANCE COMPANY

**2740 Route 10 West, Suite 205
Morris Plains, New Jersey 07950
(973) 402-1200 Fax (973) 402-0770**

SURETY DISCLOSURE STATEMENT AND CERTIFICATION

First Indemnity of America Insurance Company ("the Surety"), on the attached bond, hereby certifies the following:

1. The Surety meets the applicable capital and surplus requirements of R.S. 17.17-6 or R.S. 17.17-7 as of the Surety's most current annual filing with the New Jersey Department of Insurance.
2. The capital and surplus, as determined in accordance with the applicable laws of the State of New Jersey, is in the amount set forth on the annexed sheet, which said amount has been certified and is on file with the New Jersey Department of Insurance as required by law. Copies of the Annual Statement reflecting such information are on file with the New Jersey Department of Insurance and may be obtained from that agency.
3. The amount of the bond to which this statement and certification is attached is \$ 20,260.32.
4. The bond annexed hereto may be reinsured pursuant to treaties of reinsurance between First Indemnity of America Insurance Company and any of the reinsurers set forth in Schedule F, Parts (1) (2) (3) and (4) of the Annual Statement for First Indemnity of America Insurance Company for the year ended December 31, 2021, as on file with the New Jersey Department of Insurance.
5. The Surety certifies that each reinsurer referred to in Item (4) satisfies the credit for reinsurance requirement established by law as of the date on which the bond to which this statement and certification is attached shall have been issued.

CERTIFICATION

(To be completed by an authorized certifying agent for each surety on the bond.)

I, Thomas M. Niland as ATTORNEY-IN-FACT for First Indemnity of America Insurance Company, a corporation domiciled in New Jersey, DO HEREBY CERTIFY that, to the best of my knowledge, the foregoing statements made by me are true and acknowledge that if any of those statements are false, this bond is voidable.

Thomas M Niland
Signature

Thomas M. Niland
Print Name

ATTORNEY-IN-FACT
Title

11/11/2022

**RESOLUTION
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION AUTHORIZING THE EXECUTION OF A HOLD HARMLESS AGREEMENT
WITH APPROVALS FOR M&T GLOUCESTER PARTNERS, LLC,
THE LOFTS @ GLOUCESTER,
COLLEGE DRIVE REDEVELOPMENT,
BLOCK 13103, LOTS 2, 3, 3.01, 5, 6, 7, 8, 9, 10, 11, 12 & 25**

R-12-22-113

WHEREAS, the Gloucester Township Municipal Utilities Authority ("GTMUA/Authority") has provided certain approvals for M&T Gloucester Partners, LLC, for The Lofts @ Gloucester, College Drive Redevelopment, with offices at 1260 Stelton Road, Piscataway, NJ 08854 ("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

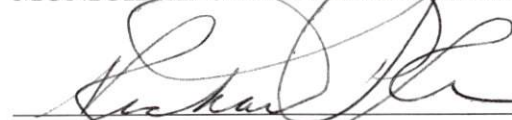
NOW, THEREFORE, BE IT RESOLVED by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority that it hereby authorizes the Chairman and/or Vice-Chairman and/or Executive Director and/or Secretary to execute the Hold Harmless Agreement with M&T Gloucester Partners, LLC, for The Lofts @ Gloucester, College Drive Redevelopment, with offices at 1260 Stelton Road, Piscataway, NJ 08854, in a form attached hereto and made a part hereof.

ATTEST:



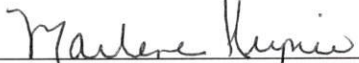
Frank Schmidt, Secretary

**THE GLOUCESTER TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY**



Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of December 15, 2022.



Marlene Hrynio, Administrative Secretary

Dated: December 15, 2022

AGREEMENT

THIS AGREEMENT is made this Nov. 15, 2022, by and between the **Gloucester Township Municipal Utilities Authority**, a Municipal Corporation of the State of New Jersey, with its address at 401 W. Landing Road, Blackwood, NJ 08012 (hereinafter called "**Authority**") and **M&T Gloucester Partners, LLC**, with offices at 1260 Stelton Road, Piscataway, New Jersey 08854 (hereinafter called "**Developer**").

WITNESSETH:

WHEREAS, Developer is the owner of an approved multifamily and commercial development in the Township of Gloucester located at Block 13103, Lots 2, 3, 3.01, 5, 6, 7, 8, 9, 10, 11, 12 and 25 (the "**Property**"); and

WHEREAS, Developer has requested to connect the intended improvements on the Property into the Authority sanitary sewer collection system; and

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

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

1. The Authority hereby agrees to permit Developer to connect the intended improvements on the Property into the Authority's sanitary sewer collection system, which connection is subject to the terms and conditions set forth in this Agreement.

2. Developer shall comply with all rules and regulations of the Authority in order to make this connection and the Authority has approved the application and plans for the connection.

3. The sewer mains, laterals, manholes, and any easements containing sewer mains, laterals and manholes, shall remain in private ownership of Developer or its successors and assigns, and the responsibility for all maintenance and repair shall be the obligation of Developer or its successors and assigns. Developer agrees to hold harmless and indemnify the Authority for all risk, liability and any claims arising from the sewer improvements located on the Property. This indemnification is not revocable without the Authority's written consent, and shall run with the land so that it is binding on Developer, its successors and assigns. The Developer shall prepare and maintain a survey identifying and indicating the location of the Developer's sewer mains, laterals and manholes up to the connection with the Authority collection system.

4. The Authority has no responsibility or obligation for ownership, operation, maintenance or repair of the sewer mains, laterals and manholes on the Property.

5. Developer shall be responsible for obtaining all necessary permits and approvals for the construction of the sewer lines to service the Property. Furthermore, Developer shall be responsible for all construction necessary to implement the connection once all approvals have been obtained for same. Developer shall also be responsible for all costs and expenses relating to said construction and for the payment of all necessary fees and charges relating to the connection into the Authority sanitary sewer collection system.

6. Developer agrees to hold the Authority harmless and indemnify the Authority for all property damage, personal injury, legal expenses and/or fines resulting from the construction, connection and discharge into the Authority sanitary sewer collection, said damages shall include, but are not limited to, damages to the Authority system.

7. 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.

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

9. 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.

10. Upon any sale of the Property, this Agreement shall automatically bind the subsequent owner of the Property and the Developer or shall be released from any liabilities or obligations as of the date of such sale. Other than such sale of the Property, this Agreement may only be assigned with the written authorization of the Authority. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

AUTHORITY:
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY

BY: _____
_____, Chairman

ATTEST:

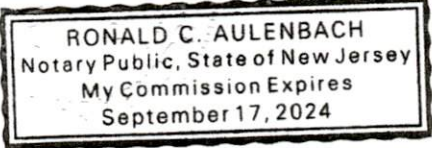
Secretary

DEVELOPER:
M&T Gloucester Partners, LLC

By: _____
Jack Morris, Managing Member

Witness:

Ronald Aulenbach



**RESOLUTION
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION AUTHORIZING THE ACCEPTANCE OF A
PERFORMANCE SURETY BOND,
NUMBER S282647,
POSTED BY M&T GLOUCESTER PARTNERS, LLC,
THE LOFTS @ GLOUCESTER,
FROM NGM INSURANCE COMPANY**

R-12-22-114

WHEREAS, M&T Gloucester Partners, LLC, submitted for review and approval a Performance Surety Bond, from NGM Insurance Company, for the improvements to the Property located at Block 13103, Lots 2, 3, 3.01, 5, 6, 7, 8, 9, 10, 11, 12 & 25, also known as The Lofts @ Gloucester, College Drive Redevelopment, Gloucester Township, New Jersey in the total amount of \$284,711.76.00; and

WHEREAS, the Performance Bond shall remain in full force and effect until released by resolution of the Authority; and

WHEREAS, the Solicitor, by letter dated December 1, 2022, has reviewed the Performance Surety Bond as to form and substance and recommended its 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 Performance Surety Bond from M&T Gloucester, LLC.

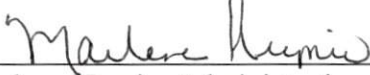
ATTEST:


Frank Schmidt, Secretary

**THE GLOUCESTER TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY**


Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of December 15, 2022.



Marlene Hrynio, Administrative Secretary

Dated: December 15, 2022

WADE, LONG, WOOD & LONG, LLC

Howard C. Long, Jr. †

Daniel H. Long †±◇

Christopher F. Long †◇

John A. Moustakas †◇

† Admitted to NJ Bar

± Admitted to Washington DC Bar

◇ Admitted to PA Bar

John D. Wade †

OF COUNSEL

Leonard J. Wood, Jr. †

OF COUNSEL

December 1, 2022

Marlene Hrynio, Administrative Secretary
Gloucester Township
Municipal Utilities Authority
Landing Road
P.O. Box 216
Glendora, New Jersey 08029

Re: Performance Surety Bond
M&T Gloucester Partners, LLC

Dear Ms. Hrynio:

I have reviewed Performance Surety Bond No. S282647, dated November 11, 2022, submitted for review by M&T Gloucester Partners, LLC. ("M&T") in the amount of \$284,711.76, issued by NGM Insurance Company ("NGM") for The Lofts at Gloucester Township Sanitary Sewer. I have also reviewed NGM's Power of Attorney, Surety Disclosure Statement and Certification, New Jersey Department of Banking and Insurance Certificate of Authority, and Statement of Financial Condition as of December 31, 2021.

The State of New Jersey has compiled a list of surety companies designated as acceptable to provide payment or performance/maintenance bonds as required by N.J.S.A. 2A:44-143 & 144. NGM is listed as an approved surety (14788). Accordingly, NGM is properly licensed by the State of New Jersey, Department of Banking and Insurance and is authorized to conduct business in the State of New Jersey.

Based upon my review and the foregoing information, it is my legal opinion that the Performance Surety Bond is in the appropriate form and is enforceable. Should you have any questions please do not hesitate to contact me.

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

Christopher F. Long

Christopher F. Long, Esq.

Block(s) 13103 Lot(s) 2, 3, 3.01, 5, 6, 7, 8, 9, 10, 11, 12 and 25

PERFORMANCE SURETY BOND

We, M&T Gloucester Partners, LLC, having offices at 1260 Stelton Road, Piscataway, NJ 08854, as principal, and NGM Insurance Company, having offices at 4601 Touchton Road East, Suite 3400, Jacksonville, FL 32246, a corporation duly licensed to transact a surety business in the State of New Jersey, as surety, are indebted to the Gloucester Township Municipal Utilities Authority in the County of Camden, State of New Jersey, obligee ("Authority"), in the sum of \$284,711.76, for which payment we bind ourselves and our respective heirs, legal representatives, successors, and assigns, jointly and severally.

On 11/9/2022, principal was granted approval by the Authority for The Lofts at Gloucester Township Sanitary Sewer Block 13103, Lots 2, 3, 3.01, 5, 6, 7, 8, 9, 10, 11, 12 and 25. The estimate by the Authority Engineer of the cost of this work and the resolution of approval are attached hereto and made a part hereof.

The principal hereby furnishes a performance surety bond in the amount of \$284,711.76 (not to exceed 120 percent of the cost of the improvements, as certified by the Authority Engineer), written by NGM Insurance Company, a surety licensed in the State of New Jersey, guarantying full and faithful completion of improvements approved by the Authority in accordance with the applicable Rules and Regulations of same, in lieu of completing the required improvements prior to the granting of final approval. This bond shall remain in full force and effect until such time as all improvements covered by the bond have been approved or accepted by resolution of the Authority, except that in those instances where some of the improvements are approved or accepted by resolution of the Authority upon certification by the Authority Engineer, partial release from the bond shall be granted in accordance with N.J.S.A. 40:55D-53. The amount of the bond remaining shall be sufficient to secure provision of the improvements not yet approved; provided, however, that the Authority may require that 30 percent of the amount of the bond be retained to ensure completion of all improvements.

This bond shall remain in full force and effect until released by resolution of the Authority.

This bond is issued subject to the following conditions:

1. This bond shall not be subject to cancellation either by the principal or by the surety for any reason until such time as all improvements subject to the bond have been accepted by the Authority, in accordance with the applicable provisions of the Municipal Land Use Law.

2. This bond shall be deemed to be continuous in form and shall remain in full force and effect until the improvements are accepted by the Authority and the bond is released, or until default is declared, or until the bond is replaced by another bond meeting applicable legal requirements. Upon approval or acceptance of all improvements by the Authority, or upon replacement of this bond by another bond, liability under this bond shall cease. Upon approval or acceptance of some, but not all, of the required improvements by the Authority, partial release from the bond shall be granted in accordance with N.J.S.A. 40:55D-53; provided, however, that the portion of the bond amount sufficient to secure completion of the improvements shall continue in effect and the Authority may retain 30 percent of the bond amount posted in order to ensure such completion.

3. The aggregate liability of the surety shall not exceed the sum set forth above.

4. In the event that the improvements subject to this bond are not completed

within the time allowed under the conditions of the approval issued, including such extensions as may be allowed by the Authority, the Authority may, at its option, and upon at least 30 days prior written notice to the principal and to the surety by personal delivery or by certified or registered mail or courier, declare the principal to be in default and, in the event that the surety fails or refuses to complete the work in accordance with the terms and conditions of the original approval, claim payment under this bond for the cost of completion of the work. However, the 30 day notice shall not apply when the need for the work constitutes an emergency affecting the public health, safety, or welfare within the meaning of N.J.S.A. 40A:11-6. In such a case, prior written notice to the principal and surety shall be for a period of time reasonable and necessary under the particular circumstances and specified by the Authority. In the event that any action is brought against the principal under this bond, written notice of such action shall be given to the surety by the Authority by personal delivery or by registered or certified mail or courier at the same time.

5. The surety shall have the right to complete the work in accordance with the terms and conditions of the original approval, either with its own employees or in conjunction with the principal or another contractor; provided, however, that the surety, in its sole discretion, may make a monetary settlement with the Authority as an alternative to completing the work.

6. In the event that the principal and the Authority agree to changes in the scope of work, the obligations of the surety under this bond shall not be affected so long as the cost of the work does not exceed 120 percent of the Authority Engineer's certified estimate, attached hereto and made a part hereof, which 120 percent of the estimate shall be the limit of the surety's obligation under this bond in any case. If the cost of the work exceeds 120 percent of the certified estimate, the principal shall secure a rider from a surety for the additional amount; provided, however, that this provision shall not be construed as requiring a surety to provide additional coverage.

7. This bond shall inure to the benefit of the Authority only and no other party shall acquire any rights hereunder.

8. In the event that this bond shall for any reason cease to be effective prior to the approval or acceptance of all improvements, a cease and desist order may be issued by the Authority, in which case all work shall stop until such time as replacement guarantee acceptable to the Authority becomes effective.

Date: November 11, 2022

M&T Gloucester Partners, LLC

By: 

Principal

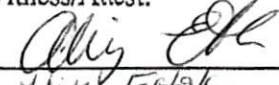
NGM Insurance Company

By: 

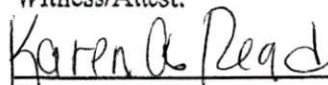
Donja M. Chiancone Surety
Attorney-in-Fact



Witness/Attest:


Ally Esterik

Witness/Attest:


Karen A. Read, Witness



NGM INSURANCE COMPANY
A member of The Main Street America Group

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That NGM Insurance Company, a Florida corporation having its principal office in the City of Jacksonville, State of Florida, pursuant to Article IV, Section 2 of the By-Laws of said Company, to wit:

"SECTION 2. The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them. "

does hereby make, constitute and appoint **Donna M. Chiancone** its true and lawful Attorney-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, bond number S282647 dated November 11, 2022.

on behalf of M&T Gloucester Partners, LLC

in favor of Gloucester Township Municipal Utilities Authority

and to bind NGM Insurance Company thereby as fully and to the same extent as if such instrument was signed by the duly authorized officers of the NGM Insurance Company; the acts of said Attorney are hereby ratified and confirmed.

This power of attorney is signed and sealed by facsimile under and by the authority of the following resolution adopted by the Directors of NGM Insurance Company at a meeting duly called and held on the 2nd day of December 1977.

Voted: That the signature of any officer authorized by the By-Laws and the company seal may be affixed by facsimile to any power of attorney or special power of attorney or certification of either given for the execution of any bond, undertaking, recognizance or other written obligation in the nature thereof; such signature and seal, when so used being hereby adopted by the company as the original signature of such officer and the original seal of the company, to be valid and binding upon the company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, NGM Insurance Company has caused these presents to be signed by its Vice President, General Counsel and Secretary and its corporate seal to be hereto affixed this 7th day of January, 2020.

NGM INSURANCE COMPANY By:

Kimberly K. Law

Kimberly K. Law
Vice President,
General Counsel and Secretary

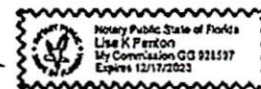


State of Florida,
County of Duval.

On this 7th day of January, 2020, before the subscriber a Notary Public of State of Florida in and for the County of Duval duly commissioned and qualified, came Kimberly K. Law of the NGM Insurance Company, to me personally known to be the officer described herein, and who executed the preceding instrument, and she acknowledged the execution of same, and being by me fully sworn, deposed and said that she is an officer of said Company, aforesaid: that the seal affixed to the preceding instrument is the corporate seal of said Company, and the said corporate seal and her signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Company; that Article IV, Section 2 of the By-Laws of said Company is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at Jacksonville, Florida this 7th day of January, 2020.

Lisa K Penton



I, Nancy Giordano-Ramos, Vice President of the NGM Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Company which is still in full force and effect. IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company at Jacksonville, Florida this 11th day of November, 2022.

Nancy Giordano-Ramos



WARNING: Any unauthorized reproduction or alteration of this document is prohibited.

TO CONFIRM VALIDITY of the attached bond please call 1-603-358-1343..

TO SUBMIT A CLAIM: Send all correspondence to 55 West Street, Keene, NH 03431 Attn: Bond Claim Dept. or call our Bond Claim Dept. at 1-603-358-1229.

Surety Disclosure Statement and Certification

Pursuant to N.J.S.A. 2A:44-143

(For use when Surety has a certificate from U.S. Secretary of the Treasury in accordance with 31 U.S.C. Section 9305)

NGM Insurance Company, Surety on the attached bond, hereby certifies the following:

- 1) The capital and surplus, as determined in accordance with the applicable laws of this State, of the Surety participating in the issuance of the attached bond is in the following amounts as of the calendar year ended December 31, 2021 (most recent calendar year which capital and surplus amounts are available), which amounts have been certified by is PricewaterhouseCoopers LLP, One North Wacker, 11th Floor, Chicago, IL 60606

<u>Surety Company</u>	<u>Capital</u>	<u>Surplus</u>
NGM Insurance Company	\$5,250,000	\$562,745,202

- 2) With respect to each surety participating in the issuance of the attached bond that has received from the U.S. Secretary of the Treasury, a certificate of authority: pursuant to 31 U.S.C. Section 9305, the underwriting limitation established there on July 1, 2022 (most recent calendar year available) is as follows:

<u>Surety Company</u>	<u>Limitations</u>
NGM Insurance Company	\$54,739,000

- 3) The amount of the bond to which the statement and certification is attached is \$ 284,711.76.

- 4) If, by virtue of one or more contracts of reinsurance, the amount of the bond indicated under item 4 above exceeds the total underwriting limitation of all sureties on the bond as set forth in item 3 above, then for each such contract of reinsurance:

- a) The name and address of each such reinsurer under the contract and the amount of the reinsurer's participation in the contract is as follows:

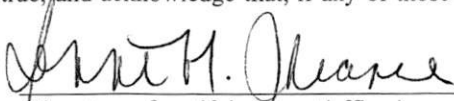
<u>Reinsurer</u>	<u>Address</u>	<u>Amount</u>
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And;

- b) Each surety that is party to such contract of reinsurance certifies that each reinsurer listed under item 4(a) satisfies the credit for reinsurance requirement established under P.L. 1993, c.243(C.17:51B-1 et seq.) and any applicable regulations in effect as of the date on which the bond to which this statement and certification is attached shall have been filed with the appropriate public agency.

Certificate

I, Donna M. Chiancone as Attorney in Fact, for NGM Insurance Company, a company domiciled in the State of Florida, Hereby certify that, to the best of my knowledge, the foregoing statements made by me are true, and acknowledge that, if any of those statements made by me are false, this bond is void.


(Signature of certifying agent/officer)

Donna M. Chiancone
(Print name of certifying agent/officer)

Attorney in Fact



State of New Jersey
Department of Banking and Insurance

CERTIFICATE OF AUTHORITY

Date: **May 01, 2022**

NAIC Company Code: **14788**

THIS IS TO CERTIFY THAT THE **NGM INSURANCE COMPANY**, HAVING COMPLIED WITH THE LAWS OF THE STATE OF NEW JERSEY, AND ANY SUPPLEMENTS OR AMENDMENTS THERETO WITH RESPECT TO THE TRANSACTION OF THE BUSINESS OF INSURANCE, IS LICENSED TO TRANSACT IN THIS STATE UNTIL THE 1st DAY OF MAY, 2023, THE LINES OF INSURANCE SPECIFICALLY DESIGNATED BELOW:

- 01 - Fire and Allied Lines
- 11 - Other Liability
- 12 - Boiler and Machinery
- 13 - Fidelity and Surety
- 15 - Burglary and Theft
- 16 - Glass
- 17 - Sprinkler Leakage and Water Damage
- 02 - Earthquake
- 20 - Physical Loss to Buildings
- 22 - Mechanical Breakdown/Power Failure
- 03 - Growing Crops
- 04 - Ocean Marine
- 05 - Inland Marine
- 06 - Workers Compensation and Employers Liability
- 07 - Automobile Liability Bodily Injury
- 08 - Automobile Liability Property Damage
- 09 - Automobile Physical Damage



MARLENE CARIDE
COMMISSIONER OF
BANKING AND INSURANCE

COMPANY NAME: NGM INSURANCE COMPANY NAIC COMPANY CODE:
14788
STATUTORY HOME ADDRESS:
4601 TOUCHTON ROAD EAST
SUITE 3400
JACKSONVILLE, FL 32246

I certify that at the Annual Meeting of the Directors of the NGM Insurance Company duly called and held at Jacksonville, Florida on March 10th, 2022, the following officers were elected and remain in office:

CHRISTOPHER R. LISTAU.....CHIEF EXECUTIVE OFFICER AND PRESIDENT
 KIMBERLY K. LAW..... VICE PRESIDENT, GENERAL COUNSEL & SECRETARY
 JOSEPH D. FREITAS VICE PRESIDENT, CHIEF FINANCIAL OFFICER & TREASURER
 DAVID S. MEDVIDOFSKY SENIOR VICE PRESIDENT, PRODUCT OPERATIONS
 RUTH C. MUNGER, ANNA D. PARKER, KEVIN A COMIER, NANCY L. GIORDANO-RAMOS, PRIYESH A. PATEL,
 ANDREW S. ROSE, THERESA E. BREUNIG-SILBERNAGEL VICE PRESIDENTS

I further certify that the following statement of the Company is true as taken from the records of said Company as of December 31, 2021.

ADMITTED ASSETS	LIABILITIES
Bonds at Amortized Values.....\$93,827,372	Reserve for Losses..... 0
Stocks at Market Value.....\$149,665,700	Reserve for Loss Adjustment Expenses..... 0
First Mortgage Loans..... 0	Reserve for Unearned Premiums..... 0
Real Estate.....\$ 3,266,674	Reserve for Other Underwriting Expenses.....\$55,861,050
Cash in Office and Banks.....(21,911,010)	Reserve for Taxes, Licenses, and Fees.....\$3,366,863
Short Term Investments.....\$3,233,592	Loss Drafts in Transit..... 0
Agent's Balance (Less than 90 Days).....\$298,575,653	Other Liabilities.....\$219,138,101
Accrued Interest.....\$441,279	Total Liabilities.....\$278,366,014
Other Assets.....\$319,261,956	Policyholders' Surplus.....\$567,995,202
TOTAL ADMITTED ASSETS.....\$846,361,216	TOTAL.....\$846,361,216

Securities as deposited by law, included above = \$ 5,498,220

I further certify that the following is true and exact excerpt from Article IV, Section 2 of the By-Laws of NGM Insurance Company which is still valid and existing.

The board of directors, the president, any vice president, secretary, or the treasurer shall have the power and authority to appoint attorneys-in-fact and to authorize them to execute on behalf of the company and affix the seal of the company thereto, bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance or conditional undertaking and to remove any such attorneys-in-fact at any time and revoke the power and authority given to them."

Subscribed and sworn to before me on
 this 10 day of March, 2022

IN WITNESS THEREOF I hereunto subscribe
 my name and affix the seal of said company
 this 10 day of March, 2022

[Handwritten Signature]

[Handwritten Signature: Kimberly K. Law]
 Kimberly K. Law
 Vice President, General Counsel & Secretary



**RESOLUTION
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION AUTHORIZING THE EXECUTIVE DIRECTOR
TO ADVERTISE FOR BIDS FOR TEMPORARY LABOR
FOR THE GRASS AND LEAF COLLECTION PROGRAM
FROM MARCH 1, 2023 THROUGH FEBRUARY 29, 2024**

R-12-22-116

WHEREAS, the Gloucester Township Municipal Utilities Authority, County of Camden and State of New Jersey is in receipt of a request by the Executive Director for the authorization to advertise for bids for Temporary Labor for the Grass and Leaf Collection Program from March 1, 2023 through February 29, 2024; and

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

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

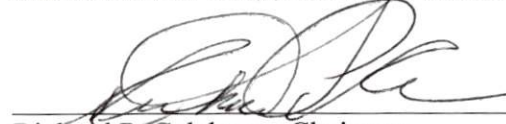
NOW THEREFORE, BE IT RESOLVED, by the Gloucester Township Municipal Utilities Authority, County of Camden and State of New Jersey that the Authority Executive Director be and hereby is authorized to advertise for the receipt of sealed bids for the provision of temporary labor for the Grass and Leaf Collection Program from March 1, 2023 through February 29, 2024.

ATTEST:

**THE GLOUCESTER TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY**



Frank Schmidt, Secretary



Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of December 15, 2022.



Marlene Hrynio, Administrative Secretary

Dated: December 15, 2022

RESOLUTION
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY
RESOLUTION AUTHORIZING EXECUTION OF AN EMPLOYEE ASSISTANCE
PROGRAM AGREEMENT WITH THE SOUTHWEST COUNCIL, INC.

R-12-22-117

WHEREAS, the Gloucester Township ("GTMUA/Authority") desires to engage the firm of The Southwest Council, Inc. of 645 N. Delsea Drive, Vineland, New Jersey for the purposes of providing an employee assistance program; and

WHEREAS, the agreement, in the form attached hereto and made apart hereof, is for the sum of **\$3,000** for a term commencing January 1, 2023 and terminating December 31, 2023, and therefore does not exceed the bid threshold requirements set forth in the Local Public Contracts Law [N.J.S.A. 40A:11-1 et. seq.]; and

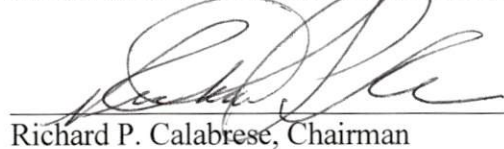
NOW, THEREFORE, BE IT RESOLVED by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority as follows:

1. The factual recitations in the preamble above are hereby incorporated herein as if fully set forth.
2. The Chairman, Executive Director and/or Secretary are hereby authorized to execute the Employee assistance Program Contract attached hereto and made a part hereof.

ATTEST:


Frank Schmidt, Secretary

THE GLOUCESTER TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY


Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of December 15, 2022.


Marlene Hrynio, Administrative Secretary

Dated: December 15, 2022

AGREEMENT BETWEEN

THE SOUTHWEST COUNCIL

1405 N. Delsea Dr.
Vineland, NJ 08360
(856) 794-1011 ext. 313
(856) 794-1239 (fax)

"CONTRACTOR"

AND

GLOUCESTER TWP. MUNICIPAL UTILITIES AUTHORITY

71 Landing Rd., Chews Landing
PO Box 216
Glendora, NJ 08029-0216

"COMPANY"

SCOPE AND OBJECTIVES

CONTRACTOR (The Southwest Council) is retained by the COMPANY to establish and administer a program of special assistance to COMPANY employees and dependents, to be called an Employee Assistance Program ("EAP"), as provided in this Agreement. CONTRACTOR warrants that its services will conform to the highest professional standards in its field.

- 1) The purpose of the EAP is two-fold:
 - a) To provide a supervisory training program annually or as requested to COMPANY managers and supervisors, for the purposes of implementation and usage of the EAP. The training program will teach managers/supervisors: to identify symptoms of deteriorating job performance and proper documentation thereof; to confront the employee involved; and to refer to the EAP in other circumstances (employee voluntarily asking for help).
 - b) To guide, counsel and assist such employee referred to the EAP by their managers, or employees or their dependents who voluntarily seek assistance from the EAP, to appropriate diagnosis and a course of treatment, in order to restore their capability to perform their jobs at an acceptable level of performance.
- 2) The COMPANY is establishing the EAP to provide employees and their dependents with assistance with Alcohol Use Disorder, Substance Use Disorder, and personal problems, including interpersonal, intrapersonal, and other problems. The activities provided by the CONTRACTOR outlined below, will include assistance to employees in regard to all of these matters.

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EAP CONTRACT: **GLOUCESTER TWP. MUNICIPAL UTILITIES AUTHORITY**
/ THE SOUTHWEST COUNCIL, INC.

SPECIFIC ACTIVITIES OF CONTRACTOR ON BEHALF OF THE COMPANY

- 3) CONTRACTOR will assist the COMPANY to develop an Employee Assistance Program Policy relating to the EAP and its use.
- 4) After formulation of the Program Policy, CONTRACTOR will advise the COMPANY on how to implement the EAP and to publicize its existence to all employees and their dependents. CONTRACTOR will conduct orientation and training seminars for managers and others with the supervisory responsibilities, for the purpose of communicating the Program Policy and providing managers and supervisors with information on the evaluation of job performance and on how they can most effectively utilize the service of the EAP. CONTRACTOR will also conduct orientation seminars for union officials for the purpose of communicating the Program Policy and promoting cooperation of union members with the EAP.
- 5) CONTRACTOR will provide specific assistance, upon request, to COMPANY managers and others with supervisory responsibility in dealing with problems relating to deteriorating job performance by individual employees.
- 6) CONTRACTOR will provide assistance to COMPANY employees and their dependents who have been referred to the EAP or who request such service of their own volition. CONTRACTOR and the COMPANY will adopt safeguards to assure that EAP counseling is conducted in a completely confidential manner. CONTRACTOR will counsel and encourage the COMPANY employees to proceed with a course of assistance by referring the individual to clinical or supportive organizations or other professionals, when necessary. CONTRACTOR will utilize the COMPANY's benefits program and advise employees as to the possible coverage thereunder of services by such organizations or professionals. CONTRACTOR will ensure that recognition is given to the COMPANY's benefit program requirements as to accreditation of such agencies, so that eligibility for medical expense reimbursement to the employee under the COMPANY benefits program is not jeopardized.
- 7) CONTRACTOR will provide follow up, as necessary, to monitor supervisor referred employees' adherence to the agreed course of action. CONTRACTOR will make progress reports to COMPANY managers on employees they refer to EAP. Such reports will be limited to reporting whether or not the employee is cooperating with the treatment program. Employees referred by supervisors will be requested to sign a release of information form to give such reporting.
- 8) CONTRACTOR will provide each employee with information outlining the EAP. A guide for supervisors will be given to each employee in a supervisory role.
- 9) CONTRACTOR will provide other services not specifically covered by this Agreement. Any additional services will be cost-estimated before CONTRACTOR undertakes such services, and

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EAP CONTRACT: **GLOUCESTER TWP. MUNICIPAL UTILITIES AUTHORITY**
/ THE SOUTHWEST COUNCIL, INC.

CONTRACTOR will proceed only upon written request from the COMPANY.

REPORTS TO THE COMPANY

- 10) CONTRACTOR will prepare annual reports on the caseload activities in any detail requested by the COMPANY, so long as the confidentiality of the COMPANY employees and their dependents is not jeopardized.

DURATION OF AGREEMENT

- 11) The term of the Agreement shall be for a period of twelve months from the effective date of this Agreement, January 1, 2023, and renew itself annually each January 1st unless otherwise specified in writing within 60 days of renewal date, by either the CONTRACTOR or the COMPANY.
- 12) During the first six months of this Agreement, CONTRACTOR shall not be permitted to terminate this Agreement except for a breach of this Agreement by the COMPANY. Thereafter, CONTRACTOR may terminate this Agreement for any reason upon 90 days' written notice to the COMPANY. The COMPANY may terminate this Agreement for any reason at any time upon written notice to CONTRACTOR, provided that if such termination by the COMPANY is not for breach of this Agreement by CONTRACTOR, the COMPANY shall be obligated to pay to CONTRACTOR the payment due to CONTRACTOR under paragraphs 17 through 19 of this Agreement for one quarter succeeding the month in which notice of termination of the Agreement is given.

INDEMNIFICATION

- 13) CONTRACTOR assumes all risk of and liability for and hereby indemnifies, protects and saves harmless, and hereby releases the COMPANY and each and every one of its officers, agents, servants and employees of, from and against any and all liability, losses, injuries, damages, claims, demands, suits, fees, including reasonable attorney' fees, costs or judgments which may in any manner arise out of, or result from CONTRACTOR's performance of and under this Agreement including administration of the EAP, whether occasioned by CONTRACTOR or the COMPANY or its employee, or by any other person or persons; and for further protection of the COMPANY, CONTRACTOR shall, at its own cost and expense, cause to be delivered to the COMPANY, through an insurance policy, indemnifying and saving harmless the COMPANY, its officers, agents, servants and employees of and from all loss, damage of liability alleged to be caused by or resulting from CONTRACTOR's performance of and under this Agreement. Said insurance, however, shall not relieve or release CONTRACTOR from or limit its liability with respect to, any and all obligations of CONTRACTOR under this Agreement. The assumption of risk, liability and indemnification under this paragraph 13 shall survive the termination of this Agreement.

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EAP CONTRACT: **GLOUCESTER TWP. MUNICIPAL UTILITIES AUTHORITY**
/ THE SOUTHWEST COUNCIL, INC.

NON-DISCLOSURE

14) CONTRACTOR agrees that it will not without the prior written consent of the COMPANY reveal any information concerning this Agreement (except as provided in paragraph 22); reveal any proprietary information about the COMPANY, its officers, employees, management, operation, products of service, or any other confidential information whatsoever to any person to whom such information is not necessary in connection with the performance of this Agreement; or release any publicity or advertising concerning this Agreement (other than to report or state that there is any Agreement and that it relates to an employee assistance program). Failure by CONTRACTOR to follow the letter and spirit of this paragraph shall constitute a breach of this Agreement.

CONFIDENTIALITY

15) Both parties acknowledge that confidentiality is a key element of the EAP.

16) The confidentiality of all transactions with the identity of every person referred to, or voluntarily seeking the support of, the EAP will be maintained by CONTRACTOR and the COMPANY.

FEES AND PAYMENTS

17) A minimum amount of \$3,000.00 is charged annually for companies with up to 120 employees. A list of eligible employees will be provided to the CONTRACTOR within 10 days of the date of this Agreement and annually when renewed.

18) Fees are calculated at the rate of \$25.00 per employee per year for all additional employees.

19) The CONTRACTOR will bill the COMPANY on a quarterly basis.

20) Fees and charges for services provided by individuals or agencies to which a COMPANY employee or dependent is referred by CONTRACTOR are not the responsibility of the CONTRACTOR. CONTRACTOR will not be held responsible by the COMPANY or employee for the payment of such fees or charges.

21) In the event of termination of this Agreement:

- a) CONTRACTOR and the COMPANY shall promptly review all work in progress. CONTRACTOR shall be responsible only for work commenced prior to the termination date and any and all charges that may be due and payable at the termination date shall be paid within 30 days of the termination date by the COMPANY.

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EAP CONTRACT: **GLOUCESTER TWP. MUNICIPAL UTILITIES AUTHORITY**
/ THE SOUTHWEST COUNCIL, INC.

- b) CONTRACTOR will provide such assistance as may be necessary to transfer in confidence all records of services rendered and work in progress related to the performance by CONTRACTOR under this Agreement, to any third party selected by the COMPANY.
- 22) If CONTRACTOR is required to reveal the contents of this Agreement in the course of its normal relationships with its banks or financial institutions, it may do so without further approval of the COMPANY.
- 23) This Agreement, as the same may be amended or modified in writing, supersedes all prior understandings, transactions, communications and writings with respect to the subject matter hereof. To the extent there is any conflict between the terms of the Proposal and of this letter, the terms of this letter shall govern.

NON-ASSIGNABILITY AND GOVERNING LAWS

- 24) The obligations of CONTRACTOR under this Agreement may not be assigned without the prior written consent of the COMPANY.

JURISDICTION

- 25) This Agreement shall be governed by and construed in accordance with the law of the State of New Jersey.

If the foregoing terms are satisfactory to you, please date and sign below the place provided below, which when returned to us will constitute the agreement between us.

ACCEPTED AND AGREED TO AS OF THE DATE WRITTEN BELOW:

FOR THE COMPANY

BY: _____ TITLE: _____ DATE: _____

PRINT NAME: _____ PHONE: _____ EXT: _____

FOR THE CONTRACTOR

BY:  _____ TITLE: Executive Director DATE: _____
DocuSigned by: Joseph Williams
4392363075ED47B...

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EAP CONTRACT: **GLOUCESTER TWP. MUNICIPAL UTILITIES AUTHORITY**
/ THE SOUTHWEST COUNCIL, INC.

12/10/22

PRINT NAME: Joseph M. Williams PHONE: (856) 794-1011 EXT: 311

2024 AUTHORITY BUDGET RESOLUTION

Gloucester Township Municipal Utilities Authority

FISCAL YEAR: March 01, 2023 to February 29, 2024

WHEREAS, the Annual Budget for Gloucester Township Municipal Utilities Authority for the fiscal year beginning March 01, 2023 and ending February 29, 2024 has been presented before the governing body of the Gloucester Township Municipal Utilities Authority at its open public meeting of December 15, 2022; and

WHEREAS, the Annual Budget as introduced reflects Total Revenues of \$7,667,268.00, Total Appropriations including any Accumulated Deficit, if any, of \$7,928,092.00, and Total Unrestricted Net Position planned to be utilized as funding thereof, of \$260,824.00; and

WHEREAS, the Capital Budget as introduced reflects Total Capital Appropriations of \$19,202,000.00 and Total Unrestricted Net Position planned to be utilized as funding thereof, of \$1,700,000.00; and

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

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

NOW, THEREFORE BE IT RESOLVED, by the governing body of the Gloucester Township Municipal Utilities Authority, at an open public meeting held on December 15, 2022 that the Annual Budget, including all related schedules, and the Capital Budget/Program of the Gloucester Township Municipal Utilities Authority for the fiscal year beginning March 01, 2023 and ending February 29, 2024, is hereby adopted.

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

BE IT FURTHER RESOLVED, that the governing body of the Gloucester Township Municipal Utilities Authority will consider the Annual Budget and Capital Budget/Program for Adoption on January 19, 2023.

fschmidt@gtmua.com
(Secretary's Signature)

December 15, 2022
(Date)

Governing Body Recorded Vote

Member	Aye	Nay	Abstain	Absent
Richard P. Calabrese	X			
Joseph Pillo	X			
Franklin Schmidt	X			
Dorothy Bradley	X			
Frank Dintino	X			