#### Resolution-R-06-22-56

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

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

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

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

**AMOUNT** 

NAME

**PURPOSE** 

As Per Attached: \$408,779.86

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 16 of June 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 <u>June 16, 2022</u>

Dated: June 16, 2022

Marlene Hrynio, Administrative Secretary

P.O. Type: All Ir Range: First to Last	nclude Project (	ine Items: Yes		Open: N Paid: N Rcvd: N Held: N	Void: N Aprv: Y
Format: Condensed Include Non-Budgeted: Y	First Enc Date Prior Year		to 02/28/23	Bid: Y State: Y	
Vendor # Name PO # PO Date Description	Status	Amount	Void Amount	Contract PO Type	
A0000020 A & M PRODUCTS					
23-00399 06/02/22 SAFETY	Open	682.83	0.00		
AGG00010 AGGREGATES EQUIPMENT INC.					
23-00327 05/13/22 COMPOST SCREENER	Open	269.18	0.00		
AJ000010 A&J BAR JANITORIAL, INC.		A RELEION B			
23-00248 04/27/22 MONTHLY P.O. FOR MAY 2022	Open	523.58	0.00		
ALLIE005 ALLIED DOCUMENT SOLUTIONS INC		METERS AND IN			ALC: THE SECRETARY AND THE
23-00282 05/04/22 MAY 22 COPIER METER & OVER	RAGE Open	436.52	0.00		
23-00406 06/02/22 JAN 22 COPIER METER	Open	69.66	0.00		
23-00409 06/03/22 JUNE 22 COPIER METER	Open	69.66	0.00		
		575.84			
ARAOOO10 ARAMARK UNIFORM SERVICES INC					
23-00411 06/06/22 MAY 2022 UNIFORM RENTALS	Open	650.40	0.00		
ARTO0020 ARTHUR DOOR COMPANY					
23-00058 03/10/22 FRONT GARAGE OVERHEAD DOOF	Qpen Open	825.00	0.00		AND THE PERSON NAMED IN COLUMN TO PERSON.
ATVOCATO ATVINCAN TOUR		AND THE LIBERT WHEN			
ATKOOO10 ATKINSON, JOHN 23-00426 06/09/22 PRESCRIPTIONS: J.ATKINSON	Open	110.37	0.00		
25 00 120 00/05/22 TRESCRIPTIONS: 5.747R210501	орен	110.37	0.00		
AUT00030 AUTO & TRUCK PARTS OF DEPTFORD					A CARLES AND AND A
23-00249 04/27/22 MONTHLY P.O. FOR MAY 2022	Open	780.24	0.00		
BEL00010 BELLMAWR TRUCK REPAIR CO. INC					
23-00328 05/16/22 #43 TRUCK	Open	4,891.81	0.00		TO SEE SEE SALES AND THE OWNER SHOWS SEEL OF THE SEEL OF THE SEEL SEEL SEEL SEEL SEEL SEEL SEEL SE
	•				
BILO0030 BILLOWS ELECTRICAL SUPPLY	0-0-	116.04	0.00		
23-00250 04/27/22 MONTHLY P.O. FOR MAY 2022	0pen	116.04	0.00		
BOO00010 BOOT AMERICA, INC./STORE					
23-00345 05/18/22 SAFETY SHOES: J.LAGAMBA	Open	200.00	0.00		
23-00389 05/26/22 SAFETY SHOES: R.BRODIE	Open	174.99	0.00		
		374.99			
BRIO0010 BRICK ENGINEERING LLC		or definition of			
23-00422 06/08/22 MAY 22 GENERAL ENGINEERING	G Open	2,550.00	0.00		
CAROOO7O CARTWRIGHT KATHRYN					
23-00398 05/31/22 PRESCRIPTIONS: K.CARTWRIGH	T Open	42.16	0.00		
TO TOO ON, SA, EL TRESCRATTATION RECORDINATION	46611	,2,20	0.00		
CINO0010 CINTAS FIRST AID & SAFETY INC	0000	626.75	0.00		
23-00425 06/09/22 JUNE 22 1ST AID REFILL	Open	636.75	0.00		

Vendor # PO #	Name PO Date Description	Status	Amount	Void Amount	Contract	PO Type	
The Court of the C	READY FRESH WATER DIRECT						
23-0034	7 05/18/22 MAY 22 WATER BOTTLE SERVICE	0pen	172.38	0.00			
C1 THE PARTY OF THE PARTY	DELTA DENTAL PLAN OF NJ		1. 1·美国共主编部				
	00 05/27/22 MAY 22 DELTA DENTAL BILL	Open	421.80	0.00			
23-0040	01 06/02/22 MAY 22 DELTA DENTAL CLAIMS	Open _	3,382.00 3,803.80	0.00			
EAS00020	EASTERN LIFT TRUCK CO INC						
23-0030	02 05/06/22 FORKLIFT	Open	1,431.13	0.00			
ECH00010	ECHELON FORD, INC.						
	38 05/17/22 #1 TRUCK	Open	89.93	0.00			
23-0040	00 06/02/22 #77 TRUCK	Open _	1,032.39	0.00			
			1,122.32				
	EVOQUA WATER TECHNOLOGIES LLC		Tarres (Carre	And Street Property		AL 1995 19	
23-0035	58 05/20/22 ORR RD ODER CONTROL	Open	14,726.00	0.00			
FLE00000	FLEET PRIDE						
	53 04/27/22 MONTHLY P.O. FOR MAY 2022	0pen	270.49	0.00			
GARYSONS	GARY SAMOYAN	TO SHEET					
The state of the s	25 04/20/22 PRESCRIPTION PLAN: G.SAMOYAN	Open	18.55	0.00			
CPANONAN	GRANTURK EQUIPMENT CO. IN						
10-CENTRAL STATE OF THE PROPERTY OF THE PROPER	75 05/02/22 #33 TRUCK	Open	1,684.33	0.00	Mary Anna Carlotte		
					MODELLI CONTROLLO DE LA CONTRO		
	HOFFMAN EQUIPMENT INC 54 05/19/22 JCB LOADER	Open	196.96	0.00	for the last		
23-0033	34 03/13/22 JCB LOADER	орен	130.30	0.00			
CARE WITH SALL MANAGEMENT STORY THE	HUNTER JERSEY PETERBILT		207.64	0.00			
	25 05/13/22 #32, #33, & #34 TRUCKS 49 05/18/22 #20 TRUCK	Open Open	397.64 572.96	0.00 0.00			
23-003-	45 03/10/22 #20 TROCK	open _	970.60	0.00			
				and the same of th			
	INTELLICOM SYSTEMS INC. 22 04/20/22 KERI SYSTEMS SOFTWARE UPDATE	Open	933.45	0.00			
23-0022	22 04/20/22 KERT STSTEMS SOFTWARE OFDATE	орен	333.43	0.00			
N CONTRACTOR OF THE PARTY OF TH	JOHNSON & TOWERS INC.		1 050 00	0.00		15 M ( 15 TO )	
	85 05/04/22 JETS DUMP GRASS & RECYCLE TRKS		1,859.99 350.00	0.00			
23-0038	84 05/26/22 DPF CLEANING #18 TRK	Open _	2,209.99	0.00			
				SUSANS DIVIDADE SUSSESSES MANAGEMENT			
September 11 State of September 12 September	KENNEDY CULVERT & SUPPLY	Onon	2 840 00	0.00			
23-0020	03 04/14/22 REPAIR CLAMPS FOR ORR ROAD PS	open	3,840.00	0.00			
SECURITION STATEMENT OF STREET	KIMBALL MIDWEST						
	77 04/11/22 PUMPING STATIONS	Open Open	1,447.80	0.00			
	78 04/11/22 JETS, RECYCLE & GRASS TRUCKS 39 05/17/22 JET, RECYCLE & GRASS TRUCKS	Open Open	1,620.49 494.25	0.00			
43-003	JJ UJ/11/12 JEI, RECICLE & URASS INUCKS	open	737.23	0.00			

Vendor # Name PO # PO Date Description	Status	Amount	Void Amount	Contract PO Type	
KIM00010 KIMBALL MIDWEST Cont	inued				
23-00340 05/17/22 RECYCLE TRUCKS	Open	212.33 3,774.87	0.00		popular man ordinari con
LABO0020 LABOR TEAM USA INC.					
23-00312 05/10/22 MAY 2022 TEMP HELP	Open	31,718.17	0.00		2010/04/10/2004 (512)
LAU00020 LAUREL LAWNMOWER SERVICE					
23-00258 04/27/22 MONTHLY P.O. FOR MAY 2022	Open	247.83	0.00		
MAJ00010 MAJESTIC OIL COMPANY INC.				NOT THE THE PARTY OF THE PARTY	
23-00359 05/20/22 DIESEL FUEL-STATE CONTRACT	Open	6,259.99	0.00		AND DESCRIPTION OF STREET
23-00366 05/24/22 DIESEL FUEL-STATE CONTRACT	Open	3,989.50	0.00		
23-00383 05/26/22 DIESEL FUEL-STATE CONTRACT	Open	2,512.90	0.00		
23-00410 06/03/22 DIESEL FUEL-STATE CONTRACT	Open	2,485.68	0.00		
23-00413 06/06/22 DIESEL FUEL-STATE CONTRACT	Open	5,006.44	0.00		
		20,254.51			
MID00060 MIDWEST LUBE, INC.					
23-00353 05/19/22 RECYCLE TRUCKS	Open	371.64	0.00		
ONEO0010 ONE CALL CONCEPTS, INC.					
23-00299 05/06/22 APRIL 2022 MARKOUTS	Open	911.24	0.00		
PAI00010 PAINO DOMINICK		50. S. 1878 S. 18			
23-00423 06/08/22 PRESCRIPTIONS: D.PAINO	Open	9.12	0.00		
PASO0010 PASQUINI, DIANE					
23-00348 05/18/22 PRESCRIPTIONS: D.PASQUINI	Open	22.88	0.00		
PEN00020 PENN POWER SYSTEMS		The State of the S			
23-00317 05/12/22 TROUBLESHOOTING TERRESTRIA	Open	772.19	0.00		
PEN00040 PENNONI ASSOCIATES INC.					
23-00431 06/09/22 GENERAL ENGINEERING	Open	3,751.00	0.00		
PES00010 PEST PROFESSIONALS					
23-00350 05/18/22 MAY 22 PEST CONTROL	Open	165.00	0.00		
PETTY005 PETTY CASH		15.00	0.00		
23-00424 06/08/22 PETTY CASH	Open	15.00	0.00		
PIE00020 PIERSON, MICHAEL					
23-00365 05/24/22 PRESCRIPTIONS: M.PIERSON	Open	45.25	0.00		
PITO0050 PITNEY BOWES GLOBAL FINANCIAL			Della Salaria		1000000
23-00395 05/31/22 PAYMENT OF LEASE AGREEMENT	Open	261.45	0.00		
PRIOOOGO PRIME LUBE, INC.					
23-00326 05/13/22 RECYCLE & GRASS TRUCKS	Open	1,542.75	0.00		
RED00010 REDY BATTERY SALES, INC.					
23-00386 05/26/22 4" BY-PASS PUMP	Open	158.34	0.00		

Page No: 4

Vendor # PO #	Name PO Date	Description	Status	Amount	Void Amount	Contract	РО Туре	
SMI00020	SMITH JAY							
23-0043	9 06/10/22	PRESCRIPTIONS: J.SMITH	Open	90.00	0.00			
SOU00100	SOUTH JERS	SEY WELDING SUPPLY						
23-0035	5 05/19/22	SHOP	Open	257.55	0.00			
STA00115	ST OF NJ I	RETIREE HEALTH CARE						
23-0039	3 05/27/22	JUNE 22 H/C RETIREES BILL	Open	16,029.67	0.00			
STA00125	ST OF NJ	ACTIVE HEATLH						
23-0039	4 05/27/22	JUNE 22 H/C ACTIVE BILL	Open	53,751.35	0.00			
TIR00010	TIRE CORR	AL OF AMERICA INC						
23-0032	9 05/16/22	#2, #36, & #50 TRUCKS	Open	2,577.26	0.00			
23-0034	1 05/17/22	#38 TRUCK	Open _	1,407.88	0.00			
				3,985.14				
WAD00010	WADE, LONG	G & WOOD, & LONG LLC						
23-0042	0 06/07/22	MAY 2022 LEGAL SERVICES	Open	1,891.00	0.00			
WASTE005	WASTE MANA	AGEMENT OF NJ						
23-0035	1 05/19/22	JUNE 22 TRASH REMOVAL	Open	493.66	0.00			
Total Dur	chase Order	rs: 65 Total P.O. Line	Ttoms: (	O Total List Amo	unt: 184,92	8 80 Tota	l Void Amount:	0.00

Page No: 1

P.O. Type: All Include Project Line Items: Yes Open: N Paid: N Void: N Held: N Range: First to Last Rcvd: N Aprv: Y Bid: Y Format: Condensed First Enc Date Range: First to 02/28/23 State: Y Other: Y Exempt: Y Include Non-Budgeted: Y Prior Year Only: N Vendor # Name Void Amount PO # PO Date Description Contract PO Type Status Amount AQUOOO10 AQUA NEW JERSEY 23-00334 05/16/22 MONTHLY WATER SERVICE 354.75 0.00 Open ATLOUDZO ATLANTIC CITY ELECTRIC 23-00335 05/16/22 MONTHLY ELECTRIC SERVICE 1,800.49 0.00 Open COM00020 COMCAST 0.00 23-00304 05/09/22 MAY 2022 PHONE & INTERNET 409.93 Open FED00020 FEDEX 72.07 0.00 23-00352 05/19/22 SEND BACK BROKEN SCANNER Open NJ000090 N.J. AMERICAN WATER CO. 0.00 23-00305 05/09/22 MONTHLY WATER SERVICE 907.77 0pen NJ000120 N.J.MOTOR VEHICLE SERVICE 23-00330 05/16/22 #75 & #76 REGISTRATION RENEWAL Open 234.00 0.00 PSE00040 PSE&G 23-00336 05/16/22 MONTHLY ELECTRIC SERVICE 6,557.05 0.00 0pen STA00040 STAPLES CREDIT PLAN 1,168.96 0.00 23-00333 05/16/22 PRINTERS Open US000040 U.S.P.S.- WINDOW SERVICE 0.00 23-00360 05/20/22 DELINQUENT BILLING 2ND QUATER Open 2,130.85 VERIZOO5 VERIZON 0.00 23-00357 05/19/22 MAY 22 PHONE SERVICE 1,353.78 Open 0.00 10 Total P.O. Line Items: 0 Total List Amount: 14,989.65 Total Void Amount: Total Purchase Orders:

Page No: 1

Paid: N Void: N Open: N Include Project Line Items: Yes P.O. Type: All Rcvd: N Held: N Aprv: Y Range: First to Last to 02/28/23 Bid: Y State: Y Other: Y Exempt: Y First Enc Date Range: First Format: Condensed Prior Year Only: N Include Non-Budgeted: Y Vendor # Name Void Amount Contract PO Type PO Date Description Amount PO # Status AQUOOO10 AQUA NEW JERSEY 0.00 66.00 23-00362 05/24/22 MONTHLY WATER SERVICE Open COMCA015 COMCAST 0.00 606.90 23-00392 05/27/22 MAY 2022 PHONE & INTERNET BILL Open NJ000090 N.J. AMERICAN WATER CO. 23-00363 05/24/22 MONTHLY WATER SERVICE 115.19 0.00 Open SOU00030 SOUTH JERSEY GAS 0.00 707.31 23-00364 05/24/22 MONTHLY GAS SERVICE 0pen O Total List Amount: 1,495.40 Total Void Amount: 0.00 Total Purchase Orders: 4 Total P.O. Line Items:

Page No: 1

P.O. Type: All Range: First to Last Format: Condensed Include Non-Budgeted: Y	First Enc Da	ct Line Items: Yes ate Range: First Year Only: N	to 02/28/23	Open: N Rcvd: N Bid: Y	Paid: N Held: N State: Y	Void: N Aprv: Y Other: Y	Exempt: Y
Vendor # Name PO # PO Date Description	Status	Amount	Void Amount	Contract	t PO Type		
ATLO0020 ATLANTIC CITY ELECTRIC							ASSESSED IN
23-00397 05/31/22 MONTHLY ELECTRIC SERVICE	Open	7,083.13	0.00				
HEALTOOS HEALTHLIFT PHARMACY SERVICES		The state of the state of				4 5 6 80	
23-00356 05/19/22 WORKMEN'S COMP PRESCRIPT	ION: Open	24.20	0.00				
HOMO0020 HOME DEPOT CREDIT SERVICE							
23-00407 06/03/22 VARIOUS SUPPLIES	Open	262.82	0.00				
PSE00040 PSE&G							ALC: NO.
23-00396 05/31/22 MONTHLY ELECTRIC SERVICE	Open	3,851.63	0.00			THE SECTION OF SECTION	
SOU00030 SOUTH JERSEY GAS							
23-00408 06/03/22 MONTHLY GAS SERVICE	Open	64.56	0.00				
Total Purchase Orders: 5 Total P.O. Li	ne Items:	O Total List Amo	ount: 11,2	86.34 Tot	tal Void Am	nount:	0.00

#### 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
1634	05/17/2022	46,259.11	USD	Bank Confirmed	OPERATING	6)	PAYROLL		Transfer Ref	Template Code	Freeform	No
1632	05/17/2022	442.57	USD	Bank Confirmed	OPERATING	510	PAYROLL				Freeform	No
1630	05/17/2022	447.83	USD	Bank Confirmed	OPERATING	The second company	PAYROLL					
							PATROLL				Freeform	No

#### REPORT TOTALS

Fulton Bank

#### Fulton Bank

#### FNJ - GLOUCESTER TOWNSHIP MUA - 210743387

ID	Transfer Date	Amount	Debit Currency	Status	From Account Name	From Account Number	To Account Name	To Assert Number	Transfer Ref	Template Code	Entry Method	Duplicate	
1638	05/24/2022	442.57	USD	Bank Confirmed	OPERATING	Table 1	PAYROLL				Freeform	No	10
1636	05/24/2022	45,567.39	USD	Bank Confirmed	OPERATING		PAYROLL				Freeform	No	

#### REPORT TOTALS

Transfers		Total Credit Amount	Payments	
Transfers	(USD to USD)	46,009.96 USD	2	

FNJ - GLOUCESTER TOWNSHIP MUA Confidential User: TGERVASI Report Generated: 05/24/2022 01:52:04 PM

#### Fulton Bank

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	
1642	06/01/2022	529.36	USD	Bank Confirmed	OPERATING		PAYROLL				Freeform	No	
1640	06/01/2022	53,947.77	USD	Bank Confirmed	OPERATING		PAYROLL	\			Freeform	No	

#### REPORT TOTALS

Transfers		Total Credit Amount	Payments	
Transfers	(USD to USD)	54,477.13 USD	2	

#### **Fulton Bank**

#### 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
1646	06/07/2022	47,977.84	USD	Bank Confirmed	OPERATING	-	PAYROLL				Freeform	No
1644	06/07/2022	465.23	USD	Bank Confirmed	OPERATING		PAYROLL				Freeform	No

#### REPORT TOTALS

Transfers		Total Credit Amount	Payments	
Transfers	(USD to USD)	48,443.07 USD	2	

FNJ - GLOUCESTER TOWNSHIP MUA Confidential User: TGERVASI

#### Resolution-R-06-22-57

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

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

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

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

AMOUNT NAME PURPOSE

As Per Attached: \$58,779.34

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 16 of June 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 <u>June 16, 2022</u>

Dated: June 16, 2022

Marlene Hrynio, Administrative Secretary

Page No: 1

P.O. Type: All Range: First to Last Format: Condensed Include Non-Budgeted: Y	First Enc D	ct Line Items: Yes ate Range: First Year Only: N	to 02/28/23	Open: N Rcvd: N Bid: Y	Paid: N Held: N State: Y	Void: N Aprv: Y Other: Y	Exempt: Y
Vendor # Name PO # PO Date Description	Status	Amount	Void Amount	Contract	: РО Туре		
PEN00040 PENNONI ASSOCIATES INC.				4-2-575			
23-00432 06/09/22 SEWER REHAB 2020 PHASE 1	Open	150.00	0.00				
23-00433 06/09/22 BROOKWOOD GENERATOR	Open	486.00	0.00				
23-00434 06/09/22 ORR RD FORCE MAIN	Open	375.00	0.00				
23-00435 06/09/22 HIGHLAND PARK PS EMERGENC	Y Open	7,449.00	0.00				
23-00436 06/09/22 ORR RD SEWER EXTENSION	Open	891.50 9,351.50	0.00				
WADOOO10 WADE, LONG & WOOD, & LONG LLC							
23-00419 06/07/22 MAY 2022 LEGAL SERVICES	Open	186.00	0.00				
XYL00010 XYLEM SHARED SERVICE							
23-00206 04/14/22 REPLACE FOREST RIDGE PUMP	S Open	16,848.60	0.00				
23-00207 04/14/22 REPLACE WOODS LANE PUMPS	Open	14,627.40	0.00				
23-00315 05/11/22 REPLACE LAUREL HILL PUMPS		17,765.84 49,241.84	0.00				
Total Purchase Orders: 9 Total P.O. Lin	e Items:	O Total List Amo	unt: 58,7	79.34 Tot	al Void Am	nount:	0.00

#### Resolution-R-06-22-58

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

**As Per Attached: \$4,378.67** 

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 16 of June 2022

Richard & Calabrese, Chairman

ATTEST:

Frank Schmidt, Secretary

I hereby certify that the foregoing is a true and exact copy of a resolution introduced and adopted by The Gloucester Township Municipal Utilities Authority at a meeting held on <u>June 16, 2022</u>

Dated: June 16, 2022

Marlene Hrynio, Administrative Secretary

June 13, 2022 08:45 AM

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

Page No: 1

P.O. Type: All Include Project Line Items: Yes Paid: N Void: N Open: N Range: First Rcvd: N Held: N to Last Aprv: Y Format: Condensed First Enc Date Range: First to 02/28/23 Bid: Y Other: Y State: Y Exempt: Y Include Non-Budgeted: Y Prior Year Only: N Vendor # Name PO Date Description Void Amount PO # Status Amount Contract PO Type AMPLEOOS AMPLER DEVELOPMENT 23-00388 05/26/22 RETURN ESCROW-CLOSE ACCOUNT Open 50.00 0.00 GTM00070 GTMUA RESERVE FUND 23-00292 05/05/22 ESCROW BILLING 1/1/22-4/30/22 Open 1,040.00 0.00 JEMSTOOS JEMSTONE CROSS KEYS, LLC 23-00131 03/30/22 RETURN ESCROW-CLOSE ACCOUNT 0.00 Open 3,288.67 Total Purchase Orders: 3 Total P.O. Line Items: O Total List Amount: 4,378.67 Total Void Amount: 0.00

# RESOLUTION GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY AUTHORIZING THE AWARD OF BID FOR HIGHLAND PARK GENERATOR – GTMUA 22002 TO RONALD JANNEY ELECTRICAL CONTRACTOR, INC.

#### R-06-22-59

**WHEREAS**, specifications were completed by Pennoni Associates, Inc. ("Pennoni") and bids were properly advertised by the Gloucester Township Municipal Utilities Authority ("GTMUA" and/or "Authority") for Contract GTMUA 22002 – Highland Park Generator; and

**WHEREAS,** the Authority received five (5) bids for the specified Contract. The bid was received on Tuesday, June 8, 2022, at 2:00 p.m. as follows:

VENDOR	BASE BID
<ol> <li>Ronald Janney Electrical Contractor, Inc.</li> <li>Wysocki Electric, Inc.</li> <li>Maguire Electrical Construction, LLC</li> <li>Scalfo Electric, Inc.</li> <li>GMH Associates of America, Inc.</li> </ol>	\$ 54,850.00 \$ 78,475.00 \$ 79,100.00 \$ 92,600.00 \$106,699.00
Engineer's Estimate:	\$80,000.00

WHEREAS, upon review of the bids submitted, the apparent lowest responsible bidder was Ronald Janney Electrical Contractor, Inc.; and

WHEREAS, following a review of the bid submitted by Ronald Janney Electrical Contractor, Inc., no defects were uncovered and Thomas Leisse, PE, CME, Authority Engineer, via letter opinion dated June 10, 2022, recommended the award of the above referenced contract to Ronald Janney Electrical Contractors, Inc., pending Authority Solicitor's review; and

WHEREAS, the Authority's Solicitor, Christopher F. Long, Esq. has reviewed the bid submitted by Ronald Janney Electrical Contractor, Inc. and the letter opinion of June 10, 2022 from Mr. Leisse, and, via letter opinion dated June 13, 2022, recommended the award of Contract GTMUA 22002 – Highland Park Generator to Ronald Janney Electrical Contractor, Inc., as the bid complied with all essential provisions of the bid specifications; and

WHEREAS, the Authority's Executive Director concurs with the aforementioned recommendations to award Contract GTMUA 22002 – Highland Park Generator to Ronald Janney Electrical Contractor, Inc.; and

WHEREAS, Ronald Janney Electrical Contractor, Inc. is the lowest qualified bidder in the amount as set forth above; and

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

- 1. The provisions of the **WHEREAS** clauses set forth above are incorporated herein by reference and made a part hereof.
- 2. Contract GTMUA 22002 Highland Park Generator is awarded to Ronald Janney Electrical Contractor, Inc. in the amount of \$54,850.00.
- 3. The Authority's Executive Director and/or his designee is hereby directed to take any and all necessary steps to effectuate the contract between the Authority and Ronald Janney Electrical Contractor, Inc.

**BE IT FURTHER RESOLVED**, that the Gloucester Township Municipal Utilities Authority certifies that funds are available for payment of this project. The amount to be expended under this resolution shall not exceed \$54,850.00. Funds will be charged against the Renewal & Replacement Fund.

ATTEST:

Frank Schmidt, Secretary

THE GLOUCESTER TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY

Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of June 16, 2022.

Marlene Hrynio, Administrative Secretary

Dated: June 16, 2022



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

www.pennoni.com

June 10, 2022

**GTMUA 22002** 

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

RE:

**BID RESULTS AND RECOMMENDATION FOR AWARD** 

HIGHLAND PARK GENERATOR

Dear Mr. Carr:

Five (5) bids were received for the aforementioned project on June 8, 2022 at 2:00 PM (original copy on file at the Authority). The bids ranged from \$54,850.00 to \$106,699.00. The bid tabulation is also on file at the Authority.

Ronald Janney Electrical Contractor, Inc of Estell Manor, NJ submitted the lowest qualifying bid. No written requests for clarification were received and no addendum was issued. The bidder made no noted exceptions to the Specifications.

Upon review of Janney's bid, I found no irregularities. Ronald Janney Electrical Contractor, Inc. has successfully performed similar work for the Authority in the past.

Pending the Authority Solicitor's determination, I recommend that the Authority award the Highland Park Generator project to Ronald Janney Electrical Contractor, Inc. for the low bid amount of \$54,850.00.

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

Sincerely,

PENNONI ASSOCIATES INC.

Thomas Leisse, PE, CME

**Authority Engineer** 

cc: Marlene Hrynio, GTMUA

Howard Long, GTMUA Solicitor

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

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

John D. Wade† OF COUNSEL

Leonard J. Wood, Jr.†
OF COUNSEL

John A. Moustakas†◊

† Admitted to NJ Bar

± Admitted to Washington DC Bar

Admitted to PA Bar

June 13, 2022

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

RE: GTMUA-22002

**Highland Park Generator** 

Dear Mr. Carr:

#### I. INTRODUCTION

This office has reviewed the documents provided regarding the bid submission with respect to the Contract for GTMUA-22002 for the Highland Park Generator project on behalf of the Gloucester Township Municipal Utilities Authority ("GTMUA" and/or "Authority"). The Authority received five (5) bids for the Contract. The bids were submitted on June 8, 2022, as follows:

VENDOR		BASE BID		
1.	Ronald Janney Electrical Contractor, Inc.	\$54,850.00		
2.	Wysocki Electric, Inc.	\$78,475.00		
3.	Maguire Electrical Construction, LLC	\$79,100.00		
4.	Scalfo Electric, Inc.	\$92,600.00		
5.	GMH Associates of America, Inc.	\$106,699.00		

#### II. FACTUAL ANALYSIS

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

**RE: GTMUA-22002** 

**Highland Park Generator** 

#### III. LEGAL ANALYSIS

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

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

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

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

There are two (2) criteria for determining whether a specific non-compliance constitutes a substantial and, hence, non-waivable irregularity: (1) Whether the effect of a waiver would be to deprive the public body of its assurance that the Contract will be entered into, performed, and guaranteed according to its specific requirements; and (2) Whether it is of such a nature that its waiver would adversely affect competitive bidding by placing a bidder in a position of advantage over the other bidders or by otherwise

RE:

GTMUA-22002

**Highland Park Generator** 

undermining the necessary common standard of competition. <u>Township of River Vale v. R.J. Longo</u> Constr. Co., 127 N.J.Super. 207, 222 (Law.Div.1974).

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

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

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

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

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

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

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

#### **RE:** GTMUA-22002

#### **Highland Park Generator**

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

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

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

#### IV. RONALD JANNEY ELECTRICAL CONTRACTOR, INC.'S BID

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

- 1. Bid Bond;
- 2. Consent of Surety;
- 3. Surety Disclosure Statement and Certification;
- 4. Power of Attorney;
- 5. Certificate of Authority;
- 6. Surety Financial Statement;
- 7. Bid Document Submission Checklist;
- 8. Proposal;
- 9. Subcontractor Information;
- 10. Equipment List;
- 11. Public Works Contractor Registration Act Certificate;
- 12. New Jersey Business Registration Certificate;
- 13. Electrical Contractor License/Electrical Business Permit;
- 14. Installer Qualifications;
- 15. Experience List:
- 16. Contractor Information;
- 17. Acknowledgment of Addenda;
- 18. Statement of Ownership Disclosure;
- 19. Bidder's Affidavit;
- 20. Affirmative Action Questionnaire and Information Form;

**RE:** GTMUA-22002

**Highland Park Generator** 

- 21. Certificate of Employee Information Report;
- 22. Non-Collusion Affidavit;
- 23. Return of Bid Security;
- 24. Disclosure of Investment Activities in Iran Form;
- 25. Certification of Non-Debarment for Federal Government Contracts.

The bid submitted by Janney is in the appropriate form.

#### V. CONCLUSION

After researching the applicable law, reviewing the Contract specifications and documents, and conferring with staff, it is my legal opinion that the lowest responsible bidder for contract GTMUA-22002, Highland Park Generator project on behalf of the GTMUA is Janney. It is therefore recommended that a Resolution be placed on the Agenda for an upcoming meeting awarding said contract to Janney subject to staff concurrence and the availability of funds.

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

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

Christopher 7. Long

Christopher F. Long, Esquire

cc: Thomas Leisse, PE, CME Marlene Hrynio

#### RESOLUTION

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

#### R-06-22-60

WHEREAS, the Gloucester Township Municipal Utility Authority has determined to move forward with the EMEX Reverse Auction in order procure electricity for the and Gloucester Township Municipal Utility Authority

WHEREAS, the Local Government Electronic Procurement Act (P.L. 2018, c. 156) (the "Act") authorizes the purchase of electricity supply service for public use through the use of an online auction service; and

WHEREAS, Gloucester Township Municipal Utility Authority will utilize the online auction services of EMEX, LLC, a division of Mantis Innovation an approved vendor pursuant to the Act; and

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

WHEREAS, the auction will be conducted pursuant to the Act; and be it

**FURTHER RESOLVED,** that the Executive Director of the Gloucester Township Municipal Utility Authority or his designee, is hereby authorized to execute on behalf of the Gloucester Township Municipal Utility Authority any electricity contract proffered by the participating supplier that submits the winning bid in the EMEX Reverse Auction, subject to review of the Authority Solicitor.

ATTEST:

Frank Schmidt, Secretary

THE GLOUCESTER TOWNSHIP
MUNICIPAL UTILITIES AUTHORITY

Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of June 16, 2022.

Marlene Hrynio, Administrative Secretary

Dated: June 16, 2022

#### RESOLUTION

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

#### R-06-22-61

WHEREAS, Township of Gloucester ("GT") and the Gloucester Township Municipal Utilities Authority ("GTMUA") have determined that the use of GTMUA's "EMERGENCY SERVICES CONTRACT with R.D. ZEULI, INC.", awarded pursuant to GTMUA Resolution R-06-20-57 on June 18, 2020, with a one year extension awarded pursuant to GTMUA Resolution R-06-21-56 on June 17, 2021 and a second one year extension awarded pursuant to GTMUA Resolutions R-05-22-52 on May 19, 2022, will be beneficial and cost effective to GT and it's taxpayers; and

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

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

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

**WHEREAS**, the GTMUA desires to authorize the execution of an Inter-Municipal Service Agreement in the form attached hereto and made a part hereof, the form of which has been reviewed and approved by the Solicitor of the GTMUA.

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

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

ATTEST:

Frank Schmidt, Secretary

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THE GLOUCESTER TOWNSHIP

MUNICIPAL UTILITIES AUTHORITY

Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of June 16, 2022.

Marlene Hrynio, Administrative Secretary

Dated: June 16, 2022

## SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF GLOUCESTER TO ALLOW THE USE OF ITS EMERGENCY SERVICES CONTRACTOR AGREEMENT THROUGH JULY 1, 2023

THIS AGREEMENT made this 1<sup>st</sup> day of July, 2022 shall be between the TOWNSHIP OF GLOUCESTER (hereinafter "GT"), having its principal place of business located at P.O. Box 8, Blackwood, NJ 08012, and GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY (hereinafter "GTMUA"), located at 401 W. Landing Road, Blackwood, NJ 08012.

#### **RECITALS:**

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

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

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

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

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

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

- 1. <u>Term.</u> This Agreement shall be for a period commencing July 1, 2022 and ending on July 1, 2023. In addition, the Agreement shall be cancellable at the end of the calendar year upon thirty (30) days written notice by any party to this Agreement.
- 2. <u>Scope of Work</u>. GTMUA agrees to extend to GT all rights and privileges provided under the terms of agreement for the contract titled "The R.D. ZEULI, INC., EMERGENCY SERVICES CONTRACT".
- 3. <u>Payment</u>. Payment will be made from GT directly to GTMUA for said services rendered. Payments shall be in accordance with GTMUA's contracted fee schedule.

- 4. <u>Contact Person</u>. GTMUA agrees to appoint a person to act as a liaison to serve as the Contact Person (hereinafter referred to as the "Contact Person") in order to support and facilitate the orderly and efficient distribution of work requests.
- 5. Indemnification. Each party shall be responsible for and agrees to indemnify and hold the other party harmless from and against all third-party claims, demands and causes of action for direct damages (including reasonable legal fees) for personal injuries or damage to tangible property to the extent directly resulting from the willful misconduct or negligent acts or omissions of the indemnifying party, its officers, agents or employees. GTMUA shall include in its contracts with outside vendors providing goods or services to GT pursuant to this Agreement a provision that any such contractor or supplier providing goods or services hereunder shall agree to indemnify, defend and hold harmless GT from and against all third-party claims, demands and causes of action for direct damages (including reasonable legal fees) for personal injuries or damage to tangible property resulting from the willful misconduct or negligent acts or omissions of the contractor or suppler, its officers, agents, employees or subcontractors. The party seeking indemnification agrees to notify the other party as soon as practical of any thirdparty claim, demand or cause of action for which it will request indemnification. The indemnitee will provide indemnitor with the necessary information and assistance to defend such claim, demand or cause of action.
- 6. <u>Agreements</u>. This contract, including any attachment to it and documents therein included by reference, sets forth the entire understanding and agreement between GTMUA and GT.
- 7. <u>Law</u>. This contract is made under and shall be governed by the laws of the State of New Jersey.
- 8. Agency. Except as provided otherwise herein, neither party shall act as the agent of the other and neither shall have the ability to bind the other without express written permission duly authorized by the appropriate governing body.
- 9. <u>Notices</u>. All notices hereunder shall be in writing and sent certified mail, return receipt requested, for GTMUA to:

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

As to GT:

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

#### 10. Miscellaneous:

#### a. Shared Services

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

#### b. Amendments

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

#### c. Headings

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

#### d. Invalid Clause

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

#### e. Entire Agreement

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

#### f. Assignability

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

#### g. Affirmative Action

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

#### h. Waiver

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

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

GLOUCESTER TOWNSHIP	GTMUA
By:	By:
Name:	Name: Richard P. Calabrese
Title:	Title: Chairman
Date:	Date:
ATTEST:	ATTEST: