

## Resolution-R-02-22-19

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

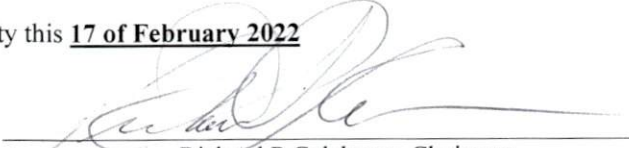
BE IT FURTHER RESOLVED THAT such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

AMOUNT	NAME	PURPOSE
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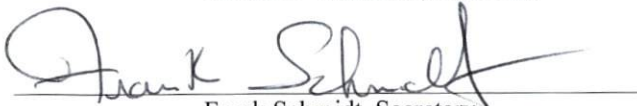
**As Per Attached: \$545,014.04**

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

Passed The Gloucester Township Municipal Utilities Authority this 17 of February 2022

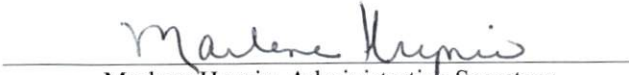
  
Richard P Calabrese, Chairman

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 February 17, 2022

Dated: February 17, 2022

  
Marlene Hrynio, Administrative Secretary





Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
<b>CAR00070 CARTWRIGHT KATHRYN</b>								
	22-01446	01/26/22	PRESCRIPTION: K.CARTWRIGHT	Open	121.33	0.00		
<b>COM00020 COMCAST</b>								
	22-01521	02/11/22	FEB 22 PHONE & INTERNET BILL	Open	412.08	0.00		
<b>COU00010 COURIER POST</b>								
	22-01288	12/21/21	3 - ADS	Open	259.92	0.00		
<b>DEE00010 READY FRESH WATER DIRECT</b>								
	22-01401	01/19/22	JAN 22 WATER BOTTLE SERVICE	Open	39.45	0.00		
<b>DEL00080 DELTA DENTAL PLAN OF NJ</b>								
	22-01451	01/28/22	JANUARY 22 DELTA DENTAL BILL	Open	429.20	0.00		
	22-01487	02/08/22	DELTA DENTAL CLAIMS	Open	<u>1,741.00</u>	0.00		
					2,170.20			
<b>ECH00010 ECHELON FORD, INC.</b>								
	22-01419	01/20/22	#1 TRUCK	Open	170.75	0.00		
<b>ENG00010 ENGELBERT GLENN</b>								
	22-01422	01/20/22	PRESCRIPTIONS: G.ENGELBERT	Open	30.00	0.00		
	22-01518	02/11/22	EYEGLASSES: G.ENGELBERT	Open	<u>300.00</u>	0.00		
					330.00			
<b>FLE00000 FLEET PRIDE</b>								
	22-01302	12/21/21	MONTHLY P.O. FOR JANUARY 2022	Open	597.00	0.00		
	22-01433	01/25/22	GREASE GUNS	Open	<u>289.00</u>	0.00		
					886.00			
<b>GLO00050 GLOUCESTER PLUMBING SUPPLY</b>								
	22-01321	12/28/21	REPLACEMENT PARTS: ROD MACHINE	Open	125.22	0.00		
<b>GOR00010 GORE, KEVIN</b>								
	22-01453	01/31/22	EYEGLASSES: K.GORE	Open	300.00	0.00		
<b>HIL00010 HILLTOP BLOCK &amp; SUPPLY</b>								
	22-01304	12/21/21	MONTHLY P.O. FOR JANUARY 2022	Open	151.97	0.00		
<b>HOFFM005 HOFFMAN SERVICES</b>								
	22-01418	01/20/22	INSPECTION OF LIFTS	Open	600.00	0.00		
<b>HUN00020 HUNTER JERSEY PETERBILT</b>								
	22-01353	01/10/22	#43 TRUCK	Open	193.49	0.00		
<b>KEN00020 KENNEDY CULVERT &amp; SUPPLY</b>								
	22-01307	12/21/21	MONTHLY P.O. FOR JANUARY 2022	Open	679.00	0.00		
<b>LAB00020 LABOR TEAM USA INC.</b>								
	22-01500	02/09/22	TEMP HELP	Open	429.00	0.00		
<b>LAU00020 LAUREL LAWNMOWER SERVICE</b>								
	22-01308	12/21/21	MONTHLY P.O. FOR JANUARY 2022	Open	386.00	0.00		

Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
<b>LYNCH005 LYNCH, TRACEY</b>								
	22-01448	01/26/22	PRESCRIPTIONS: T.LYNCH	Open	131.29	0.00		
<b>MAJ00010 MAJESTIC OIL COMPANY INC.</b>								
	22-01450	01/27/22	DIESEL FUEL-STATE CONTRACT	Open	2,230.61	0.00		
	22-01458	02/01/22	DIESEL FUEL-STATE CONTRACT	Open	1,613.96	0.00		
	22-01479	02/08/22	DIESEL FUEL-STATE CONTRACT	Open	<u>2,952.18</u>	0.00		
					6,796.75			
<b>MAR00050 MARLENE HRYNIO</b>								
	22-01520	02/11/22	PRESCRIPTIONS: M.HRYNIO	Open	77.51	0.00		
<b>NUWAV005 NU-WAVE CLEANING, LLC</b>								
	22-01393	01/13/22	SANITATION OF BUILDING 1/15/22	Open	725.00	0.00		
<b>OFF00010 OFFICE BASICS</b>								
	22-01392	01/13/22	OFFICE SUPPLIES	Open	223.39	0.00		
	22-01420	01/20/22	OFFICE SUPPLIES	Open	66.82	0.00		
	22-01460	02/01/22	OFFICE SUPPLIES	Open	<u>48.65</u>	0.00		
					338.86			
<b>ONE00010 ONE CALL CONCEPTS, INC.</b>								
	22-01501	02/09/22	JANUARY 22 MONTHLY MARKOUTS	Open	608.43	0.00		
<b>PAI00010 PAINO DOMINICK</b>								
	22-01421	01/20/22	PRESCRIPTIONS: D.PAINO	Open	153.19	0.00		
<b>PAS00010 PASQUINI, DIANE</b>								
	22-01498	02/09/22	PRESCRIPTIONS: D.PASQUINI	Open	8.35	0.00		
<b>PAYAR005 PAYARGO INC</b>								
	22-01347	01/10/22	PAYARGO BILL 7/1/21-12/31/21	Open	979.65	0.00		
<b>PEN00040 PENNONI ASSOCIATES INC.</b>								
	22-01509	02/10/22	MONTHLY RETAINER	Open	1,000.00	0.00		
	22-01510	02/10/22	EMERGENCY REPAIR HIGHLAND PARK	Open	690.00	0.00		
	22-01511	02/10/22	GENERAL ENGINEERING	Open	<u>364.50</u>	0.00		
					2,054.50			
<b>PES00010 PEST PROFESSIONALS</b>								
	22-01400	01/18/22	JANUARY 2022 PEST CONTROL	Open	165.00	0.00		
<b>PIE00020 PIERSON, MICHAEL</b>								
	22-01499	02/09/22	EYEGLASSES: M.PIERSON (SPOUSE)	Open	300.00	0.00		
<b>POR00020 PORTER DEBORAH</b>								
	22-01506	02/10/22	EYEGLASSES: D.PORTER	Open	10.00	0.00		
	22-01507	02/10/22	PRESCRIPTIONS: D.PORTER	Open	<u>31.01</u>	0.00		
					41.01			
<b>PRI00060 PRIME LUBE, INC.</b>								
	22-01337	12/30/21	ALL VEHICALS WITH DEF	Open	2,607.80	0.00		



Vendor # Name	PO #	PO Date	Description	Status	Amount	Void Amount	Contract	PO Type
<b>SCIAC005 SCIACCA, JOEL</b>								
	22-01508	02/10/22	PRESCRIPTIONS: J.SCIACCA	Open	16.34	0.00		
<b>SHU00010 SHUPPER-BRICKLE EQUIPMENT</b>								
	22-01196	11/30/21	ANNUAL HOIST INPSECTION	Open	675.00	0.00		
<b>SOU00100 SOUTH JERSEY WELDING SUPPLYINC</b>								
	22-01355	01/11/22	SHOP	Open	81.00	0.00		
<b>STA00115 ST OF NJ RETIREE HEALTH CARE</b>								
	22-01495	02/09/22	FEBRUARY 22 H/C RETIREES BILL	Open	19,089.73	0.00		
<b>STA00125 ST OF NJ ACTIVE HEATHLH</b>								
	22-01496	02/09/22	FEBRUARY 22 H/C ACTIVE BILL	Open	55,407.56	0.00		
<b>SWKTE005 SWK TECHNOLOGIES INC</b>								
	22-01106	11/08/21	ISSUES WITH MARLENE'S COMPUTER	Open	33.75	0.00		
	22-01357	01/11/22	IT SUPPORT	Open	843.76	0.00		
	22-01402	01/19/22	JANUARY 22 IT SUPPORT	Open	1,077.51	0.00		
					<u>1,955.02</u>			
<b>TIR00010 TIRE CORRAL OF AMERICA INC</b>								
	22-01354	01/11/22	#44 TRUCK	Open	1,891.50	0.00		
<b>TOW00030 TOWNSHIP OF GLOUCESTER</b>								
	22-01435	01/26/22	WORKMAN'S COMP (LAGAMBA)	Open	5,698.16	0.00		
<b>TRE00040 TREASURER - STATE OF NJ</b>								
	22-01362	01/12/22	WATER ALLOCATION FEES	Open	215.00	0.00		
<b>WAD00010 WADE, LONG &amp; WOOD,&amp; LONG LLC</b>								
	22-01459	02/01/22	JANUARY 22 LEGAL SERVICES	Open	1,960.00	0.00		
<b>WASTE005 WASTE MANAGEMENT OF NJ</b>								
	22-01443	01/26/22	FEB 22 TRASH REMOVAL	Open	186.76	0.00		
<b>WOODY005 WOODY'S ASPE LLC</b>								
	22-01426	01/20/22	YEARLY FIRE EXT. INSPECTION	Open	472.35	0.00		
<b>XYL00010 XYLEM SHARED SERVICE</b>								
	22-01394	01/13/22	SPARE WET WELL T-HANDLE KEYS	Open	244.27	0.00		
<hr/>								
Total Purchase Orders:	73	Total P.O. Line Items:	0	Total List Amount:	120,972.94	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 02/28/22  
 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		Status	Amount	Void Amount	Contract	PO Type
PO #	PO Date Description					
SWKTE005	SWK TECHNOLOGIES INC					
22-01283	12/20/21 RENEWAL OF CISCO ROUTER	Open	604.85	0.00		

Total Purchase Orders: 1 Total P.O. Line Items: 0 Total List Amount: 604.85 Total Void Amount: 0.00



# Transfer List View | Upcoming Transfers

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
1536	01/19/2022	248.12	USD	Bank Confirmed	OPERATING		PAYROLL				Freeform	No
1534	01/19/2022	220.39	USD	Bank Confirmed	OPERATING		PAYROLL				Freeform	No
1532	01/19/2022	45,602.34	USD	Bank Confirmed	OPERATING		PAYROLL				Freeform	No

**REPORT TOTALS**

Transfers		Total Credit Amount	Payments
Transfers	(USD to USD)	46,070.85 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
1540	01/25/2022	442.57	USD	Bank Confirmed	OPERATING		PAYROLL	
1538	01/25/2022	46,508.68	USD	Bank Confirmed	OPERATING		PAYROLL	

## REPORT TOTALS

Transfers		Total Credit Amount	Payments
Transfers	(USD to USD)	46,951.25 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
1544	02/01/2022	50,720.70	USD	Bank Confirmed	OPERATING		PAYROLL	
1542	02/01/2022	487.01	USD	Bank Confirmed	OPERATING		PAYROLL	

### REPORT TOTALS

Transfers	Total Credit Amount	Payments
Transfers (USD to USD)	51,207.71 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
1548	02/08/2022	459.23	USD	Released	OPERATING		PAYROLL	
1546	02/08/2022	46,629.08	USD	Bank Confirmed	OPERATING		PAYROLL	

**REPORT TOTALS**

Transfers		Total Credit Amount	Payments
Transfers	(USD to USD)	47,088.31 USD	2

# Resolution-R-02-22-20

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

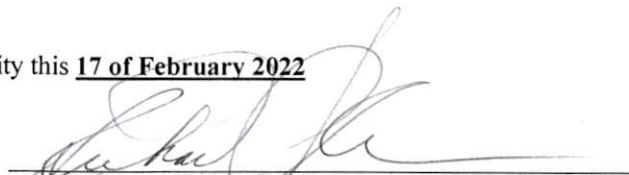
BE IT FURTHER RESOLVED THAT such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

AMOUNT	NAME	PURPOSE
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**As Per Attached: \$21,033.50**

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

Passed The Gloucester Township Municipal Utilities Authority this 17 of February 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 February 17, 2022

Dated: February 17, 2022

  
Marlene Hrynio, Administrative Secretary





# Resolution-R-02-22-21

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

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

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

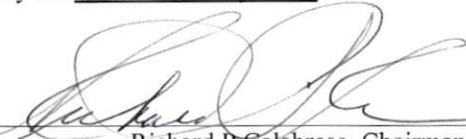
BE IT FURTHER RESOLVED THAT such requisition contains no item representing payment on account of any retained percentages which the Authority is at the date of such certificate entitled to retain.

AMOUNT	NAME	PURPOSE
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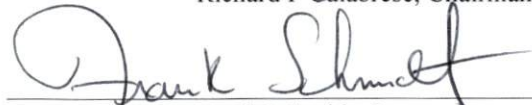
**As Per Attached: \$2,550.00**

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

Passed The Gloucester Township Municipal Utilities Authority this 17 of February 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 February 17, 2022

Dated: February 17, 2022

  
Marlene Hrynio, Administrative Secretary





**RESOLUTION  
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY  
AUTHORIZING THE AWARD OF BID FOR  
BROOKWOOD GENERATOR – GTMUA 21009 TO  
WYSOCKI ELECTRIC, INC.**

**R-02-22-22**

**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 21009 – Brookwood Generator; and

**WHEREAS**, the Authority received six (6) bids for the specified Contract. The bid was received on Tuesday, February 8, 2022, at 2:00 p.m. as follows:

<u><b>VENDOR</b></u>	<u><b>BASE BID</b></u>
1. Wysocki Electric, Inc.	\$49,132.00
2. Janney Electric	\$53,850.00
3. Maguire Electrical	\$67,560.00
4. Leeway Electric	\$78,000.00
5. MJF Electrical	\$78,900.00
6. GMH Association	\$93,360.00
<u>Engineer’s Estimate:</u>	<u>\$55,750.00</u>

**WHEREAS**, upon review of the bids submitted, the apparent lowest responsible bidder was Wysocki Electric, Inc.; and

**WHEREAS**, following a review of the bid submitted by Wysocki Electric, Inc., no defects were uncovered and Thomas Lisse, PE, CME, Authority Engineer, via letter opinion dated February 9, 2022, recommended the award of the above referenced contract to Wysocki Electric Inc., pending Authority Solicitor’s review; and

**WHEREAS**, the Authority’s Solicitor, Christopher F. Long, Esq. has reviewed the bid submitted by Wysocki Electric, Inc. and the letter opinion of February 9, 2022 from Mr. Lisse, and, via letter opinion dated February 14, 2022, recommended the award of Contract GTMUA 21009 – Brookwood Generator to Wysocki Electric, 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 21009 – Brookwood Generator to Wysocki Electric, Inc.; and


**WHEREAS**, Wysocki Electric, 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 21009 – Brookwood Generator is awarded to Wysocki Electric, Inc. in the amount of \$49,132.00.
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 Wysocki Electric, 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 \$49,132.00. Funds will be charged against the Renewal & Replacement Fund.

**ATTEST:**

  
Frank Schmidt, Assistant Secretary

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

  
Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of February 17, 2022.

  
Marlene Hrynio, Administrative Secretary

Dated: February 17, 2022

February 9, 2022

GTMUA 21009

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

**RE: BID RESULTS AND RECOMMENDATION FOR AWARD  
BROOKWOOD GENERATOR**

Dear Mr. Carr:

Six (6) bids were received for the aforementioned project on February 8, 2022 at 2:00 PM (original copy on file at the Authority). The bids ranged from \$49,132.00 to \$78,900.00. The bid tabulation is also on file at the Authority.

Wysocki Electric Inc. of Pennsville, 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 Wysocki's bid, I found no irregularities. Wysocki Electric Inc. has successfully performed similar work in the past.

Pending the Authority Solicitor's determination, I recommend that the Authority award the Brookwood Generator project to Wysocki Electric Inc. for the low bid amount of \$49,132.00.

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

Sincerely,

**PENNONI ASSOCIATES INC.**



Thomas Lisse, 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 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

February 14, 2022

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

**RE:   GTMUA 21009**  
**Brookwood Generator**

Dear Mr. Carr:

## **I.       INTRODUCTION**

This office has reviewed the documents provided regarding the bid submissions with respect to the Contract for GTMUA 21009 for the Brookwood Generator project on behalf of the Gloucester Township Municipal Utilities Authority (“GTMUA” and/or “Authority”). The Authority received six (6) bids for the Contract. The bid were submitted on February 8, 2022, as follows:

<b><u>VENDOR</u></b>	<b><u>TOTAL BID</u></b>
1. Wysocki Electric, Inc.	\$49,132.00
2. Janney Electric	\$53,850.00
3. Maguire Electrical Const.	\$67,560.00
4. Leeway Electric	\$78,000.00
5. MJF Electrical	\$78,900.00
6. GMH Association	\$93,360.00

## **II.      FACTUAL ANALYSIS**

The apparent low bid for the above referenced contract was submitted Wysocki Electric, Inc. (“Wysocki”). Following my review of the bid, no defects were uncovered, and the bid complied with the specifications from a legal Wysocki’s bid complies with the technical specifications and recommended award of the contract to Wysocki subject to this office’s review.

**RE: GTMUA 21009**  
**Brookwood 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. Hall Const. Co., Inc. v. New Jersey Sports & Exposition Authority, 295 N.J.Super. 629, 634 (App.Div.1996). Furthermore, public bidding statutes exist for the good of taxpayers, not bidders, and they must always be construed for the public good and to guard against favoritism, improvidence, extravagance, and corruption. Sevell v. New Jersey Highway Authority, 329 N.J.Super. 580, 584 (App.Div.2000).

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

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

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

**RE: GTMUA 21009**  
**Brookwood Generator**

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

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 all bids for any of the following reasons:

- a. The lowest bid substantially exceeds the cost estimates for the goods or services;
- b. The lowest bid substantially exceeds the contracting unit's appropriation for the goods or services;



**RE: GTMUA 21009**  
**Brookwood Generator**

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

**IV. WYSOCKI ELECTRIC, INC.'S BID**

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

1. Bid Document Submission Checklist;
2. Proposal;
3. Contractor Information;
4. Subcontractor Information;
5. Installer Qualifications;
6. Bidder's Affidavit;
7. Affirmative Action Questionnaire and Information Form;
8. Non-Collusion Affidavit;
9. Return of Bid Security Form;
10. Acknowledgment of Receipt of Changes to Bid Documents Form;
11. Disclosure of Investment Activities in Iran Form;
12. Statement of Ownership Disclosure Form;
13. Certification of Non-Debarment for Federal Government Contracts;
14. Public Works Contractor Registration Act Certificate;
15. New Jersey Business Registration Certificate;
16. Electrical Contractor License;
17. Performance and Payment Bond;
18. Consent of Surety;
19. Surety Disclosure Statement and Certification;
20. Certificate of Authority.

The bid submitted by Wysocki is in the appropriate form.



Raymond J. Carr  
Executive Director  
February 14, 2022  
Page 5

**RE: GTMUA 21009**  
**Brookwood Generator**

**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-21009 Brookwood Generator project on behalf of the GTMUA is Wysocki. It is therefore recommended that a Resolution be placed on the Agenda for an upcoming meeting awarding said contract to Wysocki subject to staff concurrence and the availability of funds.

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

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

*Christopher F. Long*

Christopher F. Long, Esquire

cc: Thomas Lisse, PE, CME  
Marlene Hrynio

**RESOLUTION**  
**GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**  
**RESOLUTION AUTHORIZING COMPLETION OF EMERGENCY REPAIR WORK**  
**FOR A FORCE MAIN REPAIR AT 714 W. BLENHEIM AVENUE,**  
**BY R.D. ZEULI, INC., IN ACCORDANCE WITH THE EMERGENCY SERVICES**  
**CONTRACT AUTHORIZED BY RESOLUTIONS R-06-20-57 & R-06-21-56**

**R-02-22-23**

**WHEREAS**, the Gloucester Township Municipal Utilities Authority (“GTMUA” and/or “Authority”) previously received bids on or about June 11, 2020 for the Emergency Repairs to Wastewater Conveyance System, Mains, Laterals and Supplementary Construction Services (“Emergency Services Contract”); and

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

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

**WHEREAS**, the Contract extension was awarded by Resolution R-06-21-56; and

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

**WHEREAS**, the GTMUA is the owner of a force main at 714 W. Blenheim Avenue, in the Township of Gloucester; and

**WHEREAS**, the force main at 714 W. Blenheim Avenue was damaged and in need of emergency repairs; and

**WHEREAS**, failure to take immediate and emergent action would have resulted in a health and safety hazard; and

**WHEREAS**, R.D. Zeuli effectuated the emergency repairs in accordance with its Emergency Services Contract awarded on June 18, 2020 and extended on June 17, 2021; and

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

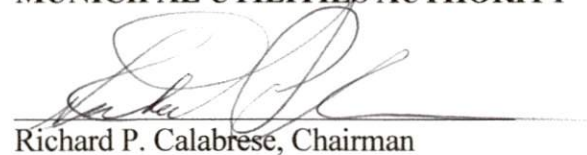
1. The provisions of the **WHEREAS** clauses set forth above are incorporated herein by reference and made a part hereof.
2. Staff is hereby authorized to process the payment request from R.D. Zeuli, Inc., in the amount of \$16,384.91, for the subject emergency repairs, in accordance with the recommendation of Thomas Lisse, PE, CME, Authority Engineer, dated January 31, 2022.

**BE IT FURTHER RESOLVED**, that the Gloucester Township Municipal Utilities Authority certifies that funds are available for payment of this repair. The amount to be expended under this resolution shall not exceed \$16,384.91. 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 February 17, 2022.

  
Marlene Hrynio, Administrative Secretary

Dated: February 17, 2022

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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 02/28/22	Bid: Y	State: Y	Other: Y Exempt: Y
Include Non-Budgeted: Y	Prior Year Only: N			

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Vendor # Name		Status	Amount	Void Amount	Contract	PO Type
PO #	PO Date Description					
RD000010	R.D. ZEULI INC					
22-01457	02/01/22 EMERGENCY REPAIR:	Open	16,384.91	0.00		

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Total Purchase Orders:	1	Total P.O. Line Items:	0	Total List Amount:	16,384.91	Total Void Amount:	0.00
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January 31, 2022

**GTMUA 21001**

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

**RE: EMERGENCY REPAIR  
ORR ROAD PUMPING STATION FORCE MAIN  
714 W. BLENHEIM AVENUE**

Dear Mr. Carr:

On Sunday, January 9, 2022, a force main issue was reported near 714 W. Blenheim Avenue in the Township.

The findings were as follows:

1. The Authority performed an initial investigation to determine the severity of the issue. The Authority identified leakage from a section of 20" force main from the Orr Road Pumping Station. It appears that the force main had localized deterioration causing the leaking of the pipe.
2. Due to the nature of the repair, GTMUA's emergency repair contractor R. D. Zeuli, Inc. was contacted, immediately responded and coordinated the repair with the Authority.
3. R.D. Zeuli, Inc. addressed the issue on January 9<sup>th</sup> and 14<sup>th</sup> by installing repairs clamps to the force main and completing the restoration work.

The lateral issue was an "emergency" and quick response by the GTMUA and R. D. Zeuli, Inc. protected the health and safety of the public.

Attached is R. D. Zeuli Inc.'s invoice, with appropriate back-up, for the aforementioned work in the amount of \$16,384.91, which I have reviewed and recommend for payment. All work has been completed and accepted.

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

Sincerely,

**PENNONI ASSOCIATES**



Thomas Leisse, PE, CME  
Authority Engineer

Enclosure

cc: Marlene Hrynio, GTMUA  
Chris Long, GTMUA Solicitor



856-768-1985  
Fax 856-768-0242

## R.D. Zeuli, Inc.

Builders - Contractors - Developers

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

January 17, 2022

GTMUA  
401 Landing Rd.  
Blackwood, NJ 08012  
Attn: Ray Carr

### INVOICE – R22-002-1

**RE: GTMUA; 714 W. BLENHEIM AVE.; FORCE MAIN BREAK REPAIR**

Dear Mr. Carr,

Invoice for the force main break repair & patching at 714 W. Blenheim Ave.,  
completed January 9 & 14, 2022

**TOTAL DUE - \$16,384.91**

\*\*See attached breakdown

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

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

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

<u>Item</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Unit</u>	<u>Unit \$</u>	<u>Sub-Total</u>
1	CX75 excavator	per day		0 \$410.00	\$ -
2	CX145 excavator	per day		0.25 \$410.00	\$ 102.50
3	321 excavator	per day		0 \$695.00	\$ -
4	490 excavator	per day		0 \$2,080.00	\$ -
5	303 exc.w/thumb	per day		0 \$335.00	\$ -
6	Skid Steer/CTL	per day		0 \$320.00	\$ -
7	Loader	per day		0 \$375.00	\$ -
8	Dozer D5C	per day		0 \$560.00	\$ -
9	Broom/sweeper	per day		0 \$105.00	\$ -
10	DumpTruck 6 cy	per day		0.5 \$230.00	\$ 115.00
11	DumpTruck 14 cy	per day		0.5 \$295.00	\$ 147.50
12	Tractor Trailer	per day		0 \$465.00	\$ -
13	UtilityTruck&acc.	per day		0.25 \$175.00	\$ 43.75
14	Roller	per day		0 \$325.00	\$ -
15	Paver P385	per day		0 \$1,560.00	\$ -
16	Paver 2000-I	per day		0 \$1,980.00	\$ -
17	Backhoe	per day		0 \$385.00	\$ -
18	Vermeer 725	per day		0 \$215.00	\$ -
19	Light Tower	per day		0.25 \$170.00	\$ 42.50
20	AirComp&acc.	per day		0 \$170.00	\$ -
21	JumpJack	per day		0 \$52.00	\$ -
22	3" pump	per day		0 \$210.00	\$ -
23	trenchbox4ft	per day		0 \$1,400.00	\$ -
24	trenchbox6ft	per day		0 \$1,800.00	\$ -
25	trenchbox 6x6	per day		0 \$275.00	\$ -
26	plates	per day		0 \$60.00	\$ -
27	Sawcutting	LF		0 \$3.10	\$ -
28	Superintendent	per Hr DT		0 \$222.00	\$ -
29	Foremen	per Hr DT		10.5 \$222.00	\$ 2,331.00
30	Operator/foreman	per Hr DT		8.5 \$222.00	\$ 1,887.00
31	Laborers	per Hr DT		42.5 \$181.00	\$ 7,692.50
32	Truck Driver	per Hr DT		10 \$181.00	\$ 1,810.00
33	Superintendent	per Hr		0 \$81.00	\$ -
34	Foremen	per Hr		0 \$111.00	\$ -
35	Operator/foreman	per Hr		0 \$111.00	\$ -
36	Laborers	per Hr		0 \$90.50	\$ -
37	Truck Driver	per Hr		0 \$90.50	\$ -

**SubTotal labor&equipment \$ 14,171.75**

**Rentals materials subcon**

OH & Profit 10% \$ -

**subtotal Rent/matls,sub \$ -**

**Total for this Day \$ 14,171.75**

To all materials, subcontractors, rentals, ADD 10%  
 Add sales tax if applicable  
 All rates are portal to portal  
 Normal work hours: 6am to 5pm Monday thru Friday  
 Rates for personnel are 1.5X:  
 Over 40 hours worked per week  
 Work initiated after 5pm  
 Time worked between the hours 7am to midnight Saturdays  
 Rates for personnel are 2X:  
 Time worked Sundays to 7am Monday morning  
 Holidays



Prevailing Wage

2022

Rates

GTMUA

714 W. Blenheim Ave. Patching

1/14/2022

R22-002

Item	Description	Unit of Measure	Unit	Unit \$	Sub-Total
1	CX75 excavator	per day		0 \$410.00	\$ -
2	CX145 excavator	per day		0 \$410.00	\$ -
3	321 excavator	per day		0 \$695.00	\$ -
4	490 excavator	per day		0 \$2,080.00	\$ -
5	303 exc w/thumb	per day		0 \$335.00	\$ -
6	Skid Steer/CTL	per day	0.25	\$320.00	N/C
7	Loader	per day		0 \$375.00	\$ -
8	Dozer D5C	per day		0 \$560.00	\$ -
9	Broom/sweeper	per day		0 \$105.00	\$ -
10	DumpTruck 6 cy	per day		0 \$230.00	\$ -
11	DumpTruck 14 cy	per day	0.25	\$295.00	\$ 73.75
12	Tractor Trailer	per day		0 \$465.00	\$ -
13	UtilityTruck&acc.	per day	0.25	\$175.00	\$ 43.75
14	Roller	per day	0.25	\$325.00	\$ 81.25
15	Paver P385	per day		0 \$1,560.00	\$ -
16	Paver 2000-I	per day		0 \$1,980.00	\$ -
17	Backhoe	per day		0 \$385.00	\$ -
18	Vermeer 725	per day		0 \$215.00	\$ -
19	Light Tower	per day		0 \$170.00	\$ -
20	AirComp&acc.	per day		0 \$170.00	\$ -
21	JumpJack	per day		0 \$52.00	\$ -
22	3" pump	per day		0 \$210.00	\$ -
23	trenchbox4ft	per day		0 \$1,400.00	\$ -
24	trenchbox6ft	per day		0 \$1,800.00	\$ -
25	trenchbox 6x6	per day		0 \$275.00	\$ -
26	plates	per day		0 \$60.00	\$ -
27	Sawcutting	LF		0 \$3.10	\$ -
28	Superintendent	per Hr DT		0 \$222.00	\$ -
29	Foremen	per Hr DT		0 \$222.00	\$ -
30	Operator/foreman	per Hr DT		0 \$222.00	\$ -
31	Laborers	per Hr DT		0 \$181.00	\$ -
32	Truck Driver	per Hr DT		0 \$181.00	\$ -
33	Superintendent	per Hr	3	\$81.00	\$ 243.00
34	Foremen	per Hr	2	\$111.00	\$ 222.00
35	Operator/foreman	per Hr	2	\$111.00	\$ 222.00
36	Laborers	per Hr	6	\$90.50	\$ 543.00
37	Truck Driver	per Hr	2	\$90.50	\$ 181.00

**SubTotal labor&equipment \$ 1,609.75**

Rentals

materials

subcon

National 7.95 tons 9 5M64 369165 \$ 548 55

OH & Profit 10% \$ 54 86

**subtotal Rent/matis,sub \$ 603.41**

**Total for this Day \$ 2,213.16**

To all materials, subcontractors, rentals, ADD 10%

Add sales tax if applicable

All rates are portal to portal

Normal work hours: 6am to 5pm Monday thru Friday

Rates for personnel are 1 5X:

Over 40 hours worked per week

Work initiated after 5pm

Time worked between the hours 7am to midnight Saturdays

Rates for personnel are 2X:

Time worked Sundays to 7am Monday morning

Holidays



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

# NATIONAL PAVING CO. INC.

# BERLIN DRUM PLANT

856-767-1950

Ticket #  
35916

DATE OF ISSUE  
MAY 1981

### CUSTOMER INFORMATION

### JOB INFORMATION

148 MILLINGTON RD  
PO BOX 5  
BETHUN, NJ 08001  
Name: JEN PAVING, LLC  
Address: PO BOX 800  
METHUEN, NJ 08854

Truck and Carrier Information  
Truck: 107-21841  
Carrier: 107-21841  
Name: 1  
Model: 1

Grade	Truck Height	Tare	Net
12.74 IN	27500 LB	12790 LB	14710 LB
12.74 IN	12151 LB	12151 LB	0 LB

### PRODUCT AND LOAD DATA

107-21841  
Name: 1  
Model: 1

1700LBS

Office Use 121568

**RESOLUTION**  
**GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**  
**RESOLUTION APPROVING CONTINGENT FORM "F" APPLICATION,**  
**WAWA FOOD MARKET & FUELING STATION,**  
**1340 BLACKWOOD-CLEMENTON ROAD,**  
**BLOCK 13305, LOTS 1 & 2**  
**GLOUCESTER TOWNSHIP, NEW JERSEY**

**R-02-22-24**

**WHEREAS**, a Form "F" application has been submitted to the Gloucester Township Municipal Utilities Authority ("GTMUA"), by Blackwood Clementon Investors, LLC, for the construction of a new 5,051 SF Wawa Food Market with eight (8) fueling stations for a total of sixteen (16) filling (fueling) positions, located at 1340 Blackwood Clementon Road, also known as Block 13305, Lots 1 & 2, Gloucester Township, New Jersey; and

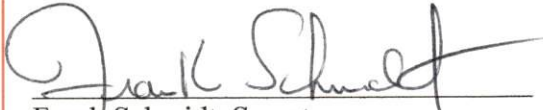
**WHEREAS**, Joseph T. Brickley, PE, CME, CPWM, of Brick Engineering ("Brick"), by letter dated February 4, 2022, which is attached hereto and made a part hereof, has reviewed the applicant's plans and supporting data and has made certain recommendations as a condition of approval; and

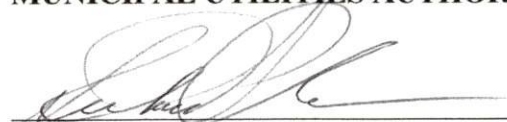
**WHEREAS**, Brick has recommended that the Members of the GTMUA ratify and approve the Contingent Form "F" application for the project subject to certain terms and conditions.

**NOW, THEREFORE, BE IT RESOLVED** by the Chairman and Board Members of the Gloucester Township Municipal Utilities Authority that it hereby approves the Contingent Form "F" application submitted by Blackwood Clementon Investors, LLC, for the construction of a new 5,051 SF Wawa Food Market with eight (8) fueling stations for a total of sixteen (16) filling (fueling) positions, located at 1340 Blackwood Clementon Road, also known as Block 13305, Lots 1 & 2, Gloucester Township, New Jersey subject to the terms and conditions set forth in the Brick letter dated February 4, 2022, which is attached hereto and made a part hereof.

**ATTEST:**

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

  
Frank Schmidt, Secretary

  
Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of February 17, 2022.

  
Marlene Hrynio, Administrative Secretary

Dated: February 17, 2022





February 4, 2022

**Via USPS & Fax**

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

Attention: Raymond Carr  
Executive Director

**Subject: Form F Application  
Wawa Food Market & Fueling Station  
1340 Blackwood Clementon Road  
(aka Block 13305, Lot 1 and 2)  
Gloucester Township, Camden County  
Applicant: Blackwood Clementon Investors, LLC**

Dear Ray:

I have reviewed the aforementioned Form F application consisting of:

- Transmittal Letter, Land Dimensions Engineering (LDE) dated 1/13/2022
- Form F Application, dated 1/21/2022
- ENGINEER'S REPORT, LDE, dated 1/13/2022
- Preliminary/Final Site Plan for Wawa Food Market & Fueling Station, prepared by LDE, dated 10/29/2021, last revised 11/30/2021

Copies of these documents are on file at the Authority.

The Applicant is proposing to construct a new 5,051 SF Wawa Food Market with eight (8) fueling stations for a total of sixteen (16) filling (fueling) positions. The +/- 1.84-acre site is fronting Blackwood Clementon Road. The site was formally Entenmann's Bakery Outlet and Rita's Water Ice.

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

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



	Use	Units	Discharge Parameter	Estimated Flow	Estimated EDU's
1	Market	5,051 SF	0.1 gal/day/SF	505 gal/day	2
2	Filling Positions	16	125 gal/day/position	2,000 gal/day	7
4	Grease Trap	1			1
5	Floor/HUB Drains, Floor Sinks	24			12
			Total	6,600 gpd	22 EDU's

Presently, there is available capacity in the Authority's downstream collection system to service the proposed improvements.

The Applicant is proposing to construct two (2) sewer laterals (one each on the North and West sides of the market) to service the improvements. The laterals combine at a cleanout just downstream of the proposed grease trap. The Utility Plan shows +/-270 LF of 4-inch SDR 35 gravity main. The Applicant is proposing a new saddle connection to the 8-inch gravity main in Plaza Drive. The proposed improvements will be private up to and including the connection to the Authority manhole.

The Applicant is subject to the appropriate connection fees and user charges for the final calculated EDU's, presently estimated at twenty-two (22). BE, LLC has estimated the EDU's based on the typical interior plumbing fixtures from previous Wawa Market & Fueling applications. The final determination can be made once "Final" interior plumbing plans are provided.

The Applicant is also subject to impact fees and/or developer recapture fees (if applicable) and shall maintain enough monies in escrow to cover Authority inspection fees. **No construction permits will be issued until appropriate fees are paid to the Authority.** The Applicant is reminded that he is responsible to coordinate with the GTMUA's inspection department to obtain necessary inspections prior to formally occupying the proposed improvements.

The Applicant/Owner or his successors shall notify the Authority of intention to change the use of the subject connection.

The plans and associated construction details are consistent with the standard of care of a Form F application with the noted exceptions of:

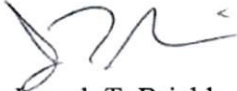
1. Final Interior Plumbing Plan(s) were not included. Final signed and sealed plumbing plans depicting interior fixtures shall be provided.

Page 3

I am recommending contingent approval of this Form F application subject to resolution of the above to the satisfaction of the Authority professionals.

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

Very truly yours,



Joseph T. Brickley, PE, CME, CPWM

cc: Marlene Hrynio, Admin. Secretary  
Howard Long, GTMUA Solicitor  
Tom Leisse, PE, CME, Authority Engineer  
Blackwood Clementon Investors, LLC, 415 Park Avenue, Laurel Springs, NJ  
Land Dimensions Engineering, 1 East High Street, Glassboro, NJ 08028

**RESOLUTION  
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY  
RESOLUTION AWARDDING CONTRACT TO  
LABOR TEAM USA, INC., FOR TEMPORARY LABOR SERVICES**

**R-02-22-25**

**WHEREAS**, the Gloucester Township Municipal Utilities Authority ("GTMUA") requested bids for Temporary Labor Services; and

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

**WHEREAS**, bids were previously received by the Authority and rejected pursuant to N.J.S.A. 40A:11-13.2(b) as the cost of the sole bid received substantially exceeded the Authority's cost appropriation for the services and rebid the contracts; and

**WHEREAS**, upon the rebid, bids were received and opened at the offices of the GTMUA on February 15, 2022; and

**WHEREAS**, one (1) company submitted a bid for the specified services as follows:

**VENDOR**

**BILL RATE**

1. Labor Team USA, Inc.	\$26.36 (03/01/2022–12/31/2022)–Laborer, Manning Vehicles
	\$28.66 (01/01/2023–02/28/2023)–Laborer, Manning Vehicles

The proposal also indicated a \$.48 per hour ACA charge, for a total bill rate of \$26.84 from 03/01/2022 – 12/31/2022 and a \$.48 per hour ACA charge, for a total bill rate of \$28.66 from 01/01/2023 – 02/28/2023.

**WHEREAS**, the bid proposal was reviewed and approved as to form by the Solicitor of the GTMUA, who, via letter opinion dated February 15, 2022 recommended award of the contract to Labor Team USA, Inc. ("Labor Team"); and

**WHEREAS**, Labor Team complied with all the essential provisions of the bid specifications and is therefore the lowest qualified bidder on this contract; and

**WHEREAS**, funds are available for payment of this Contract.


**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.

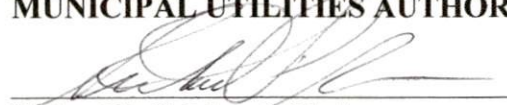
2. The Contract for the Temporary Labor Services as set forth herein is awarded to Labor Team USA, Inc.

**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 \$150,000.00. Funds will be charged against the Solid Waste Operating Budget.

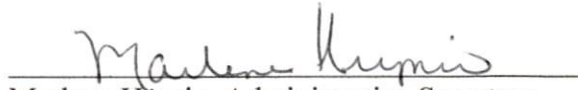
**ATTEST:**

  
\_\_\_\_\_  
Frank Schmidt, Assistant Secretary

**THE GLOUCESTER TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

  
\_\_\_\_\_  
Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of February 17, 2022.

  
\_\_\_\_\_  
Marlene Hrynio, Administrative Secretary

Dated: February 17, 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

February 15, 2022

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

**RE: Temporary Labor for the Gloucester Township Grass and Leaf Collection**

Dear Mr. Carr:

## I. INTRODUCTION

This office has reviewed all documents provided regarding the bid submission for the contract for Temporary Labor for the Gloucester Township Grass and Leaf Collection on behalf of the Gloucester Township Municipal Utilities Authority's ("GTMUA" and/or "Authority"). The GTMUA received one (1) bid for the specified Contract. The sole bid was received on Tuesday, February 15, 2022 as follows:

### VENDOR

### BILL RATE

I. Labor Team USA, Inc.	\$26.36 (03/01/2022 – 12/31/2022) – Laborer, Manning Vehicles \$28.66 (01/01/2023 – 02/28/2023) – Laborer, Manning Vehicles
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The proposal also indicated a \$.48 per hour ACA charge, for a total bill rate of \$26.84 from 03/01/2022 – 12/31/2022 and a \$.48 per hour ACA charge, for a total bill rate of \$28.66 from 01/01/2023 – 02/28/2023.

## II. FACTUAL ANALYSIS

The apparent low bid for this contract was submitted by Labor Team USA, Inc. ("Labor Team") with a bid as outlined above. Upon review of the bid submitted by Labor Team, the bid appears to be in the appropriate form from a legal perspective and contained no apparent defects. Of note, the bid submitted by Labor Team did not contain a New Jersey Business Registration Certificate. However, I was able to confirm via the State of New Jersey online database that Labor Team does possess a valid New Jersey Business Registration Certificate, thereby satisfying the statutory requirement.

## III. LEGAL ANALYSIS



**RE: Temporary Labor for the Gloucester Township Grass and Leaf Collection**

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 Ridgfield Park, 284 N.J.Super. 538, 541 (App.Div.1995).

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

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

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

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

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

**RE: Temporary Labor for the Gloucester Township Grass and Leaf Collection**

bid specifications may be deemed not material and therefore waivable by the public entity. Spina v. Borough of Fairview, 304 N.J. Super. 425, (App. Div. 1997).

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

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

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

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

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

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

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



**RE: Temporary Labor for the Gloucester Township Grass and Leaf Collection**

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

The apparent low bidder for the above mentioned project was Labor Team. As outlined above, upon review of the bid submitted by Labor Team, I did not uncover any defects within the bid. To the extent a defect may be uncovered, it is my legal opinion that any such defect is minor in nature and may be waived by the Authority pursuant to the Court's holdings in River Vale and Spina.

**IV. LABOR TEAM USA, INC.'S BID**

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

1. Bid Proposal;
2. Certificate of Liability Insurance and Addendum to Certificate;
3. Disclosure of Investment Activities in Iran Form;
4. New Jersey Division of Consumer Affairs Temporary Help Service Certification;
5. Certificate of Employee Information Report.

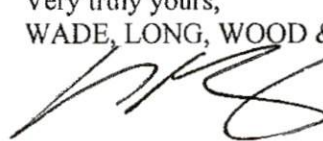
The bid submitted by Labor Team is in the appropriate form.

**V. CONCLUSION**

After researching the applicable law, reviewing the contract specifications and documents, and conferring with staff, it is my legal opinion that the bid submitted by Labor Team is in the appropriate form. Accordingly, it is recommended that the contract for Temporary Labor for the Gloucester Township Grass and Leaf Collection be awarded to Labor Team USA, Inc. It is further recommended that a Resolution be placed on the Agenda for an upcoming meeting awarding said Contract subject to staff concurrence and the availability of funds.

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

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



Christopher F. Long, Esq.

cc: Chairman & Members GTMUA  
Marlene Hrynio, Administrative Secretary



**RESOLUTION**  
**THE GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**  
**AUTHORIZING THE RATIFICATION OF A MEMORANDUM OF AGREEMENT**  
**BETWEEN THE GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES**  
**AUTHORITY AND TEAMSTERS UNION LOCAL 500**

**R-02-22-26**

**WHEREAS**, the Gloucester Township Municipal Utilities Authority (“GTMUA” and/or “Authority”) and Teamsters Union Local 500 (“Union”) have engaged in negotiations for a new collective bargaining agreement commencing March 1, 2022 through February 28, 2026; and

**WHEREAS**, the Authority and the Union have agreed upon a Memorandum of Agreement (“MOA”) in a form attached to and made a part hereof; and

**WHEREAS**, the Commissioners believe that it is in the best interest of the Authority to ratify the MOA and enter into a Collective Bargaining Agreement between the respective parties.


**NOW, THEREFORE, BE IT RESOLVED**, by the Chairman and Commissioners 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 Gloucester Township Municipal Utilities Authority hereby ratifies the MOA in the form attached hereto and made a part hereof, subject to the draft of a full and final Collective Bargaining Contract to be finalized between the parties in a form approved by the Authority Solicitor.

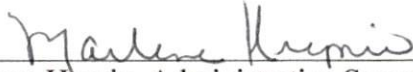
**ATTEST:**

  
Frank Schmidt, Secretary

**THE GLOUCESTER TOWNSHIP**  
**MUNICIPAL UTILITIES AUTHORITY**

  
Richard P. Calabrese, Chairman

Certified that the above is a true and correct copy of a Resolution duly adopted by the Gloucester Township Municipal Utilities Authority at its Regular Meeting of February 17, 2022.



\_\_\_\_\_  
Marlene Hrynio, Administrative Secretary

Dated: February 17, 2022

## MEMORANDUM OF AGREEMENT

### Between

Gloucester Township Municipal Utilities Authority

### And

Teamsters Union Local 500

The following represents the Memorandum of Agreement ("MOA") between the Gloucester Township Municipal Utilities Authority ("GTMUA" and/or "Authority") and Teamsters Union Local 500 ("Union"), collectively called "the Parties", for a new collective bargaining agreement:

1. The term of the new collective bargaining agreement shall be March 1, 2022 through February 28, 2026.
2. **Salary Increase:** The Parties agree to an increase in salary as follows:
  - Effective March 1, 2022: All bargaining unit employees receive an annual increase of \$0.75 cents per hour or 3.0%, whichever is greater.
  - Effective March 1, 2023: All bargaining unit employees receive an annual increase of \$0.75 cents per hour or 3.25%, whichever is greater.
  - Effective March 1, 2024: All bargaining unit employees receive an annual increase of \$0.75 cents per hour or 3.25%, whichever is greater.
  - Effective March 1, 2025: All bargaining unit employees receive an annual increase of \$0.75 cents per hour or 3.5%, whichever is greater.
3. **Salary:** The minimum salary for all employees shall not be less than sixteen dollars (\$16.00) per hour. The minimum salary for all employees while working in the job classification utilizing a Commercial Drivers License shall not be less than nineteen (\$19.00) per hour.
4. **Insurance:** In lieu of stipends, all active employee's reimbursement contribution levels shall be reduced to Tier 2 of Chapter 78 levels.
5. **Sewer Collection Licenses:** Any employee covered under this agreement that obtains and successfully achieves a sewer collection systems license shall receive additional hourly compensation as follows:  
  
C-1 License: \$1.00 per hour  
C-2 License: \$1.50 per hour

C-3 License: \$2.00 per hour  
C-4 License: \$2.50 per hour

Notwithstanding the aforementioned, an employee covered under this agreement who begins the process to achieve a sewer collection system license prior to May 30, 2022, and after continual progress thereafter achieves a sewer collection system license, shall receive additional compensation as follows:

C-1 License: \$1.00 per hour  
C-2 License: \$2.00 per hour  
C-3 License: \$3.00 per hour  
C-4 License: \$4.00 per hour

6. **Commercial Driver's License:** Any employee covered under this agreement that obtains a Commercial Driver's License shall receive additional compensation in the amount of \$1.00 per hour. Any employee covered under this agreement that obtains a Tanker Endorsement shall receive additional compensation in the amount of \$0.50 per hour.
7. **Safety Shoes Program:** The Authority shall pay two hundred dollars (\$200.00) for the purchase of safety shoes for each employee. Effective March 1, 2024, the Authority shall pay two hundred and twenty-five dollars (\$225.00) for the purchase of safety shoes for each employee for the remaining two years of the contract.
8. **Holiday:** "Juneteenth" shall be added as a recognized holiday by the Authority.

This agreement is subject to the formal ratification by the membership of Teamsters Union Local 500 as well as the Commissioners of the Gloucester Township Municipal Utilities Authority.

**Teamsters Union Local 500**

**Gloucester Township  
Municipal Utilities Authority**

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**RESOLUTION**  
**THE GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**  
**RESOLUTION AUTHORIZING SALARY INCREASES AND CERTAIN OTHER BENEFITS**  
**FOR ALL NON-COLLECTIVE BARGAINING UNIT EMPLOYEES COMMENCING FROM**  
**MARCH 1, 2022 THROUGH FEBRUARY 28, 2026**

**R-02-22-27**

**WHEREAS**, the Gloucester Township Municipal Utilities Authority (“GTMUA”), County of Camden and State of New Jersey, pursuant to Resolution R-02-22-26, approved a Memorandum of Agreement and authorized the completion of a Collective Bargaining Agreement between the Authority and Teamsters Union Local 500; and

**WHEREAS**, certain employees of the Authority are not Members of the Collective Bargaining Unit represented by Teamsters Union Local 500, nor do they possess an employment contract, nor are they members of any other Collective Bargaining Unit; and

**WHEREAS**, after due deliberation, the Members of the Authority have determined that it is appropriate to extend to the non-Collective Bargaining Unit employees the same benefits, where applicable, as those benefits contained in the Collective Bargaining Agreement with the Teamsters Union Local 500;

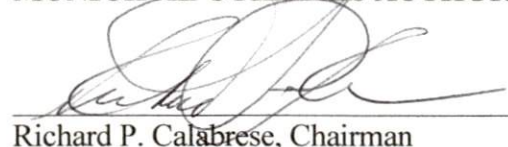
**NOW, THEREFORE, BE IT RESOLVED** by the Gloucester Township Municipal Utilities Authority, County of Camden and State of New Jersey, as follows:

1. The provisions of the **WHEREAS** clauses set forth above are incorporated herein by reference and made a part hereof.
2. The Authority be and hereby is authorized to provide to all non-Collective Bargaining Unit employees, employed by the Authority as of March 1, 2022, the same salary increases, vacation, personal days, paid holidays, longevity and all other such other applicable items and benefits as provided in the Memorandum of Agreement and Collective Bargaining Agreement with Teamsters Union Local 500, effective to March 1, 2022 through February 28, 2026.
3. This Resolution shall not apply to any other employee for whom the terms of employment have been set forth by Contract and/or Resolution.

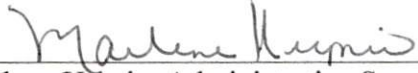
**ATTEST:**

  
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 February 17, 2022.



\_\_\_\_\_  
Marlene Hrynio, Administrative Secretary

Dated: February 17, 2022

**RESOLUTION R-02-22-28  
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**

**A RESOLUTION PROVIDING FOR AN EXECUTIVE SESSION NOT  
OPEN TO THE PUBLIC IN ACCORDANCE WITH THE PROVISIONS OF  
THE NEW JERSEY OPEN PUBLIC MEETINGS ACT,  
N.J.S.A. 10:4-12.**

**WHEREAS**, the Gloucester Township Municipal Utilities Authority (“GTMUA”) is subject to certain requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6, et seq.; and

**WHEREAS**, the Open Public Meetings Act, N.J.S.A. 10:4-12 provides that an Executive Session, not open to the public, may be held for certain specified purposes when authorized by Resolution; and

**WHEREAS**, it is necessary for the GTMUA to discuss in a session not open to the public certain matters relating to the item or items authorized by N.J.S.A. 10:4-12b and designated below:

- **Matters Required by Law to be Confidential:** Any matter which, by express provision of Federal law or State statute or rule of court, shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.
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- **Matters Relating to Collective Bargaining Agreements:** Any collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.

**Update**

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- **Matters Relating to the Purchase, Lease or Acquisition of Real Property or the Investment of Public Funds:** Any matter involving the purchase, lease or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

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- **Matters Relating to Public Safety and Property:** Any tactics and techniques utilized in protecting the safety and property of the public, provided that their disclosure could impair such protection. Any investigations of possible violations of the law.

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- **Matters Relating to Litigation, Negotiations and the Attorney-Client Privilege:** Any pending or anticipated litigation or contract negotiation in which the public body is, or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required in order for the attorney to exercise his ethical duties as a lawyer.

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- **Matters Relating to the Employment Relationship:** Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed



by the public body, unless all the individual employees or appointees whose rights could be adversely affected requested in writing that such matter or matters be discussed at a public meeting.

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**NOW, THEREFORE, BE IT RESOLVED** BY THE Chairman and Board Members of the Gloucester Township Municipal Utilities Authority, assembled in a public session on February 17, 2022, that an Executive Session closed to the public is hereby authorized for the discussion of matters relating to the specific items designated above.

**BE IT FURTHER RESOLVED**, that the deliberations conducted in closed session may be disclosed to the public upon the determination of the GTMUA that the public interest will no longer be served by such confidentiality.


**ATTEST:**

  
Frank Schmidt, Secretary

**THE GLOUCETER 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 February 17, 2022.

  
Marlene Hrynio, Administrative Secretary

Dated: February 17, 2022

**RESOLUTION  
GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY  
RESOLUTION ADOPTING A CASH MANAGEMENT PLAN FOR THE  
FISCAL YEAR 2022-2023 IN ACCORDANCE WITH NEW JERSEY  
DEPARTMENT OF COMMUNITY AFFAIRS  
DIVISION OF LOCAL GOVERNMENT SERVICES**

**R-02-22-29**

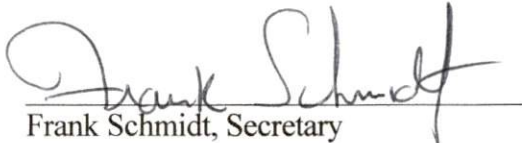
**WHEREAS**, the Gloucester Township Municipal Utilities Authority, County of Camden and State of New Jersey is required to adopt a Cash Management Plan for the fiscal year 2022-2023 in accordance with the New Jersey Department of Community Affairs, Division of Local Government Services; and

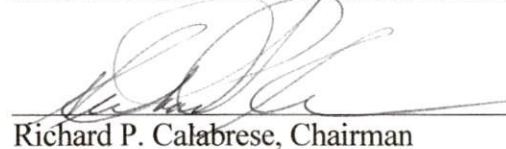
**WHEREAS**, after due deliberation, the Commissioners have determined that it is appropriate and necessary for the Authority to adopt the Cash Management Plan;

**NOW, THEREFORE, BE IT RESOLVED**, by the Commissioners of the Gloucester Township Municipal Utilities Authority, County of Camden and State of New Jersey that the Authority be and hereby adopts a Cash Management Plan in accordance with the New Jersey Department of Community Affairs, Division of Local Government Services for the fiscal year 2022-2023 as attached.

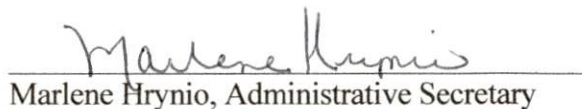
**ATTEST:**

**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 February 17, 2022.

  
Marlene Hrynio, Administrative Secretary

Dated: February 17, 2022

**THE GLOUCESTER TOWNSHIP MUNICIPAL  
UTILITIES AUTHORITY**

**CASH MANAGEMENT PLAN  
FISCAL YEAR 2022-2023  
MARCH 1, 2022 TO FEBRUARY 28, 2023**

Pursuant to the requirement of N.J.S.A 40A:5-14, et., and N.J.A.C 5:31-3.1, the following is the Cash Management plan of the Gloucester Township Municipal Utilities Authority for the fiscal year indicated above:

I. Designated Legal Public Depository

A. The designated legal public depository of the Authority shall be a state or federally chartered bank, savings bank or an association located in the State of New Jersey or a state or federally chartered bank, savings bank or an association located in another state with a branch office in this State, the deposits of which are public funds on deposit and which otherwise qualifies as a "public depository" pursuant to the requirements of the Governmental Unit Deposit Protection Act, N.J.S.A 17:0-41, et seq. TD Bank N.A. and Fulton Bank of N.J. are hereby designated as the legal public depositories of the Authority.

II. Accounts held by Designated Legal Public Depository

A. Revenue Account. There shall be maintained in the designated legal public depository a Revenue Account, the purpose of which is to receive all monies from any source by or on behalf of the Authority. Pursuant to the requirements of N.J.S.A. 40A:5-15, all monies received from any source by or on behalf of the Authority shall, within 48 hours after the receipt thereof, be deposited to the credit of the Authority in the Revenue Account. The designated legal public depository shall transfer all funds held in its local Revenue Account to the Revenue Fund held by the Trustee, every Thursday of the month with the exception of 10%.

B. Operating Fund Checking Account. There shall be maintained in the designated legal depository an Operating Fund Account, the purpose of which is to receive all monies which are designated for payment of Operating Costs. The Trustee, on the first working day of each month, by written request of the Administrative Secretary shall deposit the amount requested by requisition into the Operating Fund Checking Account out of the Revenue Trustee Fund to pay the cost of Operating expenses for the month.



C. Plans & Specifications Checking Account. There shall be maintained in one of the designated legal depositories a Plans & Specifications Account, the purpose of which is to receive all monies which are designated for the payment of planning escrow fees. Pursuant to the requirement of N.J.S.A. 40A:5-a5, all monies received by any source by or on behalf of the Authority which are designated for the payment of planning escrow fees shall, within 48 hours after the receipt thereof, be deposited to the credit of the Authority in the Plans & Specifications Account. Monies shall pay for costs incurred for inspection, engineering review, legal review or for other services provided to or on behalf of the development for which the escrow fees were paid, in accordance with the rules and regulations of the Authority.

D. Renewal and Replacement Checking Account. There shall be maintained in the designated legal depository a Renewal and Replacement Account, the purpose of which is to receive all monies which are designated for the payment of Capital Projects. The Trustee shall withdraw from the Renewal and Replacement Fund amounts requisitioned by the Authority for, and apply the same to the reasonable and necessary costs of the Authority with respect to the System for major repairs, renewals, replacements or maintenance items of a type not recurring annually or at shorter intervals. The Trustee shall apply such amounts to such costs by transferring the same to the Authority for application thereto. Before any such transfer shall be made, the Authority shall file with the Trustee:

1. Its resolution thereof, stating the amount of such cost and describing in reasonable detail the purpose of such expenditure; and
2. A signed Consulting Engineer's Certificate attached to such requisition stating the purpose of such expenditure and the amount of such expenses.

E. Payroll Checking Account. There shall be maintained in the designated legal public depository a Payroll Account which shall be a sub-account of the Operating Account. Monies shall be transferred from the Operating Account into the Payroll Account on a weekly basis to meet the payroll requirements of the Authority.

F. All accounts maintained in the designated legal depository shall be interest bearing accounts and shall be maintained as business checking accounts in order to obtain the highest interest rate available from the designated legal public depository for demand deposits.



III. Funds Held by the Authority in House

A. Petty Cash Fund The Authority shall maintain a Petty Cash Fund in the office of the Authority. The purpose of the Petty Cash Fund is to pay small miscellaneous expenses of the Authority in cash, as authorized by the Executive Director, Accounts Payable personnel or the Administrative Secretary. The Petty Cash Fund shall not exceed \$200.00 in cash at any one time. A record shall be maintained of all monies withdrawn from the Petty Cash Fund.

B. Accounts Receivable Department The Authority shall maintain cash drawers for each clerk in the Accounts Receivable Department in an amount no greater than \$400.00 after depositing the excess money received each day into the Revenue Account.

IV. Accounts Held by the Designated Trustee/TD Bank N.A.

A. Pursuant to the requirements of the Resolution Authorizing the issuance of Revenue Bonds, adopted April 15, 1993, the Trustee is required to make payments as of the fifteenth days of January, April, July, and October in each Fiscal Year, after reserving in the Revenue Fund the amount estimated (after taking into consideration other monies available or to be available for the Operating Expenses during the first day of each calendar month out of any remaining monies in the Revenue Fund, make payments into the several Funds, but as to each such Fund only within the limitation herein below indicated with respect thereto and only after maximum payment with such limitations into every such Fund previously mentioned in the following tabulation:

1. Into the Debt Service Fund to the extent (if any) needed to increase the amount in the Debt Service Fund so that it equals a pro rata portion of the Debt Service Requirement for the then-current Fiscal Year.

2. Into the Debt Service Reserve Fund, to the extent (if any) needed to increase the amount in the Debt Service Reserve Fund so that over the course of one (1) calendar year after any draw thereon, it equals the Debt Service Reserve Requirement (defined as the Maximum Annual Debt Service Requirement on outstanding Bonds, including the 2001 NJEIT Loan, the 2004 NJEIT Loan, the 2008 NJEIT Loan, 2010 NJEIT Loan and 2017 NJEIT Loan), through equal monthly repayments; any repayment of amounts required by this requirement shall be credited to the remaining installment requirements in reverse order thereof.

3. Into the Renewal and Replacement Fund, held in the fund for the other purposes thereof hereinafter set forth.

B. Special Instructions to Trustee:

1. On a monthly basis, the Trustee shall transfer the amount requisitioned by the Authority's Administrative Secretary to pay operating expenses for the month into the Authority's Operating Account maintained in the designated legal public depository.

2. On a monthly basis, the Trustee shall transfer the amount requisitioned by the Authority's Consulting Engineer to pay expenses for the previous month into the Renewal and Replacement Checking Account maintained in the designated legal public depository.

V. Investments of Revenue Account, Debt Service Fund, Debt Service Reserve and Renewal & Replacement Amounts

A. Amounts held within the Revenue Account, Debt Service Fund, Debt Service Reserve and Renewal and Replacement shall be subject to investment.

VI. Check Cashing Prohibited

A. The Authority shall not engage in the practice of cashing checks with public funds.

VII. Approval, Amendment and Administration of Plan

A. The cash management plan shall be approved annually by majority vote of the Authority and may be modified from time to time in order to reflect changes in federal or state law regulations, or in the designations of depositories, fund or investment instruments or the authorization for investments. The Executive Director or Administrative Secretary, shall be charged with administering the plan. The person so charged with administering the plan shall consult with the Authority Solicitor, Consulting Engineer, Auditor and Investment Broker from time to time to insure the proper administration of the plan.

B. The person charged with administering the plan shall deposit or invest the monies of the Authority as designated or authorized by the cash management plan and shall thereafter, be relieved of any liability for loss of such monies due to the insolvency or closing of any depository designated by or the decrease in value of any investments authorized by the cash management plan.



## VIII. Investment Broker

A. Pursuant to the requirements of N.J.S.A. 40A:5-15-1.d. any investments not purchased and redeemed directly from the issuer, government money market mutual fund, local government investment pool or the State of New Jersey Cash Management Fund, shall be purchased and redeemed only through the use of a national or state bank located within this State or through a broker-dealer which at the time of purchase or redemption, has been registered continuously for a period of at least two years pursuant to N.J.S.A.49:3-56 and the Gloucester Township Municipal Utilities Authority 1993 Bond Resolution Article V, Section 5.01 and Section 5.02 has at least \$75 million in capital stock, surplus reserves for contingencies and undivided profits, or through a securities dealer who make primary markets in U.S. Government Securities and reports daily to the Federal Reserve Bank of New York its position and borrowing on such U.S. Government Securities. TD Bank, N.A., Corporate Trust Services, 1006 Astoria Blvd., Cherry Hill, New Jersey 08034 is hereby designated as Investment Broker for the Authority.

B. The Authority authorizes the Investment Broker to act for and on behalf of the Authority and to use monies which the Authority may have on hand for investment purposes in the Debt Reserve Fund, and Renewal and Replacement Fund to purchase only the types of securities such as Government Securities, Repurchase agreements, and investment pools which are authorized by law and the 1993 Bond Resolution to be purchased by the Authority and which, if suitable for registry, shall be registered in the name of the Gloucester Township Municipal Utilities Authority. The Investment Broker shall be guided by the investment policies of this cash management plan and the 1993 Bond Resolution but shall otherwise use its best professional judgment in making investment decisions.

## IX. Payment of bills by the Authority

A. The Authority shall not pay out any of its monies:

1. Unless the person claiming or receiving the same shall first present a detailed bill of items or demand, specifying particularly how the bill or demand is made up, with the certification of the party claiming payment that it is correct,

2. And unless it carries a certification of some supervisory personnel of the Authority having knowledge of the facts that the goods have been received by, or the services rendered to, the Authority.



3. Provide for and authorize payment of advances to officers and employees of the Authority toward their expenses for authorized official travel and incidental expenses, in a manner consistent with N.J.S.A. 40A:5-16-1;

X. Collection of Gross Revenues

A. The Authority shall do all acts and things necessary and reasonably possible to entitle it to receive and enforce payment of Services Charges , Connection Fees and Annual Charges and collect Gross Revenues with respect to the System at all times.

XI. Solid Waste

A. All monies collected under the Solid Waste Program are to be deposited within 48 hours of receipt into the Revenue Account.

B. All NJ State Sales Tax collected for sale of compost is paid quarterly.

XII. Auditor

A. The Cash Management Plan is subject to an annual Audit by the Authority' s appointed auditor.

**RESOLUTION  
OF  
THE GLOUCESTER TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**

**R-02-22-30**

**WHEREAS**, the Gloucester Township Municipal Utilities Authority received payment in the amount of \$598.00 on January 10, 2022, from Group IV Equity, for 1311-1355 Blackwood-Clementon Road, Giant Fitness, Account #21298-1, Block 20304, Lot 2, Gloucester Township, New Jersey; and

**WHEREAS**, Group IV Equity was the previous owner of the above referenced account number; and

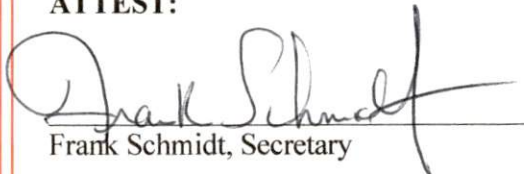
**WHEREAS**, Group IV Equity paid the bill in error; and

**WHEREAS**, Group IV Equity has requested a refund in the amount of \$598.00.

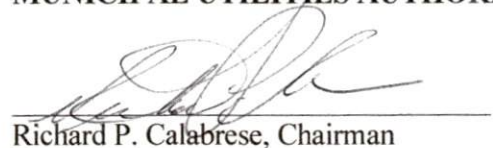
**THEREFORE**, the refund request payment of \$598.00, should be reimbursed to Group IV Equity.

**NOW, THEREFORE, BE IT RESOLVED**, by the Chairman and Commissioners of the Gloucester Township Municipal Utilities Authority, that \$598.00 be reimbursed to Group IV Equity.

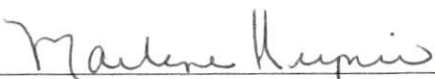
**ATTEST:**

  
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 February 17, 2022.

  
Marlene Hrynio, Administrative Secretary

Dated: February 17, 2022

**THE GLOUCESTER TOWNSHIP MUA  
Customer Recent Activity Report**

**Report Date: 02/15/22 11:39 AM**

**Account Id:** 21298-1  
**Owner:** GROUP IV EQUITY- COMMERCE II  
**Bill To:** GIANT FITNESS  
**Property Location:** 1311-1355 BLACKWOOD CLEMENTON

**Active Services:**  
 Sewer (Active Date: 01/01/87)

Recent Billings:	Bill Date	Due Date	Amount Billed	Amount Due	Usage	Principal Balance	Interest/Penalty
Sewer	12/07/21	10/15/22	598.00	598.00		598.00	0.00
Sewer	12/07/21	07/15/22	598.00	598.00		598.00	0.00
Sewer	12/07/21	04/15/22	598.00	598.00		598.00	0.00
Sewer	12/07/21	01/15/22	598.00	0.00		0.00	0.00
Sewer	12/08/20	10/15/21	46.00	0.00		0.00	0.00
Sewer	12/08/20	07/15/21	46.00	0.00		0.00	0.00
Sewer	12/08/20	04/15/21	46.00	0.00		0.00	0.00
Sewer	12/08/20	01/15/21	46.00	0.00		0.00	0.00
Sewer	12/11/19	10/15/20	46.00	0.00		0.00	0.00
Sewer	12/11/19	07/15/20	46.00	0.00		0.00	0.00
Sewer	12/11/19	04/15/20	46.00	0.00		0.00	0.00
Sewer	12/11/19	01/15/20	46.00	0.00		0.00	0.00

**Current Balance:           \$1794.00                                   \$1794.00                                   \$0.00**

**Recent Payments & Adjustments:**

Type	Date	Amount	Description
Payment	01/10/22	598.00	CK 1376
Payment	10/12/21	46.00	CK 1344
Payment	07/12/21	46.00	CK 1315
Payment	04/12/21	46.00	CK 1280