

TO: MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY  
FROM: ROBERT G. MAYBURY, EXECUTIVE DIRECTOR  
DATE: JULY 09, 2015  
SUBJECT: REGULAR MEETING

\*\*\*\*\*

There will be a REGULAR MEETING of the Mount Holly Municipal Utilities Authority held on Thursday, July 09, 2015 at 6:00 PM in the Administrative Office of the Mount Holly Municipal Utilities Authority, 37 Washington Street, Mount Holly, New Jersey. The agenda for this meeting is as follows:

A. ROLL CALL

Mr. Thiessen\_\_\_, Mr. Jones\_\_\_, Mr. Silcox\_\_\_, Mr. Brown\_\_\_, Mr. Banks\_\_\_

B. VERIFICATION OF NOTICE



C. PLEDGE OF ALLEGIANCE

D. PUBLIC COMMENTS ON AGENDA ACTION ITEMS ONLY

E. APPROVAL OF MINUTES

<b>Regular Meeting</b>	<b>June 11, 2015</b>
<b>Executive Meeting</b>	<b>June 11, 2015</b>

MOTION MADE BY \_\_\_\_\_, SECONDED BY \_\_\_\_\_.

F. OLD BUSINESS:  
NONE

G. NEW BUSINESS:

**PUBLIC NOTICE**

Renewal of Industrial Waste Service Agreement with Landfill & Development Co., Inc. for treatment of non-domestic wastewater. (RESOLUTION 2015- 61)

H. **CONSENT AGENDA:**

“All items listed with an asterisk (\*) are considered routine by the Authority and will be enacted by one motion. Should a Commissioner wish to discuss a consent agenda item separately, that item can be removed from the consent agenda and considered in its normal sequence.”

**\*RESOLUTION 2015-56** A RESOLUTION APPROVING THE OPERATING EXPENSES FOR THE MONTH OF JUNE 2015.

**\*RESOLUTION 2015-56 A-** A RESOLUTION APPROVING THE SEWER REFUNDS FOR THE MONTH OF JUNE 2015.

**\*RESOLUTION 2015-57** A RESOLUTION APPROVING THE ESCROW EXPENSES FOR THE MONTH OF JUNE 2015.

**\*RESOLUTION 2015-58** A RESOLUTION APPROVING THE EXPENDITURES FOR THE MONTH OF JUNE 2015 FROM THE IMPROVEMENT AND REPLACEMENT FUND.

**\*RESOLUTION 2015-59** A RESOLUTION APPROVING DEVELOPERS SANITARY SEWER OFF-TRACT IMPROVEMENT AND RECAPTURE AGREEMENT.

**\*RESOLUTION 2015-60** A RESOLUTION APPROVING THE REVISED JOB DESCRIPTIONS FOR THE POSITIONS OF ASSISTANT TO THE EXECUTIVE DIRECTOR, FINANCE ADMINISTRATOR-CFO, ASSISTANT TO THE FINANCE ADMINISTRATOR AND THE ORGANIZATIONAL CHART.

MOTION MADE BY \_\_\_\_\_, SECONDED BY \_\_\_\_\_.

- I. COMMUNICATIONS:
- J. MATTERS TO BE PRESENTED BY THE PUBLIC
- K. REPORT OF THE EXECUTIVE DIRECTOR
- L. REPORT OF THE ENGINEER
- M. REPORT OF THE DEPUTY DIRECTOR FOR PLANT OPERATIONS
- N. REPORT OF THE DEPUTY DIRECTOR FOR REGULATORY AFFAIRS
- O. REPORT OF THE SOLICITOR
- P. REPORT OF THE DEPUTY DIRECTOR OF FINANCE AND ADMINISTRATION/TREASURER
- Q. OTHER NEW BUSINESS
- R. MATTERS TO BE PRESENTED BY THE COMMISSIONERS
- S. EXECUTIVE SESSION yes\_\_\_\_ no\_\_\_\_ @ \_\_:\_\_\_\_ P.M.  
MOTION MADE BY \_\_\_\_\_, SECONDED BY\_\_\_\_\_.
- T. ADJOURNMENT by \_\_\_\_\_@ \_\_:\_\_\_\_ P.M.  
MOTION MADE BY \_\_\_\_\_, SECONDED BY\_\_\_\_\_.

**\*\*Indicates addendum to original agenda**

## **OPEN PUBLIC MEETINGS ACT STATEMENT**

### **REGULAR MEETING**

“In compliance with the Open Public Meetings Act, adequate notice of this meeting was provided in the following manner: Notice of this meeting was published in the Courier Times on February 19, 2015, and the Courier-Post on February 19, 2015. On Tuesday, July 07, 2015 advanced written notice of this meeting was (1) posted on the Administrative Bulletin Board at the Township Building and (2) advanced written notice of this meeting was mailed to all persons who, according to the records of the MUA, requested such notice.”

### **MANDATORY AFFIRMATIVE ACTION COMPLIANCE NOTICE**

Any contracts awarded tonight, and between now and the next meeting, the contractor, company or firm must comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C.127) N.J.A.C. 17:27.

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY  
REGULAR MEETING MINUTES  
June 11, 2015**

The regular meeting of the Mount Holly Municipal Utilities Authority was held at 37 Washington Street on Thursday, June 11, 2015; at 6:00 P.M. Chairman Thiessen called the meeting to order with the following roll call:

PRESENT: Mr. Jules Thiessen, Chairman  
Mr. Robert Silcox, Vice Chairman  
Mr. Jason Jones, Commissioner  
Mr. Christopher Banks, Commissioner  
Mr. Joshua Brown, Commissioner

ALSO Robert Maybury, Executive Director

PRESENT: Stephen J. Mushinski, Esq., Solicitor  
Albert Marmero, Esq., Long Marmero & Associates, LLP, Special Counsel  
David Skibicki, R. A. Alaimo Associates, Engineer  
Cheryl Wurst, (Interim) Finance Administrator  
Anthony Stagliano, Deputy Director of Regulatory Affairs & Qualified Purchasing Agent  
Joel Hervey, Deputy Director for Plant Operations  
Brandy C. Boyington, Secretary  
Richard Alaimo, Alaimo Associates

ABSENT:

**VERIFICATION OF NOTICE**

Executive Director Maybury verified that "In compliance with the Open Public Meetings Act, this is to announce that adequate notice of this meeting was provided in the following manner: Notice of this meeting was published in the Courier Times on February 19, 2015 and the Courier Post on February 19, 2015. On Monday, June 08, 2015, advanced written notice of this meeting was posted on the Administrative Bulletin Board at the Township Building and advanced written notice of this meeting was mailed to all persons who, according to the records of the Authority, requested such notice."

**MANDATORY AFFIRMATIVE ACTION COMPLIANCE NOTICE**

Any contracts awarded tonight, and between now and the next meeting, the contractor, company or firm must comply with the requirements of N.J.S.A. 10:5-31 et seq. (P.L. 1975, C.127) N.J.A.C. 17:27.

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENTS ON ACTION ITEMS**

None

**APPROVAL OF MINUTES**

Commissioner Brown moved for the approval of Regular Meeting Minutes of May 19, 2015. Commissioner Jones seconded the motion. At the call of the roll the vote was:

AYES: Chairman Thiessen, Commissioner Jones, Commissioner Brown, Commissioner Banks

NAYES:

ABSTAIN: Commissioner Silcox

**APPROVAL OF EXECUTIVE MINUTES**

Commissioner Brown moved for the approval of Executive Meeting Minutes of May 19, 2015. Commissioner Jones seconded the motion. At the call of the roll the vote was:

AYES: Chairman Thiessen, Commission Jones, Commissioner Brown, Commissioner Banks

NAYES:

ABSTAIN: Commissioner Silcox

### **OLD BUSINESS**

1 .A proposal was received for the belt filter press installation from Alaimo.

Executive Director Maybury stated that at this time there is a second proposal coming from another Engineer.

2. Deerwood Country Club LP is requesting MHMUA to approve and adopt a Cost Reimbursement Sewer Extension policy to be a part of the Authority's rules and regulations.

Mr. Mushinski explained that during May's board meeting the board requested cost information from Mr. Alaimo. Mr. Alaimo hand delivered the information this evening. The information is for the Authority members to see what the ultimate cost might look like for somebody that would be connecting into the system. Mr. Alaimo stated that the idea is to install a 4400 foot force main for 7 lots. Two lots in one place and five in another. Mr. Alaimo stated that he decided to cut down the project to 1100 feet, covering the first two lots. The formula used by Evesham and Mt. Laurel basically; is established off flow and distance. The closer you are to the connection the less is the cost will be, and the further you are the more expensive. Based upon the number of linear feet you are using of the main and the combination of other people using the main. The cost is adjusted to all using the main. The problem is we don't know how many people will connect, currently the residents have septic systems. We do not anticipate many people connecting. Mr. Mushinski mentioned previously it was agreed (based upon the Rules and Regulations of the MHMUA) the residents would not be forced to connect to the force main, it would be a voluntary connection. Chairman Thiessen asked if the rates, in general, are in line with other projects of this nature. Mr. Mushinski stated that the formula was decided in Superior Court; establishing the formula and calculation that is used by Evesham and Mt. Laurel. Mr. Mushinski informed the board that he has a draft agreement, and if the Authority would like to move forward he can finalize the agreement with Mr. Alaimo, and the Authority should have it on next month's agenda as a resolution.

### **NEW BUSINESS**

**RATE HEARING:** Chairman Thiessen turned the meeting over to Special Counsel Albert Marmero, Esq., who conducted the Public Hearing. A court stenographer was present to record the hearing. A copy of the transcript is attached and made part of the minutes.

### **RESOLUTION 2015-54 A RESOLUTION OF THE MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY APPROVING THE AMENDED RATE SCHEDULE**

Commissioner Silcox moved for the approval of Resolution 2015-54. Commissioner Jones seconded the motion. At the call of the roll, the vote was:

AYES: Commissioner Jones, Commissioner Jones, Commissioner Banks,  
Commissioner Silcox, Chairman Thiessen

NAYS: None

ABSTAIN: None

CONSENT AGENDA:

"All items listed with an asterisk (\*) are considered routine by the Authority and will be enacted by one motion. Should a Commissioner wish to discuss a consent agenda item separately, that item can be removed from the consent agenda and considered in its normal sequence."

**\*RESOLUTION 2015-49-** A RESOLUTION APPROVING THE OPERATING EXPENSES FOR THE MONTH OF MAY 2015

**\*RESOLUTION 2015-49-A-** A RESOLUTION APPROVING THE SEWER REFUNDS FOR THE MONTH OF MAY 2015

**\*RESOLUTION 2015- 50-** A RESOLUTION APPROVING THE EXPENDITURES FOR THE MONTH OF MAY 2015

**\*RESOLUTION 2015-51-** A RESOLUTION AUTHORIZING PROFESSIONAL SERVICES CONTRACT FOR AUDITOR CONTRACT #2015-8

**\*RESOLUTION 2015-52-** A RESOLUTION AUTHORIZING CHANGE ORDER TO CONTRACT #2014-13 PLANT 3 ROOF FOR REPLACING THE DAMAGED METAL AND INSTALLATION OF WALK-WAY PADS.

**\*\*RESOLUTUION 2015-53** A RESOLUTION AUTHORIZING THE INSTALLATION OF CURED-IN-PLACE PIPING AND MANHOLE REHABILITATION FOR EAYRESTOWN ROAD SEWER MAIN CONTRACT #2015-9

Chairman Thiessen asked for an explanation on the additional information added to the memo submitted to the board for the installation of the C.I.P.P for Eayrestown Road sewer main. Mr. Hervey, MHMUA Plant Operations, explained that the pipe was televised today, and they discovered the issue to be a gasket. The contractors plan to move forward is to cut out the gasket that is causing the obstruction and then proceed with the slip line.

**\*\*Indicates addendum to original agenda**

Commissioner Jones moved for the approval of the consent agenda. Commissioner Brown seconded the motion. At the call of the roll, the vote was:

AYES: Chairman Thiessen, Commissioner Silcox, Commissioner Jones, Commissioner Brown, Commissioner Banks

NAYS: None

ABSTAIN: None

### **COMMUNICATIONS**

None

### **MATTERS TO BE PRESENTED BY THE PUBLIC**

None

### **REPORT OF THE EXECUTIVE DIRECTOR**

The report of the Executive Director was received. Executive Director Maybury stated that he had the pleasure of presenting the Ronald D. Nicholson Scholarship Award to Nicholas M. Testa. Mr. Maybury continued by saying he would like to recognize Cheryl Wurst for taking over the duties of the Finance Administrator and that she is doing a great job.

### **REPORT OF THE ENGINEER**

The Report of the Engineer was received. Mr. Skibicki stated that the Lumberton Force Main specs should be done by the end of the month.

### **REPORT OF THE DEPUTY DIRECTOR FOR PLANT OPERATIONS**

The Report of the Deputy Director of Plant Operations was received.

### **REPORT OF THE DEPUTY DIRECTOR FOR REGULATORY AFFAIRS AND QUALIFIED PURCHASING AGENT**

The Report of the Deputy Director for Regulatory Affairs and Qualified Purchasing Agent was received.

**REPORT OF THE SOLICITOR**

The Report of the Solicitor was received.

**REPORT OF THE DEPUTY DIRECTOR OF  
FINANCE AND ADMINISTRATION/BOARD TREASURER**

The Report of the Deputy Director of Finance and Administration/Board Treasurer was received.

**OTHER NEW BUSINESS**

None

**MATTERS TO BE PRESENTED BY COMMISONERS**

Commissioner Silcox asked if Ms. Wurst was receiving compensation for taking on the work load of the Finance Administer. Mr. Maybury identified that would be suggested discussion in executive session.

**Executive Session**

Commissioner Silcox moved for approval of Resolution 2015-55. Commissioner Banks seconded the Motion. At the call of roll, the vote was:

AYES: All (Chairman Thiessen, Commissioner Silcox, Commissioner Brown, Commissioner Jones, Commissioner Banks)

NAYS:            ---

ABSTAIN:        ---

At 6:21 P.M. the Authority Commissioners retired to Executive Session for a discussion of the matter listed in the below resolution.

**RESOLUTION 2015-55  
AUTHORIZING EXECUTIVE SESSION**

**WHEREAS, N.J.S.A. 10:4-12** allows for a Public Body to go into closed session during a Public Meeting; and

**WHEREAS,** the Mount Holly Municipal Utilities Authority (“MHMUA”) has deemed it necessary to go into closed session to discuss certain matters which are exempted from the Public; and

**WHEREAS,** the regular meeting of the MHMUA will reconvene following the end of the closed session.

**NOW, THEREFORE, BE IT RESOLVED** that the MHMUA will go into closed session for the following reason(s)

as outlined in N.J.S.A. 10:4-12:

\_\_\_\_\_ Any matter which, by express provision of Federal Law, State Statute or Rule of Court shall be rendered confidential or excluded from discussion in public (Provision relied upon: \_\_\_\_\_);

\_\_\_\_\_ Any matter in which the release of information would impair a right to receive funds from the federal government;

\_\_\_\_\_ Any matter the disclosure of which constitutes an unwarranted invasion of individual privacy;

\_\_\_\_\_ Any collective bargaining agreement, or the terms and conditions of which are proposed for inclusion in any collective bargaining agreement, including the negotiation of terms and conditions with employees or representatives of employees of the public body (Specify contract: negotiations with bargaining units);

X Any matter involving the purchase, lease or acquisition of real property with public funds, the setting of bank rates or investment of public funds where it could adversely affect the public interest if discussion of such matters were disclosed;

\_\_\_\_\_ 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 violations or possible violations of the law;

X 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 (If pending or anticipated litigation, the matter is entitled: Hainesport Sewer Service Agreement and mandatory connection issue; professional contract matters.

(If contract negotiation, the nature of the contract and interested party is \_\_\_\_\_)

*Under certain circumstances, if public disclosure of the matter would have a potentially negative impact on the MHMUA's position in the litigation or negotiation, this information may be withheld until such time that the matter is concluded or the circumstances no longer present a potential impact);*

X Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance, 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 individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed at a public meeting (Subject to the balancing of the public's interest and the employee's privacy rights under *South Jersey Publishing*, 124 N.J. 478, the employee(s) and nature of discussion is hiring of Finance Administrator;

\_\_\_\_\_ Any deliberation of a public body occurring after a public hearing that may result in the imposition of a specific civil penalty upon the responding party or the suspension or loss of a license or permit belonging to the responding party as a result of an act of omission for which the responding party bears responsibility.

**BE IT FURTHER RESOLVED** that the MHMUA hereby declares that its discussion of the aforementioned subject(s) may be made public at a time when the MHMUA Attorney advises the MHMUA that the disclosure of the discussion will not detrimentally affect any right, interest or duty of the MHMUA or any other entity with respect to said discussion.

**BE IT FURTHER RESOLVED** that the MHMUA, for the aforementioned reasons, hereby declares that the public is excluded from the portion of the meeting during which the above discussion shall take place and hereby directs the Executive Director to take the appropriate action to effectuate the terms of this resolution.

I, Brandy C. Boyington, do hereby certify the above to be a true and correct copy of a resolution adopted by the Mount Holly Municipal Utilities Authority at its meeting held on June 11, 2015.

\_\_\_\_\_ Brandy  
C. Boyington

### **ADJOURNMENT**

Commissioner Silcox moved for adjournment. Commissioner Jones seconded the motion. Chairman Thiessen adjourned the meeting at 8:40 P.M.

Respectfully submitted,

\_\_\_\_\_ Brandy C. Boyington, Secretary



1

2

3

BEFORE THE

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

----- x

IN RE: : 4 :

ADJUSTMENT TO SCHEDULE OF : 5

RATES : : 6 - -

----- x

7

8

-----  
Thursday, June 11, 2015  
-----

9

10

11

COMMISSION MEMBERS PRESENT:

12

JULES K. THIESSEN - CHAIRMAN

13

ROBERT C. SILCOX - VICE CHAIRMAN

14

CHRISTOPHER BANKS - COMMISSIONER

JOSHUA BROWN - COMMISSIONER

JASON JONES - COMMISSIONER

15

ROBERT G. MAYBURY - EXECUTIVE DIRECTOR

BRANDY C. BOYINGTON - AUTHORITY SECRETARY

16

17

R E P O R T E D B Y:

18

LOUIS A. MANCHELLO, Certified Court

19

Reporter (N.J. License No. 30XI00141800), on  
the

23

24

1  
2  
3  
20  
22  
4  
5  
6  
7  
8  
9  
10  
11  
23  
24

above date, commencing at 6:00 p.m., at the  
Mount 21Holly Municipal Utilities Authority,  
37 Washington  
Street, Mount Holly, New Jersey.

- - - - - 856-482-7207

A P P E A R A N C E S:

LONG MARMERO  
BY: ALBERT K. MARMERO, ESQUIRE  
44 Euclid Street  
Woodbury, New Jersey 08096

Special Counsel

PARKER, McCAY & CRISCUOLO  
BY: STEPHEN J. MUSHINSKI, ESQUIRE  
Three Greentree Center - Suite 401  
Marlton, New Jersey 08053  
Authority Solicitor

- - - - -

1  
2  
3  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22

I N D E X

WITNESS	EXAMINED BY	PAGE
ROBERT G. MAYBURY	<b>Mr. Marmero</b>	<b>5</b>

4  
5  
6  
7  
8  
9  
23  
24

- - - - -

1  
2  
3  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

(The reading of the Sunshine Act and Roll  
Call are not a part of the printed transcript.)

CHAIRMAN THIESSEN: New  
business, public notice, adjustment to  
rate schedule, proposed Resolution  
2015-54.  
I believe we have a public hearing,

1

2

3

9

correct?

10

MR. MARMERO: That's correct. I'll  
will take over.

12

Mr. Chairman and Members of the

13

Authority, for the record, my name is Al

14

Marmero. I am special counsel to the

15

Mount Holly Municipal Utilities Authority,

16

and this is the public hearing that is

17

being conducted on a proposed adjustment

18

of the Schedule of Rates of the

19

Mount Holly Municipal Utilities Authority.

20

This public hearing is being

21

conducted as required by law pursuant to

22

New Jersey Statute 40:14B-23, which is the  
governing statute of the Authority.

And the hearing will be conducted in  
the following manner: The Authority will present  
its witness to testify concerning the proposed  
rate adjustment. After the

23

24

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

witness testifies, any member of the public in attendance will have an opportunity to ask questions of the Authority.

After all questions are asked, any member of the public may make a statement concerning the proposed rate adjustment. That statement is then subject to questioning by the Authority.

After everyone has had a chance to make his or her statement, the public hearing will be closed and the Authority will consider the proposed adjustment to its Schedule of Rates.

The Authority at this time would like to call Executive Director, Robert G. Maybury.

ROBERT G. MAYBURY, having been called

1

2

3

22

as a witness, was examined and testified as

follows . . .

BY MR. MARMERO:

23

24

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24

Q. Mr. Maybury, for the record, please state your name.

A. Robert G. Maybury.

Q. What is your position with the Mount Holly Municipal Utilities Authority?

A. The Executive Director. Q. And are you familiar with the operations of the Authority?

A. Yes.

Q. And are you familiar with the proposed changes to the Authority's Schedule of Rates?

A. Yes.

Q. Mr. Maybury, did the Authority publish notice of this public hearing, including the 15 proposed rate adjustments, at least 20 days prior to 16to tonight's meeting in two newspapers?

A. Yes, the proposed rate adjustments to the Authority's Schedule of Rates were posted on the



1  
2  
3  
19 Authority's website on May 4, 2015 and published in  
20 the Courier Post May 22, 2015 and the Burlington 21 County  
Times on May 4, 2015, to which I have proofs  
22 of publication.

MR. MARMERO: I'd like the  
record to reflect that the Affidavit of  
Publication from the Courier-Post be marked as  
Exhibit A and the Affidavit of  
Publication from the Burlington County  
4 Times be marked as Exhibit B.  
5 BY MR. MARMERO:  
6 Q. Now, in addition to the notification  
7 and the publication in those two newspapers, did  
the  
8 Authority also send notice of the proposed rate  
9 adjustments to the Authority's Schedule of Rates  
to  
10 the municipal clerks of the Townships of 11  
Mount Holly, Eastampton, Hainesport,  
12 Moorestown, Westampton, and Lumberton?

23  
24

1  
2  
3  
13  
14  
17  
18  
19  
20  
21  
22  
23  
24

A. Yes. Notification has been served upon the Townships of Mount Holly on May 6, 2015 and 15 Eastampton, Hainesport, Moorestown, Westampton, and 16 Lumberton on May 6, 2015.

MR. MARMERO: I would then like the record to reflect the Certified Mail receipts from the Townships of Eastampton, Hainesport, Moorestown, Westampton, Mount Holly, and Lumberton be marked as Exhibit C. And with that being said, we

will proceed with the proposed rate adjustment to Schedule 1, Connection Fees, of the Authority's Schedule of Rates.

BY MR. MARMERO:

Q. Mr. Maybury, did you recompute the connection fees in accordance with N.J.S.A.

1  
2  
3  
5  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
23  
24

40:14B-22 for the Mount Holly Municipal Utilities 6

Authority at the end of the previous fiscal year?

A. Yes. The connection fee computations for each service unit within Mount Holly Township and outside Mount Holly Township are reflective in a document titled "Mount Holly MUA Connection Fee Calculation." The study area was comprised exclusively of single-family residences in our service area. For nonresidential customers within Mount Holly Township and outside Mount Holly Township, I divided the connection fee per service unit by the calculated average number of gallons per

1  
2  
3  
18  
20  
21  
22  
  
23  
24

day for a single-family residence to determine the connection fee per gallon per day.

The minimum connection fee for all nonresidential customers is equal to the connection fee that is charged to residential users. The service agreement between the Authority and the municipalities that are serviced by the Authority

provide that connectors in those townships are to pay one and a half times the charge for connection fees established for users within Mount Holly

Township.  
There is a special sewer connection fee for hotels and motels. The

1  
2  
3  
7  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
23  
24

connection fee for hotels and motels  
is a function of the number of  
rooms, plus the amenities offered  
in the hotel or motel.

The connection fee is calculated  
by multiplying the number of guest  
rooms by the rate  
per guest room, which is one and a  
half of the  
residential rate. Or one-half the  
residential rate.

However, any office space,  
convention or meeting  
rooms, restaurants, laundries, et  
cetera, that are  
on the premises are calculated  
separately at the  
nonresidential rate per gallon of  
estimated usage.

Q. So, then, based upon your  
review of  
the document which is titled "Mount  
Holly MUA

1  
2  
3  
20  
  
22  
  
A.  
  
4  
5  
6  
7  
8  
9  
10  
11  
  
23  
24

Connection Fee Calculation," and based on your 21 experience, do you find that document to be accurate

in its calculations?

A. Yes.

MR. MARMERO: And with that being said, I would like the record to reflect that the document titled

"Mount Holly MUA Connection Fee

Calculations" will be marked as Exhibit D.

BY MR. MARMERO:

Q. Mr. Maybury, what were the calculated residential sewer connection fees per equivalent 8 dwelling unit as stated in Exhibit D?

A. The residential sewer connection fee within Mount Holly Township came to \$4,748 per equivalent dwelling unit and \$7,123 per equivalent dwelling 12 unit outside of Mount Holly Township.

1

2

3

13

Q. And what were the calculated sewer

14

connection fees per gallon per day for

15

nonresidential users, as stated in Exhibit D?

16

A. The nonresidential sewer connection fee

17

within Mount Holly Township came to \$26.67 per

18

gallon per day and \$40.01 per gallon per day for

19

nonresidential users outside Mount Holly Township.

20

Q. It is my understanding, then, that the

21

Authority is proposing an increase in the

connection 22 fee as calculated in Exhibit D and

as stated in Schedule 1, Connection Fees, of

Exhibit A and B; is that correct?

A. Correct.

Q. And the effective date of these new proposed

connection fee changes would be July 1st,

4

2015?

5

A. Yes.

6

Q. And other than what we just discussed,

23

24

1  
2  
3  
7  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
21  
22  
23  
24

are there any other proposed changes to Schedule 1  
8of the Authority's Schedule of Rates?

A. No.

Q. Are there any proposed changes to  
Schedule 3 of the Authority's Schedule of Rates?

A. Yes. The residential unit having unmetered  
water supply shall be billed on a presumed usage of  
14 17,700 gallons per quarter.

Q. And the effective date of the proposed  
rate adjustment to Schedule 3 of the Authority's  
17 Schedule of Rates would also be July 1st,  
2015?

A. Yes.

MR. MARMERO: I have no further 20 questions of Mr.  
Maybury.

So at this time, if there's any  
members of the public who wish to ask the  
Authority any questions, if so, please state  
your name and address prior to asking the



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
23  
24

question so that the court reporter may make an accurate record. Anyone?

Seeing no one wishing to ask any questions, are there any members of the public who wish to make a statement? And, again, if so, please state your name and address prior to making the statement so that there is an accurate record.

Okay. Mr. Chairman, seeing no one wishing to make any further statements, I would recommend that the public portion of the rate hearing be closed. And it's yours.

CHAIRMAN THIESSEN: Thank you.

Any questions, comments about the rate increase that will go effect on July 1st?

1

2

3

18

COMMISSIONER JONES: Not from

19

me.

20

CHAIRMAN THIESSEN: Therefore,

21

the proposed Resolution 2015-54,

basically 22 putting in stone what

was just discussed?

COMMISSIONER SILCOX: So moved.

COMMISSIONER JONES: Second.

CHAIRMAN THIESSEN: Roll call?

MS. BOYINGTON: Commissioner

Brown?

4

COMMISSIONER BROWN: Yes.

5

MS. BOYINGTON:

Commissioner

6

Jones?

7

COMMISSIONER JONES: Yes.

8

MS.

BOYINGTON: Commissioner

9

Silcox?

10

COMMISSIONER SILCOX: Yes.

11

MS. BOYINGTON:

Commissioner

12

Banks?

23

24

1

2

3

13

COMMISSIONER BANKS: Yes.

14

MS. BOYINGTON: Chairman 15

Thiessen?

16

CHAIRMAN THIESSEN: Yes.

17

Resolution 2015-54 is passed.

18

(Hearing concluded at 6:16 p.m.)

19

- - - - -

20

21

22

23

24

1

2

3

I, LOUIS A. MANCHELLO, Certified  
Court Reporter (License No. 30XI00141800), do hereby  
certify the foregoing to be a true and correct  
transcript of the proceedings held in this matter as  
transcribed from the stenographic notes taken by me  
on June 11, 2015.

8

9

10

---

Louis A. Manchello  
Certified Court Reporter  
(N.J. License No. 30XI00141800)

11

12

Date: June 21, 2015

13

14

(This certification does not apply to  
any reproduction of this transcript, unless  
under the direct supervision of the  
certifying reporter.)

15

16

17

18

19

23

24

1  
2  
3  
20  
21  
22

23  
24



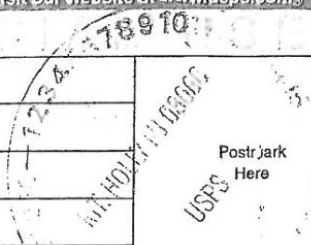
```
ERROR: undefined
OFFENDING COMMAND:
STACK:
```

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)®

7012 2210 0002 5399 6290

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Postmark Here

Sent To: Twp of Lumberton  
 Street, Apt. No., or PO Box No. 35 Municipal Dr  
 City, State, ZIP+4: PO Box 1860 Lumberton NJ 08048  
PS Form 3800, August 2006 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	<p>A. Signature <input checked="" type="checkbox"/> Agent  <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (<i>Printed Name</i>)</p> <p>C. Date of Delivery</p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">Township of Lumberton                  Attn: Township Clerk                  Municipal Complex                  35 Municipal Drive PO BOX 1860                  Lumberton, NJ 08048</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes                  If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>2. Article Number                  (Transfer from service label)</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail    <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered        <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail       <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (<i>Extra Fee</i>)    <input type="checkbox"/> Yes</p>
<p>7012 2210 0002 5399 6290</p>	



English

Customer Service

USPS Mobile

Register / Sign In



# USPS Tracking™



Customer Service ›  
Have questions? We're here to help.



Get Easy Tracking Updates ›  
Sign up for My USPS.com.

Tracking Number: 70122210000253996290

Updated Delivery Day: Wednesday, May 6, 2015

## Product & Tracking Information

Postal Product:

Features:  
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
May 6, 2015 , 10:00 am	Delivered	LUMBERTON, NJ 08048

Your item was delivered at 10:00 am on May 6, 2015 in LUMBERTON, NJ 08048.

May 6, 2015 , 8:26 am	Out for Delivery	MOUNT LAUREL, NJ 08054
May 6, 2015 , 8:16 am	Sorting Complete	MOUNT LAUREL, NJ 08054
May 6, 2015 , 5:18 am	Arrived at Unit	MOUNT LAUREL, NJ 08054
May 5, 2015 , 11:13 pm	Departed USPS Facility	BELLMAWR, NJ 08031
May 4, 2015 , 10:01 pm	Arrived at USPS Facility	BELLMAWR, NJ 08031
May 4, 2015 , 5:28 pm	Departed Post Office	MOUNT HOLLY, NJ 08060
May 4, 2015 , 11:06 am	Picked Up	MOUNT HOLLY, NJ 08060

## Available Actions

Text Updates

Email Updates

Return Receipt After Mailing

## Track Another Package

Tracking (or receipt) number

Track It

## Manage Incoming Packages

Track all your packages from a dashboard.  
No tracking numbers necessary.

Sign up for My USPS.com ›



9029 6655 2000 DT22 2T02

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark Here

Sent To  
 Street, Apt. No., or PO Box No. Twp Westampton  
710 Rancocas Rd  
 City, State, ZIP+4 Westampton NJ 08060

PS Form 3800, August 2005 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Township of Westampton  
 Attn: Township Clerk  
 Westampton Township  
 710 Rancocas Road  
 Westampton, NJ 08060

2. Article Number  
 (Transfer from service label)

7012 2210 0002 5399 6306

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X C. Adair  Agent  Addressee

B. Received by (Printed Name) K. Adair C. Date of Delivery 5-6-15

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
*(Domestic Mail Only; No Insurance Coverage Provided)*

For delivery information visit our website at [www.usps.com](http://www.usps.com)

7012 2920 0001 7673 4283

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Sent To Mt. Holly Twp.  
 Street, Apt. No., or PO Box No. 23 Washington St  
 City, State, ZIP+4 Mt. Holly NJ 08060

PS Form 3800, August 2006 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Attn: Township Clerk  
 23 Washington Street  
 Mount Holly, NJ 08060

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature [Signature]  Agent  Addressee

B. Received by / Agent Name [Signature] C. Date of Delivery 5/10/10

D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

3. Service Type

Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

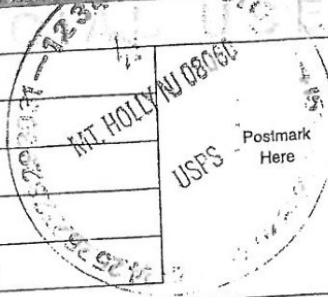
4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number (Transfer from service label) 7012 2920 0001 7673 4283

7012 2210 0002 5399 6313

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)  
For delivery information visit our website at [www.usps.com](http://www.usps.com)

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Sent To Sup of Moorestown  
 Street, Apt. No., or PO Box No. 111 W. 2nd St.  
 City, State, ZIP+4 Moorestown NJ 08057  
 PS Form 3800, August 2006 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:  
  
 Township of Moorestown  
 Attn: Township Clerk  
 Town Hall  
 111 West Second Street  
 Moorestown, NJ 08057



**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  Agent  
 Addressee  
 B. Received by (Printed Name) Monover  
 C. Date of Delivery 5/10/05  
 D. Is delivery address different from item 1?  Yes  
 No  
 If YES, enter delivery address below:

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.  
 4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
 (Transfer from service label)  
 PS Form 3811, February 2004

7012 2210 0002 5399 6313

Domestic Return Receipt

102595-02-M-1540

**U.S. Postal Service™**  
**CERTIFIED MAIL™ RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information, visit our website at [www.usps.com](http://www.usps.com)

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

HOLLY NJ 08008  
 Postmark Here

USPS

Sent To  
 Street, Apt. No.,  
 or PO Box No. Hainesport Twp  
One Hainesport Cir  
 City, State, ZIP+4  
Hainesport NJ 08036  
 PS Form 3800, August 2005 See Reverse for Instructions

7012 2210 0002 5399 6283

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Hainesport Township  
 Attn: Township Clerk  
 One Hainesport Centre  
 PO BOX 477  
 Hainesport, NJ 08036

2. Article Number  
 (Transfer from service label)


7012 2210 0002 5399 6283

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 Agent

B. Received by (Printed Name) Paul C. Haines Addressee  
 C. Date of Delivery 2/2/04

D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:



3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes  No

**U.S. Postal Service™  
CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

Postage \$	
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	

Sent to Eastampton Twp  
 Street, Apt. No., or PO Box No. 12 Manor House Ct.  
 City, State, ZIP+4 Eastampton NJ 08060  
 PS Form 3800, August 2, 2006 See Reverse for Instructions

7012 2920 000J 7673 4290

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature [Signature]  Agent  Addressee

B. Received by (Printed Name) C. FARRON C. Date of Delivery 8-6-04

D. Is delivery address different from item 1?  Yes  No  
 if YES, enter delivery address below:

**SENDER: COMPLETE THIS SECTION**

1. Article Addressed to:  
 Eastampton Township  
 Attn: Township Clerk  
 12 Manor House Court  
 Eastampton NJ 08060

2. Article Number (Transfer from service label) 7012 2920 000J 7673 4290

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.  
 Restricted Delivery? (Extra Fee)  Yes

1. Article Addressed to:  
 Eastampton Township  
 Attn: Township Clerk  
 12 Manor House Court  
 Eastampton NJ 08060

2. Article Number (Transfer from service label) 7012 2920 000J 7673 4290

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.  
 Restricted Delivery? (Extra Fee)  Yes

4. Restricted Delivery? (Extra Fee)  Yes

Domestic Return Receipt

PS Form 3811, February 2004

102595-02-M-1540

**RESOLUTION OF THE MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY  
APPROVING A SERVICE AGREEMENT WITH LANDFILL & DEVELOPMENT CO,  
INC. FOR SANITARY SEWERAGE SERVICE**

**RESOLUTION 2015-61**

WHEREAS, the Mount Holly Municipal Utilities Authority (hereinafter "MHMUA") is a public body created by the governing body of the Township of Mount Holly pursuant to the provisions of the Municipal Utilities Authorities Law of the State of New Jersey, as amended and supplemented; and

WHEREAS, the MHMUA, a State designated pretreatment authority, is charged inter alia, with the responsibility for the maintenance, operation and improvement of works for the collection, treatment, purification and disposal of sewerage within the Township of Mount Holly and surrounding service areas; and

WHEREAS, Landfill & Development Co. Inc., has submitted application and requested a Service Agreement Renewal for disposal of wastewater. This information is outlined in a memo from David W. Reich of the Industrial Pretreatment Department, a copy is attached and considered a part of this resolution; and

WHEREAS, the MHMUA has reviewed said application and under the terms and provisions of the submittal, as well as the Rules and Regulations of the MHMUA, will accept said wastewater from Landfill & Development Co., Inc., for Landfill & Development Co., Inc. pursuant to the terms of the Service Agreement between the MHMUA and Landfill & Development Co., Inc. for Landfill & Development Co. Inc.; and

WHEREAS, the public hearing was held with regard to this Service Agreement on July 9th, 2015; and

WHEREAS, the MHMUA deems it in its best interests to enter into the aforesaid Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Mount Holly Municipal Utilities Authority as follows:

1. The Service Agreement Renewal between the Mount Holly Municipal Utilities Authority and Landfill & Development Co. Inc., Inc. for Sanitary Sewerage Service, dated as of July 9th, 2015, is hereby ratified and approved.
2. The Chairman and Secretary of the MHMUA are authorized and directed to execute the necessary documentation for the aforesaid Sewerage Service Agreement on behalf of the MHMUA.

**CERTIFICATION**

STATE OF NEW JERSEY        }  
  :  
COUNTY OF BURLINGTON    }

ss

I, Brandy C. Boyington, Secretary of the Mount Holly Municipal Utilities Authority, do hereby CERTIFY the foregoing to be a true copy of a Resolution adopted by the Mount Holly Municipal Utilities Authority at a regular meeting thereof held on July 9th, 2015.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Authority this 9th day of July 2015.

\_\_\_\_\_  
BRANDY C. BOYINGTON, SECRETARY

TO BE ACTED UPON



## PUBLIC NOTICE

Notice is hereby given that the Mount Holly Municipal Utilities Authority (MHMUA) will hold a public hearing at 6:00 p.m. on July 9, 2015 in the administrative offices of the MHMUA, 37 Washington Street, Mt. Holly for the purposes of approving a renewal Industrial Waste Service Agreement for the treatment of non-domestic wastewater from; Landfill & Development Co., Inc.

The agreement prepared by MHMUA is based on the administrative records which are on file at the offices of the MHMUA located at 37 Washington Street, Township of Mount Holly, County of Burlington, New Jersey. They are available for inspection by appointment, between 8:30 a.m. and 4:30 p.m., Monday through Friday. Appointments for inspection may be scheduled by calling (609) 267-0015.

Interested persons may submit written comments on the proposed agreement to the Executive Director at the address cited above. All comments shall be received by July 7, 2015. All persons, including owners or operators, who believe that any condition set forth in the agreement is inappropriate, must raise all reasonably ascertainable issues and submit in writing to the Authority all reasonably available arguments and factual grounds supporting their position, including all supporting material, by the close of the public comment period.

Persons desiring to give oral comments and/or testimony before the Authority on July 9, 2015, shall provide notice of same to the Executive Director no later than July 9, 2015.

Additional information concerning the Industrial Waste Service Agreements may be obtained between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday from David Reich of the MHMUA at (609) 267-1110.

PN1501

By order of:

Robert Maybury  
Executive Director  
Mount Holly Municipal Utilities Authority  
Notice Date: June 3, 2015

SERVICE AGREEMENT BETWEEN  
THE MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY  
AND  
LANDFILL DEVELOPMENT CO., INC  
FOR  
SANITARY SEWERAGE SERVICE

I. Recitals

WHEREAS, the Mount Holly Municipal Utilities Authority (hereinafter "MHMUA"), 37 Washington Street, Mount Holly, New Jersey is a public body created by the governing body of the Township of Mount Holly pursuant to the provisions of the Municipal and County Utilities Authority Law (N.J.S.A. 40:14B-1, *et seq.*) of the State of New Jersey, as amended and supplemented; and

WHEREAS, the MHMUA is charged *inter alia*, with the responsibility for the maintenance, operation and improvement of works for the collection, treatment, purification and disposal of sewerage within the Township of Mount Holly; and

WHEREAS, the activities of the Landfill Development Co., Inc. (hereinafter "Applicant") and relevant effluent limitations are described by the following "Fact Sheet":

Fact Sheet

Permittee Name and Address: Waste Management of New Jersey, Inc.  
4 Liberty Lane West  
Hampton NH 03842

Facility Name and Address: Landfill Development Co., Inc.  
Rt. 38W  
Mount Holly NJ 08060

Location of Discharge to MHMUA: Leachate receiving stations at MHMUA Water Pollution Control Facility, 300 Rancocas Road Mount Holly or MHMUA's gravity main at Pine Street.

Sampling Location: Directly from leachate delivery vehicles or from facilities used to load leachate delivery vehicles, or from the leachate storage tanks at Landfill Development Co., Inc. Landfill.

Process Description: Landfill Development Co., Inc. landfill is a closed landfill, SIC 4953. Current activities include leachate and methane collection, as well as a bioreactor that uses a portion of the landfill for groundwater treatment. The wastewater from the facility is approximately 42% groundwater and 58% leachate and condensate. Currently the landfill produces 17,268 gallons per day of wastewater. The wastewater is discharged to MHMUA's collection system and may also hauled to the plant via tanker truck. No categorical limits exist for L & D Landfill's operation, therefore the facility is subject to MHMUA's uniform concentration-based limits.

Limits Comparison and Determination

Parameter	MHMUA local limits		Most Stringent (to be applied)	
	Daily Max. (mg/l)	Monthly Average (mg/l)	Daily Max. (mg/l)	Monthly Average (mg/l)
pH	Min. 5.5	Max. 9.5	Min. 5.5	Max. 9.5
Lead	9.9	9.9	9.9	9.9
Zinc	12.8	12.8	12.8	12.8

; and

WHEREAS, the applicant has submitted the S-1NR Service Application and has requested the MHMUA to accept the wastewater enumerated on that application;

NOW, THEREFORE, IT IS HEREBY AGREED, CONTRACTED AND STIPULATED between the MHMUA and Applicant that the MHMUA will accept the Applicant's wastewater enumerated on the Applicant's S-1NR dated 1/26/2015 at the location(s) specified in the "Fact Sheet" contained herein subject to the following conditions:

## II. Stipulations

### 1. Contingent Upon Approval and Availability

1.1 The parties hereto fully understand that the United States Environmental Protection Agency and the New Jersey Department of Environmental Protection may exercise jurisdiction over potable water and sanitary sewerage services and from time to time may promulgate rules and regulations affecting said services. The parties hereto agree that their respective obligations under the terms of this Agreement shall be contingent upon the MHMUA receiving all necessary approvals from the aforesaid agencies to provide said services. In the event that the MHMUA is prohibited from providing, offering or extending said services to the Applicant by reason of any rule or regulation of the aforesaid agencies, then the obligation of the MHMUA to provide, offer or extend such services to Applicant shall be suspended until such time as the MHMUA shall receive authorization from the aforesaid agencies to provide, offer or extend such services to Applicant.

1.2. Applicant expressly understands that this Agreement and the obligation imposed upon the MHMUA herein for sewerage services are contingent upon the MHMUA having the capacity at its sewerage treatment facilities at the time this Agreement is executed, taking into consideration any sewerage service agreements with other applicants which are completed, fully paid and prior in time to this Agreement.

1.3. In the event that the MHMUA shall be prohibited from extending service to Applicant because of any order or regulation of the aforesaid agencies or because the capacity is not

available, the MHMUA may opt to, but shall not be obligated to provide service to the Applicant as soon as it is permitted by the aforesaid agencies, or as soon as the capacity is available, taking into consideration any service agreements with other applicants which are completed, fully paid and prior in time to this Agreement.

## 2. Rules and Regulations

2.1. The Applicant agrees to abide by the Rules and Regulations promulgated by the MHMUA as they are in existence now and as they may be modified from time to time. Applicant acknowledges that said Rules and Regulations have been made available to Applicant for inspection prior to signing this Agreement and that said Rules and Regulations are satisfactory to Applicant. All Rules and Regulations of the MHMUA are incorporated by reference into this Agreement and Applicant agrees to be bound thereby. The Applicant further agrees to comply with the General Conditions for all NJPDES Discharge Permits promulgated by the New Jersey Department of Environmental Protection. Said General Conditions are incorporated by reference into this Agreement and Applicant agrees to be bound thereby.

2.2. The MHMUA may at any time promulgate, issue, publish and from time to time amend and enforce rules and regulations regulating, prohibiting or limiting discharge into the system of any sewer, sanitation, or drainage system connected therewith, or from any other source, industrial waste, or any other substance or combination of substances discharged into the system, which may be injurious or deleterious to the systems of the MHMUA or its efficient operation. The Applicant will fully conform with such rules and regulations and will cause the same to be fully observed and conformed. Within the enforcement of such rules and regulations, the Authority may refuse to accept the Applicant's wastewater discharge to the Authority's system, and such refusal shall not be deemed as a violation of the provisions of this Agreement.

2.3. The Applicant will comply with all laws and regulations of the State of New Jersey and the United States concerning all sewage and waste disposal discharged into the MHMUA's system.

## 3. Application, Review and Treatment Fees

3.1 An application fee in the amount of \$60.00 shall have been paid in full at the time of submission of the S-1NR application.

3.2. Review Fees: All review fees shall have been paid by the Applicant to the Authority prior to the execution of this Agreement by the Authority. Applicant shall be subject for engineering and legal fees related to the review of waste characteristics and compliance schedule requirements submitted after the execution of this Agreement.

3.3. Treatment Fees: Applicant shall be subject to MHMUA's Schedule of Rates for Furnishing Sanitary Sewerage Service, in effect on the day of delivery or discharge.

#### 4. Monitoring and Reporting Requirements

4.1. Applicant's discharge shall not exceed the limits set forth in Section 4.3, below.

4.2. Applicant shall monitor and report the discharge to MHMUA in accordance with Section 4.3, below, on forms provided or approved by MHMUA. Reports are due within 30 days from the end of the reporting period.

## 4.3. Effluent Limitations and Self Monitoring Requirements

Parameter	Monthly Avg. (mg/l)	Max. Conc. (mg/l)	Sample Type	Monitoring Frequency	Reporting Frequency
pH (S.U.)	no limit	5.5 - 9.5	Grab	once per week	monthly
Flow (gallons per day)	no limit	80,000	n/a	daily	monthly
CBOD5	no limit	no limit	Grab	Jan Jul	Jan Jul
COD	no limit	no limit	Grab	Jan Jul	Jan Jul
Ammonia	no limit	no limit	Grab	Jan Jul	Jan Jul
TKN	no limit	no limit	Grab	Jan Jul	Jan Jul
TSS	no limit	no limit	Grab	Jan Jul	Jan Jul
TDS	no limit	no limit	Grab	Jan Jul	Jan Jul
Arsenic	no limit	no limit	Grab	Jan Jul	Jan Jul
Cadmium	no limit	no limit	Grab	Jan Jul	Jan Jul
Chromium	no limit	no limit	Grab	Jan Jul	Jan Jul
Copper	no limit	no limit	Grab	Jan Jul	Jan Jul
Lead	9.9	9.9	Grab	Jan Jul	Jan Jul
Mercury	no limit	no limit	Grab	Jan Jul	Jan Jul
Molybdenum	no limit	no limit	Grab	none	none
Nickel	no limit	no limit	Grab	Jan Jul	Jan Jul
Selenium	no limit	no limit	Grab	none	none
Silver	no limit	no limit	Grab	none	none
Zinc	12.8	12.8	Grab	Jan Jul	Jan Jul
Cyanide	no limit	no limit	Grab	none	none
Volatile Organics (see exhibit A)	no limit	no limit	Grab	Jan	Jan
TTO (see exhibit A)	no limit	no limit	Grab	Permit Renewal	Permit Renewal

4.4. All samples shall be representative of the Applicant's discharge and shall be taken at the sampling point(s) specified in the fact sheet. All samples must be analyzed by an NJDEP certified laboratory at the sole cost and expense of the Applicant. Any sampling and analyses performed on representative sample(s) of Applicant's wastewater and completed by an NJDEP certified laboratory must be reported to MHMUA. No analysis of wastewater not discharged to MHMUA shall be subject to the terms and conditions of this Agreement.

4.5. If sampling performed by the Applicant indicates a violation of the limits in Section 4.3, the Applicant shall repeat the sampling and analysis and submit the results of the repeat analysis to MHMUA within 30 days after becoming aware of the violation, except the Applicant is not required to resample if: i. MHMUA conducts sampling of the Applicant's discharge at a frequency of at least once per month; or ii. MHMUA conducts sampling of the Applicant's discharge between the time when the Applicant performs its initial sampling and the time when the Applicant receives the results of the initial sampling. In accordance with N.J.S.A. 58:10A-6.f(9)(a), any results of sampling indicating a serious violation as defined by N.J.S.A. 58:10A-3.v shall require six consecutive months of sampling and reporting. In accordance with N.J.S.A. 58:10A-6.f(9)(b), six consecutive months of sampling and reporting shall be required for any pollutant if the effluent limit for that pollutant is exceeded by any amount in four months of any six consecutive month period. MHMUA may restore the reporting requirements in section 4.3, above, if the Applicant has not committed any of the violations identified in this section for six consecutive months.

4.6 The MHMUA may at reasonable intervals, and without prior notice, remove samples of the effluent derived from the operation of the Applicant and have the same analyzed by an NJDEP certified laboratory to be paid by the Applicant immediately upon presentation of a bill for same by the MHMUA.

4.7. Pursuant to 40 CFR 403.8.f.2.v, the MHMUA may require the Applicant to develop and implement a slug control plan that shall conform to the definition set forth at 40 CFR 403.8.f.2.v. *et seq.*

4.8. As a result of standards or prohibitions promulgated by the State of New Jersey or the United States, the MHMUA may at any time revise the conditions listed in Section 4.3 and Applicant will fully conform with such new conditions. Based on the standards or prohibitions the MHMUA may refuse to permit or continue the discharge of Applicant's wastewater to the MHMUA's system, and such refusal shall not be deemed as a violation of the provisions of this Agreement.

4.9. Applicant shall comply with all additional reporting requirements in Section 602 of the MHMUA Rules and Regulations.

## 5. Notification Requirements

5.1. If sampling performed by the Applicant indicates a violation of the limits in Section 4.3, the Applicant shall notify MHMUA within 24 hours of becoming aware of the violation.

5.2. Applicant shall notify the MHMUA, the EPA Regional Waste Management Division Director and NJDEP Hazardous Waste Division in writing of any proposed discharge into the sewer system of a substance, which, if otherwise disposed of, would be a hazardous waste under 40 CFR Part 261, EPA Regulations for Identifying Hazardous Waste. The notification shall comply with 40 CFR 402.12(p) *et seq.*

5.3. Applicant shall notify the MHMUA of any exceedance of an effluent limitation that causes injury to persons, or damage to the environment, or poses a threat to human health or the environment, within two hours of its occurrence, or of the Applicant becoming aware of the occurrence. Within 24 hours thereof, or of an exceedance, or of becoming aware of an exceedance, of an effluent limitation for a toxic pollutant, Applicant shall provide MHMUA with such additional information on the discharge as may be required by MHMUA, including



an estimate of the danger posed by the discharge to the environment, whether the discharge is continuing, and the measures taken, or being taken to remediate the problem and any damage to the environment, and to avoid a repetition of the problem.

5.4. Applicant shall notify the MHMUA immediately of all spills or discharges that could cause damage, upset or interference in MHMUA's collection system and/or treatment plant, including any slug loading, as defined by 40 CFR 403.5(b)(4).

5.5. Applicant shall notify MHMUA of any serious violation within 30 days of the violation, together with a statement indicating that the Applicant understands the civil administrative penalties required to be assessed for serious violations, and explaining the nature of the serious violation and the measures taken to remedy the cause or prevent a reoccurrence of the serious violation.

5.6. Information submitted in the original S-1NR dated 1/26/2015 shall constitute the Applicant's operation under this Agreement, and Applicant shall notify MHMUA of any proposed changes in operation, character of waste discharges, flows or ownership. Such changes may not be made without MHMUA's approval, and may require submission of a new application to MHMUA.

5.7. Applicant shall comply with requirements of Sections 601.6 and 601.7 of the MHMUA Rules and Regulations for notification of bypass and upset events.

5.8. Notification to MHMUA shall be made by the following methods:

5.8.1. For immediate notification, applicant shall call the Industrial Pretreatment Coordinator (IPC) at 609-267-1110. If the IPC is unavailable, applicant shall provide notification to the MHMUA treatment plant shift supervisor.

5.8.2. All other notification shall be provided in writing to the following address:

Executive Director  
Mount Holly Municipal Utilities Authority  
PO BOX 486  
Mount Holly NJ 08060-0486

## 6. Prohibited Discharges

6.1. Any pollutants which create a fire or explosion hazard.

6.2. Any toxic substances, chemical elements or compounds in quantities sufficient to impair the operation or efficiency of the Treatment Works, or that will pass through the MHMUA's sewage treatment plant and cause the effluent thereof to exceed State or Interstate water quality requirements for the receiving stream.

6.3. Any substances specified in Section 110 of the MHMUA Rules and Regulations.

6.4. Whenever it becomes necessary to change any solution contained in any of its tanks, vats, dryers or other containers which are strictly prohibited from discharging into the wastewater storage facilities or MHMUA's collection/treatment systems, Applicant shall remove and dispose of same in a manner and at a location approved by the New Jersey Department of Environmental Protection and/or United States Environmental Protection Agency.

6.5. Whenever the MHMUA prohibits the discharging of unacceptable waste into the sanitary sewer system, Applicant shall remove and dispose of same in a manner and at a location approved by the New Jersey Department of Environmental Protection and/or United States Environmental Protection Agency.

## 7. Pretreatment Facilities

7.1. The Applicant shall properly operate and maintain all facilities and systems of treatment and control which are installed or used by the Applicant to achieve compliance with the effluent requirements listed in Section 4.3 and all other conditions of this permit.

7.2. The Applicant shall not bypass or make substantial modifications to any pretreatment equipment or operational procedures without prior written approval from MHMUA.

7.3. Solids, sludge and other pollutants removed by Applicant's pretreatment facilities shall be disposed of in accordance with Section 405 of the Clean Water Act and Subtitles C and D of the Resource Conservation and Recovery Act, and shall not be discharged to MHMUA.

## 8. Records, Entry and Inspection

8.1. The Applicant shall maintain copies of all monitoring data, reports and documents related to Applicant's disposal practices for at least five years in accordance with Section 801 *et seq.* of the MHMUA Rules and Regulations.

8.2. In accordance with Section 106 *et seq.* of the MHMUA Rules and Regulations, Applicant shall provide properly identified and authorized agents of the MHMUA the right of access to any property or premises owned or used by the Applicant, at all reasonable hours, for the purposes of reading meters, examining fixtures and pipes, observing the manner of use and discharge of water, sampling any discharge of wastewater to MHMUA, sampling any material used or stored on the site of the Applicant, copying any records required to be kept under the provisions of MHMUA's Rules and Regulations and for any other purpose proper and necessary in the conduct of the MHMUA's business.

### 9. Enforcement and Penalty Provisions

9.1. Enforcement of the terms of this Agreement and applicable statutes, regulations and orders shall be in accordance with Section 1001 of MHMUA's Rules and Regulations (Enforcement Response Plan).

9.2. This Agreement shall in all respects be governed by and construed in accordance with the laws of the State of New Jersey. All enforcement actions regarding the Rules and Regulations of MHMUA shall be subject to and enforceable through the court system of the Township of Mount Holly.

9.3 Civil and administrative penalties shall be determined and assessed in accordance with the following Sections of MHMUA's Rules and Regulations: 1101 *et seq.*, 1201 *et seq.*, 1202 *et seq.* and 1301 *et seq.*

9.4 In addition to civil and administrative penalties, any person who purposely or knowingly or recklessly or negligently commits certain acts specified in Section 1601 *et seq.* of MHMUA's Rules and Regulations shall be subject to criminal prosecution. Conviction may result in imprisonment, fines in accordance with Section 1601 *et seq.* of MHMUA's Rules and Regulations, or both.

### 10. Indemnification

10.1. The Applicant shall bear full responsibility and shall indemnify MHMUA from and against any claim, loss or damage sustained by the MHMUA sanitary sewage collection and/or treatment facilities resulting from the discharge of wastewater from the Applicant's operation.

10.2. The Applicant shall bear full responsibility and shall indemnify and hold MHMUA harmless from and against any and all claims, loss, damage, costs and expense for any permit violation incurred by the MHMUA resulting from the discharge of non-complying wastewater which has been verified by the MHMUA as having been discharged or generated by the applicant.

10.3. The MHMUA is indemnified for that portion of any and all monetary penalties assessed by NJDEP or USEPA against the MHMUA from the date that this Agreement is executed which directly results from any breach by the Applicant of this Agreement.

#### 11. Severability, Modification and Termination

11.1. The provisions of this Agreement are severable, and if any provision of this Agreement or the application of any provision of this Agreement to any circumstance is held invalid, the application of such provision to other circumstances and the remainder of this Agreement shall not be affected thereby.

11.2. This Agreement may be modified by MHMUA in accordance with Sections 105 *et seq.*, 501.5 and 550.1 of MHMUA's Rules and Regulations due to changes in applicable statutes, regulations, categorical pretreatment limits, local limits, operations of the Applicant or other such changes that may affect the operations or regulatory compliance status of the MHMUA.

11.3. The covenants and conditions contained herein, and the Rules and Regulations of the MHMUA and General Conditions of all NJPDES Discharge Permits which have been incorporated by reference, embody the entire Agreement between the parties and no other agreements exist, except as to any other written agreements between the parties

11.4. This Agreement shall be effective 8/8/2015 through 8/7/2020, except that MHMUA may immediately suspend or revoke this Agreement in accordance with Sections 1101.3 or 1101.6 of the MHMUA's Rules & Regulations. Application to continue discharge shall be made no later than 2/8/2020.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officer.

WASTE MANAGEMENT OF NEW JERSEY, INC

By: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESS/ ATTEST:

\_\_\_\_\_

MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

By: \_\_\_\_\_

Chairman

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Brandy Boyington, Secretary

Volatile Organics

Benzene  
Bromoform  
Bromodichloromethane  
Bromomethane  
(Methyl Bromide)  
Carbon tetrachloride  
Chlorobenzene  
Chloroethane  
2-Chloroethylvinyl ether  
Chloroform  
Chloromethane  
(Methyl Chloride)  
Dibromochloromethane  
1,2-Dichlorobenzene  
1,3-Dichlorobenzene  
1,4-Dichlorobenzene  
Dichlorodifluoromethane  
1,1-Dichloroethane  
1,2-Dichloroethane  
1,1-Dichloroethene  
trans-1,2-Dichloroethene  
1,2-Dichloropropane  
cis-1,3-Dichloropropene  
trans-1,2-Dichloropropene  
Ethylbenzene  
Methylene Chloride  
Methyl-tert-butyl-ether (MTBE)  
1,1,2,2-Tetrachloroethane  
Tetrachloroethene  
Toluene  
1,1,1-Trichloroethane  
1,1,2-Trichloroethane  
Trichloroethene  
Trichlorofluoromethane  
Vinyl Chloride

Semi-volatiles - Acid Extractables

2-Chlorophenol  
2,4-Dichlorophenol  
2,4-Dimethylphenol  
4,6-Dinitro-o-cresol  
2,4-Dinitrophenol  
2-Nitrophenol  
4-Nitrophenol  
p-Chloro-m-cresol  
Pentachlorophenol  
Phenol  
2,4,6-Trichlorophenol

Exhibit A  
Semi-Volatiles Base-Neutral  
Extractables

Acenaphthene  
Acenaphthylene  
Anthracene  
Benzidine  
Benzo(a)anthracene  
Benzo(a)pyrene  
3,4-Benzofluoranthene  
Benzo(k)fluoranthene  
Benzo(g,h,i)perylene  
bis(2-Chloroethoxy)methane  
bis(2-Chloroethyl)ether  
Diethyl phthalate  
Dimethyl phthalate  
Di-n-butyl phthalate  
2,4-Dinitrotoluene  
2,6-Dinitrotoluene  
Di-n-octyl phthalate  
1,2-Diphenylhydrazine  
Fluoranthene  
Fluorene  
Hexachlorobenzene  
Hexachlorobutadiene  
bis(2-Chloroisopropyl)ether  
bis(2-Ethylhexyl)phthalate  
4-Bromophenyl phenyl ether  
Butyl benzyl phthalate  
2-Chloronaphthalene  
4-Chlorophenyl phenyl ether  
Chrysene  
Dibenzo(a,h)anthracene  
3,3-Dichlorobenzidine  
Hexachlorocyclopentadiene  
Hexachloroethane  
Indeno(1,2,3-c,d)pyrene  
Isophorone  
Naphthalene  
Nitrobenzene  
N-Nitrosodimethylamine  
N-Nitrosodi-n-propylamine  
N-Nitrosodiphenylamine  
Phenanthrene  
Pyrene  
1,2,4-Trichlorobenzene  
2,3,7,8-Tetrachlorodibenzo-p-dioxin

Pesticides

Aldrin  
alpha-BHC  
beta-BHC0  
gamma-BHC (Lindane)  
delta-BHC  
Chlordane  
4,4'-DDT  
4,4'-DDE  
4,4'-DDD  
Dieldrin  
alpha-Endosulfan  
beta-Endosulfan  
Endosulfan sulfate  
Endrin  
Endrin aldehyde  
Heptachlor  
Heptachlor Epoxide  
PCB-1242  
PCB-1254  
PCB-1221  
PCB-1232  
PCB-1248  
PCB-1260  
PCB-1016  
Toxaphene

Total Toxic Organics is a scan consisting of three (3) fractions. To calculate concentrations for Total Toxic Organics, refer to NJDEP's "Discharge Monitoring Report (DMR) Industrial Manual", December 1993

State of New Jersey  
County of Burlington

} SS.

MT HOLLY MUA  
PO BOX 486  
MT HOLLY, NJ 08060

Ad Content Proof

**NOTICE OF HEARING  
MOUNT HOLLY MUNICIPAL  
UTILITIES AUTHORITY**

Notice is hereby given that the Mount Holly Municipal Utilities Authority (MHMUA) will hold a public hearing at 6:00 p.m. on July 9, 2015 in the administrative offices of the MHMUA, 37 Washington Street, for the purposes of approving a renewal Industrial Waste Service Agreement for the treatment of non-domestic wastewater from Landfill & Development Co., Inc.

The agreement prepared by MHMUA is based on the administrative records which are on file at the offices of the MHMUA located at 37 Washington Street, Township of Mount Holly, County of Burlington, New Jersey. They are available for inspection by appointment, between 8:30 a.m. and 4:30 p.m., Monday through Friday. Appointments for inspection may be scheduled by calling (609) 267-0015.

Interested persons may submit written comments on the proposed agreement to the Executive Director at the address cited above. All comments shall be received by July 7, 2015. All persons, including owners or operators, who believe that any condition set forth in the agreement is inappropriate, must raise all reasonably ascertainable issues and submit in writing to the Authority all reasonably available arguments and factual grounds supporting their position, including all supporting material, by the close of the public comment period.

Persons desiring to give oral comments and/or testimony before the Authority on July 9, 2015, shall provide notice of same to the Executive Director no later than July 9, 2015.

Additional information concerning the Industrial Waste Service Agreements may be obtained between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday from David Reich of the MHMUA at (609) 267-1110.

PN1501 By order of:  
Robert Maybury  
Executive Director  
Mount Holly Municipal  
Utilities Authority

Notice Date: June 3, 2015

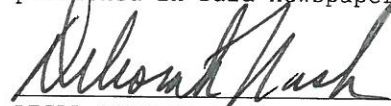
Adv. Fee: \$44.62  
BCT: June 3, 2015  
Aff. Chg: \$20.00

2-095312000  
0006812550-01

Deborah Nash being duly sworn or affirmed according to law, deposes and says that she is the Legal Billing Coordinator of the BURLINGTON TIMES, INC. Publisher of the "Burlington County Times" and that a copy of a notice published in such paper on

June 03, 2015

appears hereto, exactly as published in said newspaper



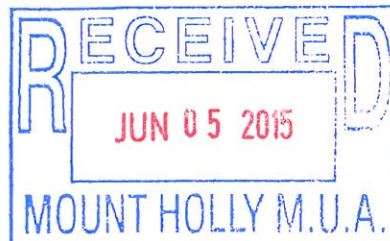
LEGAL BILLING CO-ORDINATOR

Sworn and subscribed to before me this 3rd day of June 2015 A.D.

Affirmed and subscribed to me before me this 3rd day of June 2015 A.D.



P. Vigneau  
My Commission expires on  
November 17, 2018



AFFIDAVIT OF PUBLICATION

Publisher's Fee \$37.80 Affidavit \$30.00

State of New Jersey } SS.  
Camden County

Personally appeared *Sandy Korman*

Of the **Courier-Post**, a newspaper printed in Cherry Hill, New Jersey and published in Cherry Hill, in said County and State, and of general circulation in said county, who being duly sworn, depose and saith that the advertisement of which the annexed is a true copy, has been published in the said newspaper 1 times, once in each issue as follows:

06/03/15 A.D 2015

*Maria D. Martinez*

*Sandy Korman*  
Sworn and subscribed before me, this 3 day of June, 2015

Ad Number: 0000494514

MARIA D. MARTINEZ  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 5/22/2017



PUBLIC NOTICE

Notice is hereby given that the Mount Holly Municipal Utilities Authority (MHMUA) will hold a public hearing at 6:00 p.m. on July 9, 2015 in the administrative offices of the MHMUA, 37 Washington Street, for the purposes of approving a renewal Industrial Waste Service Agreement for the treatment of non-domestic wastewater from Landfill & Development Co., Inc.

The agreement prepared by MHMUA is based on the administrative records which are on file at the offices of the MHMUA located at 37 Washington Street, Township of Mount Holly, County of Burlington, New Jersey. They are available for inspection by appointment, between 8:30 a.m. and 4:30 p.m., Monday through Friday. Appointments for inspection may be scheduled by calling (609) 267-0015.

Interested persons may submit written comments on the proposed agreement to the Executive Director at the address cited above. All comments shall be received by July 7, 2015. All persons, including owners or operators, who believe that any condition set forth in the agreement is inappropriate, must raise all reasonably ascertainable issues and submit in writing to the Authority all reasonably available arguments and factual grounds supporting their position, including all supporting material, by the close of the public comment period.

Persons desiring to give oral comments and/or testimony before the Authority on July 9, 2015, shall provide notice of same to the Executive Director no later than July 9, 2015.

Additional information concerning the Industrial Waste Service Agreements may be obtained between the hours of 8:00 a.m. and 4:00 p.m., Monday through Friday from David Reich of the MHMUA at (609) 267-1110.

PN1501 By order of:

Robert Maybury  
Executive Director  
Mount Holly Municipal Utilities Authority  
Notice Date: June 3, 2015  
(\$37.80)



**RESOLUTION 2015-56A**

**A RESOLUTION APPROVING SEWER REFUNDS**

BE IT RESOLVED by the Mount Holly Municipal Utilities Authority that the following Sewer Refunds for the month of July are hereby approved.

<u>ACCOUNT NUMBER</u>	<u>ADDRESS</u>	<u>NAME</u>	<u>AMOUNT</u>
300293.46	105 Weatherhill Court	Lorraine Amato	\$ 105.94
303912.20	9 Tyler Place	Stephen & Sianho Hsia	\$ 152.76
405332	208 Spout Spring Avenue	Kenneth Davis	\$ 11.02
450423.69	20 Caraway Court	Rich & Jennifer Price	\$ 271.70
510336	14 Lawrence Lane	Mark & Debbie Ginn	\$ 46.19
<b>TOTAL REFUNDS</b>			<b><u>\$ 587.61</u></b>

**CERTIFICATION**

STATE OF NEW JERSEY     }

:ss

COUNTY OF BURLINGTON }

I, Brandy C. Boyington, Secretary of the Mount Holly Municipal Utilities Authority do hereby certify the foregoing to be a true copy of a resolution adopted by the Mount Holly Municipal Utilities Authority at a regular meeting, held on the 9<sup>th</sup> day of July, 2015.

IN WITNESS WHEREOF, I have here unto set my hand affixed of the seal of said MUA this July 9, 2015.

\_\_\_\_\_  
Brandy C. Boyington, Secretary

**RESOLUTION 2015-57**  
**A RESOLUTION APPROVING EXPENDITURES**  
**FROM THE ESCROW FUND**

NOW, THEREFORE, BE IT RESOLVED by the Mount Holly Municipal Utilities Authority that the following expenditures are hereby approved:

**ACCOUNT #   INV #   AMOUNT            PURPOSE**

**Richard A. Alaimo Associates Engineering Services Ending 04-30-15:**

M-031-190-000	083886	\$ 1,190.00	Laurel Creek Mews
M-031-208-004	083891	\$ 443.75	Parkers Mill Blvd-East
M-031-207-000	083887	\$ 518.10	Navy Combat Systems Bldg.
M-031-209-000	083893	\$ 917.98	Washington Street Development
M-031-208-005	083892	\$ 321.25	Wallace Road
M-031-210-000	083894	\$ 1,365.20	Eastampton Village II

**SUB TOTAL                                    \$ 4756.28**

**GRAND TOTAL                                \$ 4756.28**

CERTIFICATION

STATE OF NEW JERSEY            }

ss:

COUNTY OF BURLINGTON        }

I, Brandy C. Boyington, Secretary of the Mount Holly Municipal Utilities Authority, do hereby certify the foregoing to be a true copy of a resolution adopted by the Mount Holly Municipal Utilities Authority at a regular meeting held on the 9<sup>th</sup> day of July, 2015.

\_\_\_\_\_  
Brandy C. Boyington, Secretary

TO BE REJECTED UPON

**RESOLUTION 2015-58**

**A RESOLUTION APPROVING THE EXPENDITURES  
FROM THE IMPROVEMENT/REPLACEMENT FUND**

BE IT RESOLVED by the Mount Holly Municipal Utilities Authority that the following expenditures from the Improvement/Replacement Fund Project Fund are hereby approved:

Improvements -	\$	297.00
Replacement -	\$	_____
<b>TOTAL</b>	<b>\$</b>	<b>297.00</b>

**CERTIFICATION**

STATE OF NEW JERSEY }

:SS

COUNTY OF BURLINGTON }

I, Brandy C. Boyington, Secretary of the Mount Holly Municipal Utilities Authority do hereby certify the foregoing to be a true copy of the Resolution adopted by the Mount Holly Municipal Utilities Authority at a regular meeting thereof, held on the 0<sup>th</sup> day of July, 2015.

\_\_\_\_\_  
Brandy C. Boyington, Secretary

**TO BE ACTED UPON**

**REQUISITION FOR PAYMENT OR REIMBURSEMENT  
FROM RENEWAL AND REPLACEMENT FUND**

**REQUISITION NO. 2015-58**

**DATE: July 9, 2015**

**To: TD BANK, NATIONAL ASSOCIATION, TRUSTEE**

Pursuant to a Resolution of The Mount Holly Municipal Utilities Authority (the "Authority") adopted June 5, 1986 entitled: "Resolution Authorizing Sewer Bonds", as amended and supplemented (the "Resolution"), the undersigned, an authorized officer of the Authority, hereby authorizes and directs the Trustee to make disbursements of the funds from the Renewal and Replacement Fund established pursuant to Section 4.11 of the Resolution (with all capitalized terms used herein having the meaning given such terms in the Resolution), as follows:

<b>PAYEE</b>	<b>AMOUNT TO BE PAID</b>	<b>PURPOSE OF DISBURSEMENT</b>
<b>Pitney Bowes</b>	<b>\$ 297.00</b>	<b>Postage Machine</b>

So that we may effect payment to the Payee(s) listed above, funds to cover payment to the above named Payees should be wired by the Trustee to the Authority's Operating Account #9500087607 at Beneficial Bank.

Dated:

By: \_\_\_\_\_  
Authorized Officer

File: Imp Rep Requisition.doc

**RESOLUTION 2015-59**

**RESOLUTION OF THE MOUNT HOLLY MUNICIPAL  
UTILITIES AUTHORITY APPROVING  
DEVELOPERS SANITARY SEWER OFF-TRACT  
IMPROVEMENT AND RECAPTURE AGREEMENT**

**WHEREAS**, Deerwood Country Club, L.P. (“Developer”) is the owner of real property in the Township of Westampton, County of Burlington, State of New Jersey, (the “Property”);

**WHEREAS**, the Developer intends to construct and extend a small diameter sanitary sewer force main to be used as part of a sewer system in Kings Road (“Sewer Utilities”); and

**WHEREAS**, the Developer realizes, understands and agrees that it is responsible for advancing the costs of constructing and extending the Sewer Utilities that are required to service the Property; and

**WHEREAS**, the Mount Holly Municipal Utilities Authority (“Authority”) acknowledges that benefits may also accrue to others by virtue of the construction and installation of the Sewer Utilities; and

**WHEREAS**, it is intended that the Authority will own and perpetually maintain and replace the Sewer Utilities, upon dedication of the Sewer Utilities by Developer and acceptance by the Authority; and

**WHEREAS**, the construction of Sewer Utilities will enable certain other property owners in the area (“Additional Users”) in their sole discretion to connect to the Sewer Utilities; and

**WHEREAS**, Authority rules and regulations allow for the reimbursement by Additional Users who connect into the Sewer Utilities of their pro rata share of the costs of construction whereby the reimbursed amounts can be rebated to the Developer, as appropriate reimbursement

for the expenses incurred in benefiting the Additional Users by the construction of the Sewer Utilities.

**NOW, THEREFORE, BE IT RESOLVED** by the Mount Holly Municipal Utilities Authority as follows:

1. The foregoing recitals are incorporated herein:
2. The Developer Sanitary Sewer Off-Tract Improvement and Recapture Agreement, attached hereto and incorporated herein by reference is hereby approved.
3. The Chairman is authorized to execute the Agreement on behalf of the Authority.

Motion:

Second:

Record Vote

AYE

NO

ABSTAIN

ABSENT

Chairman Thiessen  
 Commissioner Silcox  
 Commissioner Jones  
 Commissioner Brown  
 Commissioner Banks

The foregoing is a true copy of a Resolution adopted by the Mount Holly Municipal Utilities Authority on July 9, 2015.

[SEAL]

THE MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

\_\_\_\_\_  
Brandy C. Boyington, Secretary

BY \_\_\_\_\_  
Jules Thiessen, Chairman



**DEVELOPERS SANITARY SEWER  
OFF-TRACT IMPROVEMENT AND RECAPTURE AGREEMENT**

*THIS AGREEMENT* is made this 9th day July, 2015, by and between the **Mount Holly Municipal Utilities Authority**, having offices at 37 Washington Street, Mount Holly, New Jersey 08060, a public body created pursuant to N.J.S.A. 40:14B-1 et seq. (“**MHMUA**”) and **Deerwood Country Club, L.P.**, having an address of P.O. Box 1009, Mount Holly, New Jersey 08060, a New Jersey limited partnership (“**Developer**”).

**WHEREAS**, **Developer** is the owner of real property in the Township of Westampton, County of Burlington, State of New Jersey, consisting of two (2) residential building lots located on or abutting Kings Road (the “**Property**”);

**WHEREAS**, the **Developer**, intends to construct and extend a small diameter sanitary sewer force main to be used as part of a sewer system in Kings Road and related appurtenances (the “**Sewer Utilities**”), and the path of such **Sewer Utilities** are depicted on the sketch plan attached hereto and made a part hereof as Exhibit “A”; and

**WHEREAS**, the **Developer** realizes, understands and agrees that it is responsible for advancing the costs of constructing and extending the **Sewer Utilities** that are required to service the **Property**; and

**WHEREAS**, the **MHMUA** acknowledges that benefits may also accrue to others by virtue of the construction and installation of the **Sewer Utilities**; and

**WHEREAS**, it is intended that the **MHMUA** will own and perpetually maintain and replace the **Sewer Utilities**, and the **MHMUA** agrees to own and perpetually maintain and replace the **Sewer Utilities** upon dedication of the **Sewer Utilities** by **Developer** and acceptance by the **MHMUA**; and

**WHEREAS**, the construction of **Sewer Utilities** will enable certain other property owners in the area (“**Additional Users**”) in their sole discretion to connect to the **Sewer Utilities**; and

**WHEREAS**, **MHMUA** rules and regulations allow for the reimbursement by **Additional Users** who connect into the **Sewer Utilities** of their pro rata share of the costs of construction whereby the reimbursed amounts can be rebated to the **Developer**, as appropriate reimbursement for the expenses incurred in benefiting the **Additional Users** by the construction of the **Sewer Utilities**; and

**WHEREAS**, the **Developer** and **MHMUA** acknowledge that this Agreement is limited to the **Sewer Utilities** affecting the Property and that any further construction of a sewer line in Kings Road will be the subject of a new agreement.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements contained herein, it is agreed by the **MHMUA** and the **Developer** as follows:

1. The foregoing recitals are incorporated herein:
2. The **Developer** agrees to design and construct at its sole expense the **Sewer Utilities** as indicated on plans and specifications prepared by Richard A. Alaimo Associates dated \_\_\_\_\_, 2015, specifically listed and identified on “Exhibit B - Plans of \_\_\_\_\_ and specifications for Utilities” attached hereto and made a part hereof, as approved by the **MHMUA** and its consultant (“**Plans**”).
3. The **Developer** agrees to be bound by all applicable rules and regulations of the **MHMUA**, and the statutes and regulations of the State of New Jersey, including all such rules governing the submission of all required applications to, and the receipt of all required approvals from the **MHMUA**, the Township of Westampton, the New Jersey Department of Environmental

Protection (“NJDEP”), and/or any other governmental entity asserting jurisdiction over the construction of said **Sewer Utilities**. The **Sewer Utilities** shall be built in accordance with the rules, regulations and specifications of the **MHMUA** and in accordance with the **Plans** as submitted by the **Developer** and as approved by the **MHMUA** and in accordance with all permits including any NJDEP permits. The **MHMUA** shall inspect all phases of construction of the **Sewer Utilities**. All costs of such inspections shall be borne by the **Developer**.

4. For purposes of this Agreement, **Construction Costs** shall be those actual construction costs which are reasonable and necessary to complete the construction of the **Sewer Utilities** by the **Developer** and shall also include project management review fees, inspection fees, application fees, escrow fees and incidental costs associated with the construction, and all fees incurred by the **MHMUA** in connection with the installation of the **Sewer Utilities**. The estimated **Construction Costs** are attached hereto as Exhibit “C”.

5. Once the **Sewer Utilities** are constructed and installed and the performance bond is released, the **Developer** shall provide a certification to the **MHMUA** and its consultants of the **Construction Costs**. The **MHMUA** consultants shall review the certification of **Construction Costs** and shall promptly either accept them, reject them or conditionally accept them. In the review of costs, the **MHMUA** consultants shall have the right to review copies of invoices from the **Developer** sufficient to substantiate the certification. The **Developer** shall provide such invoices within thirty (30) days of the **MHMUA** consultants’ written request. Upon receipt and review of information and/or invoices requested from the **Developer**, the **MHMUA** consultants shall promptly complete review of the actual costs and issue to the **MHMUA** and the **Developer** a certification of the **Construction Costs**.

6. The **Developer** shall bear its pro rata share of the **Construction Costs** for the **Sewer Utilities**. **Additional Users** benefiting from the excess capacity and extension provided by the **Developer** and the **MHMUA**, shall be responsible for reimbursement of their pro rata share of **Construction Costs** estimated as shown on Exhibit "D". The **Developer** and the **Additional Users** together are 100% users of the **Sewer Utilities**. Each **Additional User** (in the event they decide to connect to the **Sewer Utilities**) shall be responsible for paying its pro rata share of construction costs in the manner consistent with the procedures specified in **MHMUA** rules and regulations, including but not limited to those procedures for sewer generation to be based on New Jersey Department of Environmental Protection regulations, it being understood that such determination is based upon sewer flow per user, divided by total contributory flow of **Developer** plus **Additional Users**. The **MHMUA** shall advise all **Additional Users** at the time of applying for any such permit or authorization for connection of the **Additional User's** pro rata share to be paid. No permits or authorization for connection shall be issued by the **MHMUA**, except to the **Developer** for the **Sewer Utilities** covered by this Agreement, until such **Additional User** or anticipated **Additional Users** has issued to **Developer** or **MHMUA** a certification of its agreement to pay in full, or has paid in full, any pro rata contribution due to the **Developer** and/or to the **MHMUA**, as appropriate, under this Agreement, which payment shall be due at the same time the additional user pays their connection fee charges for service to the **MHMUA**.

7. The parties hereto agree that it is the intention of the Agreement that the **Developer** shall construct and extend the **Sewer Utilities** at its sole cost and expense, subject to recapture and reimbursement as provided herein. **Construction Costs** incurred by the **Developer** that are not recapturable shall be borne by it, and the **MHMUA** shall not be liable for

any such portion of the **Construction Costs** of the **Sewer Utilities**, except as set forth in this Agreement. In addition, all costs involved with enforcement of this Agreement shall be borne by the **Developer**.

8. The **Developer** acknowledges and agrees that since Section 201.4 of the MHMUA regulations state that an owner of property is required to connect to the MHMUA sewer system when a gravity main is in the public right of way, **Additional Users** shall not be required to connect to the **Sewer Utilities**.

9. This Agreement may not be modified orally and may only be modified by subsequent written agreement between the parties, except, as otherwise permitted hereinabove. This Agreement shall not be assignable by the **Developer** without the express written permission of the **MHMUA**.

10. The date of this Agreement shall be the date that this Agreement was approved and authorized by the **MHMUA** by resolution.

11. This Agreement shall be binding on the **Developer** and the **MHMUA** and their respective successors and assigns.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

13. If any provision of this Agreement is deemed invalid, void or illegal, then the provisions so affected shall be deleted from the Agreement. All remaining provisions shall remain in full force and effect.

14. This Agreement shall be binding upon and inure to the parties, their respective legal representative, heirs, executors, administrators, successors and assigns.

15. This Agreement shall apply only to the Property and the **Sewer Utilities** to the Property and any further extension of the sewer line will be subject to a new agreement between the parties hereto.

16. The **MHMUA** and **Developer** agree that each will take any and all actions, including the execution of any documentation which may be necessary to effectuate the intent of the parties as set forth in this Agreement. Both the **MHMUA** and the **Developer** warrant that each has been duly authorized to execute this Agreement as required by law.

17. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof. This Agreement may only be amended in writing and signed by both parties. This Agreement may be executed in multiple copies, and if so executed, each copy of the Agreement shall be deemed an original.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands as of the date and year first written above.

ATTEST: **DEVELOPER:**  
**Deerwood Country Club, L.P.**

\_\_\_\_\_  
Date: \_\_\_\_\_ BY: \_\_\_\_\_  
Richard A. Alaimo, General Partner

ATTEST: **Mount Holly Municipal Utilities Authority**

\_\_\_\_\_  
Brandy C. Boyington, Secretary BY: \_\_\_\_\_  
Jules K. Thiessen, Chairman

Date: \_\_\_\_\_

STATE OF NEW JERSEY )  
 )ss.  
COUNTY OF )

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_ 2015, before me, the subscriber, personally appeared RICHARD A. ALAIMO of Deerwood Country Club, L.P., who I am satisfied is the person who signed the within instrument, and he acknowledged that he is the General Partner of the limited partnership, that he signed, sealed, and delivered the same as such General Partner aforesaid, and that the within instrument is the voluntary act and deed of such limited partnership, made by virtue of such authority in the General Partner.

\_\_\_\_\_  
Notary Public

STATE OF NEW JERSEY )  
 )ss.  
COUNTY OF )

BE IT REMEMBERED, that on this \_\_\_\_ day of \_\_\_\_\_ 2015, before me, the subscriber, personally appeared Jules K. Thiessen, the Chairman of the Mount Holly Municipal Utilities Authority, who I am satisfied is the person who signed the within instrument, and he acknowledged that he signed, sealed with the corporate seal and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such Mount Holly Municipal Utilities Authority, made by virtue of a resolution of the Mount Holly Municipal Utilities Authority.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

**SKETCH PLAN FOR PATH OF SEWER UTILITIES**

**RICHARD A. ALAIMO ASSOCIATES to provide an 8 1/2" x 14" plat of proposed route of force sewer main.**

**TO BE ACTED UPON**



**EXHIBIT "B"**  
**PLANS OF UTILITIES**

**TO BE ACTED UPON**

**EXHIBIT "C"**

**ESTIMATED COST OF SANITARY SEWER CONSTRUCTION**

**RICHARD A. ALAIMO ASSOCIATES to provide "Construction Cost" estimate.**

**TO BE ACTED UPON**

**EXHIBIT "D"**

**ESTIMATED SEWAGE GENERATION AND PRO RATA SHARES**

The estimated pro rata shares to be developed by **RICHARD A. ALAIMO ASSOCIATES.**

**TO BE ACTED UPON**

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY  
RESOLUTION 2015-60**

**RESOLUTION APPROVING THE REVISED JOB DESCRIPTIONS FOR THE POSITIONS  
OF ASSISTANT TO THE EXECUTIVE DIRECTOR, FINANCE ADMINISTRATOR-CFO,  
ASSISTANT TO THE FINANCE ADMINISTRATOR AND THE ORGANIZATIONAL CHART.**

**WHEREAS**, the Mount Holly Municipal Utilities Authority (“Authority”) has recently undertaken the preparation of amendments to various job descriptions, so as to more effectively and efficiently operate the waste water treatment facility; and

**WHEREAS**, it’s necessary for the Authority to approve the amended and new job descriptions in order to incorporate same in the rules, regulations, and operating procedures of the Authority; and

**WHEREAS**, Commissioner’s have reviewed said job descriptions and intend to approve same

**NOW, THEREFORE BE IT RESOLVED**, by the Mount Holly Municipal Utilities Authority as follows:

1. The job descriptions attached hereto and made part of this Resolution are hereby approved.
2. Said job descriptions shall become part of the rules and regulations and operating procedures of the Authority.
3. All Resolutions or parts of Resolutions inconsistent with the provisions hereof repealed to the extent of such inconsistency

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY**

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_

ROLL CALL VOTE:

AYES    NAYS    ABSENT    ABSTAIN

Chairman Thiessen  
Commissioner Silcox  
Commissioner Banks  
Commissioner Jones  
Commissioner Brown

This Resolution is hereby certified to be a true copy of the Resolution adopted by the Mount Holly Municipal Utilities Authority at a regular meeting of the Mount Holly Municipal Utilities Authority held on July 9, 2015.

Mount Holly Municipal Utilities Authority

By: \_\_\_\_\_

Jules Thiessen, Chairman

Attest:

\_\_\_\_\_  
Brandy C Boyington, Secretary

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY (“AUTHORITY”)**  
**ASSISTANT TO THE EXECUTIVE DIRECTOR**

**GENERAL REQUIREMENTS:**

The Assistant to the Executive Director reports directly to the Executive Director. Because of the sensitive nature of the information to which the employee has access, the Assistant to the Executive Director shall be considered a “Confidential Authority Employee”

The Assistant to the Executive Director shall:

- Responsible for supervising the day to day functions of the Business Office for the Mt. Holly Municipal Utilities Authority
- Oversee and administer the hiring, discipline and firing processes in accordance with the Employment Practices Liability & Personnel Manual and the Collective Bargaining Agreements as directed by the Executive Director
- Assist with creating, reviewing and maintaining policies and procedures and ensure compliance with Authority Chain of Command by reviewing written complaints, grievances and suggestions for improvement with the Executive Director and Deputy Director for Regulatory Affairs
- Respond to and resolve calls directly when appropriate and refer to Executive Director or other staff members accordingly
- Research and gather information for Executive Director to utilize in answering phone calls, calculating connection fees, etc.
- Maintain administrative files through filing, sorting, and updating information
- Perform periodic status updates on outstanding projects
- Maintain file of Performance and Maintenance Bonds
- Review new Bonds for correct verbiage and amounts
- Provide newspapers and townships with legal notices ; collect and monitor Proof of Publications
- Update and Maintain Connection Fee spreadsheet and files
- Update and Maintain Application Fee spreadsheet and files
- Ensure Affirmative Action compliance by vendors; assist with compliance in contracts
- Maintain a file of Business Registration Certificates for vendors
- Assist with bid openings by copying and disbursing information as directed
- Assist with rate hearings by keeping files, and making copies of, all applicable information for the Executive Director, Transcriber, etc.
- Perform the annual performance assessments for the office staff
- Assist with any duties as requested by the Executive Director
- Perform other duties as assigned\*

**BOARD SECRETARY**

**GENERAL REQUIREMENTS:**

The Board Secretary reports directly to the Board of Commissioners. Because of the sensitive nature Of the information to which the employee has access, the Board Secretary shall be considered a “Confidential Authority Employee.”

The Board Secretary of the Authority shall:

- Collect, copy, organize, and disburse all reports and other information regarding to the

monthly board meeting to the commissioners

- Prepare resolutions using templates in Microsoft word or supply information to Solicitor for preparation of legal resolutions
- Prepare and present a folder of items requiring signatures to the appropriate parties at board meetings (Chairman of the Board, Executive Director, Engineer, etc.)
- Attend monthly Board Meetings; take notes and record contents of meeting
- Prepare monthly Board Meeting Minutes using notes and recording
- Present draft minutes to Executive Director for review and incorporate corrections or changes
- Ensure Minute Books for both regular and executive sessions are printed and signed monthly after board approval
- Ensure all resolutions are signed and received; distribute signed copies to any appropriate parties
- Maintain current list of Commissioners information to include contact information and term dates
- Distribute information to Commissioners between meetings as directed by the Executive Director, and/or other management team members of the Authority
- Coordinate special meetings and committees for Commissioners
- Ensure Board Meeting Minutes and Agendas are posted to the Authority's website in a timely manner
- Provide newspapers and townships with legal notices, collect and monitor proof of publications

\* Examples of additional duties

#### GENERAL REQUIREMENTS:

- Answer phones in order to resolve customer service and/or billing questions
- Process payments received from customers on their accounts
- Assist with second meter program, billing, deposits, etc. on an "as needed" basis
- Prepare tax search information
- Assist with ordering of supplies
- Assist Finance Administrator with Audit as requested

#### QUALIFICATIONS

- Strong administrative and organizational skills
- Strong verbal and written communication skills
- Detail oriented and committed to appropriate and accurate record keeping
- Self-motivated and able to work effectively with little direction or oversight
- Strong computer skills, including Microsoft Office applications. Knowledge of Great Plains software beneficial

#### EXPERIENCE/EDUCATION

- Possession of a high school diploma or equivalent
- Requires 3-5 years' experience in the administrative field

**PHYSICAL DEMANDS:**

- The physical demands described here are representative of those that must be met by the employee to successfully perform the essential functions of this job
- While performing the duties of this job, the employee is frequently required to sit; use hands to finger, handle, or feel objects, tools or controls; reach with hands and arms; and talk or hear. The employee will occasionally be required to stand; walk; and stoop, kneel, crouch or crawl.
- The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus. Must possess hearing in the normal range with or without correction.

**WORK ENVIRONMENT:**

- Normal office environment.

\_\_\_\_\_  
Deputy Director for Regulatory Affairs

\_\_\_\_\_  
Date Adopted

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date Adopted

**Employee acknowledgment:** I have read this Job Description for Assistant to the Executive Director and Board Secretary and have been made aware of the terms and conditions as they relate to this position.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

TO BE REACTED UPON

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY “(AUTHORITY)”**  
**ASSISTANT FINANCE ADMINISTRATOR**

**GENERAL REQUIREMENTS:**

The Assistant Finance Administrator reports directly to the Finance Administrator (CFO). Because of the sensitive nature of the information to which the employee has access, the Assistant Finance Administrator shall be considered a “Confidential Authority Employee”.

The Assistant Finance Administrator for the Authority shall:

- Sort & distribute incoming Accounts Payable correspondence
- Attach the corresponding purchase orders to the incoming invoices and vouchers
- Code such items as invoices, vouchers, expense reports, check requests, with correct account numbers conforming to the standard procedures, to ensure proper entry into the financial system
- Prioritize invoices according to cash discounts potential and payment terms
- Process check requests
- Investigate and resolve problems associated with processing of invoices and purchase orders
- Organize and complete the Monthly Distribution Detail History Report for the Board Meeting
- Prepare Monthly Resolutions for the Board Meeting
- Prepare Operating, Escrow and Sewer Refund batch check runs
- Process remittance information from checks, for invoices provided by vendors
- Process, post and apply monthly Sewer Refunds
- Process and post monthly Escrow transactions
- Prepares and completes monthly end reports
- Reconcile vendor statements, research and correct discrepancies
- Responsible for all vendor correspondence via the telephone or email
- Maintain files and documentation thoroughly and accurately in accordance with the Authority Policy and accepted accounting principles
- Prepare and calculate worksheet for employee's contribution to health insurance
- Assist with other projects as needed
- Responsible for Service Contracts for Office and Plant Office Equipment
- Order office supplies for the Office and Plant
- Interact with vendors regarding specifications for the purchase of office equipment
- Prepare COBRA Billing for Retiree
- Process 1099 information and tax forms
- Process Petty Cash receipts and disbursements
- Maintain Fixed Asset analysis and recording into system
- Review Weekly Payroll (Direct Deposit, Taxes, Transfers, Monthly & Quarterly Reports)
- Assist customers with billing inquiries and payments
- Review New Jersey Local Public Contracts Law
- Review New Jersey Local Finance Notices
- Assist with preparation of Annual Budget
- Assist with preparation of Long-Term Capital Improvements/Replacement
- Calculate and prepare Yearly Plant Inventory Worksheet
- Reconcile Year End Outstanding Purchase Order Report to Accounts Payable G/L Account
- Enter Fixed Assets into Creative Solutions Depreciation Program
- Assist with yearly evaluations of office personnel
- Assist Finance Administrator (CFO) when needed
- Perform other duties as assigned.

**QUALIFICATIONS**



- Strong knowledge of municipal financial management including accounting, payroll and billing practices and financial record keeping
- 5-7 years Accounts Payable Experience
- Strong written and verbal communication skills
- Strong administrative and organizational skills
- Thorough knowledge of applicable Accounts Payable, General Ledger Systems and procedures, financial chart of accounts and Authority procedures
- Self-motivated and able to work effectively with little direction or oversight.
- Proficient in Microsoft Office applications and Great Plains Accounting Software
- Detailed oriented and committed to appropriate and accurate record keeping
- Ability to carry out assigned projects to their completion
- Ability to maintain confidentiality and discretion

**EXPERIENCE/EDUCATION**

- Possession of a Bachelor's Degree in accounting, finance or related field
- Requires at least 5 years' experience in accounting or finance within the public or private sector

**PHYSICAL DEMANDS:**

- The physical demands described here are representative of those that must be met by the employee to successfully perform the essential functions of this job
- While performing the duties of this job, the employee is frequently required to sit; use hands to finger, handle, or feel objects, tools or controls; reach with hands and arms; and talk or hear. The employee will occasionally be required to stand; walk; and stoop, kneel, crouch or crawl. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus. Must possess hearing in the normal range with or without correction.

**WORK ENVIRONMENT:**

- Normal office environment

\_\_\_\_\_  
Finance Administrator (PFO)

\_\_\_\_\_  
Date Adopted

\_\_\_\_\_  
Deputy Director for Regulatory Affairs

\_\_\_\_\_  
Date Adopted

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date Adopted

**Employee acknowledgment:** I have read this Job Description for Assistant Finance Administrator and have been made aware of the terms and conditions as they relate to this position.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY (“AUTHORITY”)  
FINANCE ADMINISTRATOR (CFO)**

**GENERAL REQUIREMENTS:**

The Finance Administrator is responsible to report to the Executive Director for the Authority.

**THE FINANCE ADMINISTRATOR (CFO) SHALL:**

- Cooperate with Authority Management to achieve goals as set forth in the Authority’s mission statement or as established by the Executive Director or his designee;
- Maintains and oversees all accounting functions within the Business Office;
- Maintain General Ledger/Budget Reports/Financial Reports; Monthly and Annual journal entries, GAAP basis
- Prepare Weekly and Monthly Flow of Fund Requirements per Bond Resolutions;
- Ensures administration of Payroll (Direct Deposit/ACH Transactions/Taxes/Deductions/PERS);
- Administer Deferred Compensation Plan; Flexible Spending Account Plans;
- Ensures administration of Accounts Payable (proper coding and recording of purchases and disbursements);
- Ensure proper purchasing procedures; Bids/RFP’s/Contracts; Emergency Contracts; Certificate of Availability of Funds;
- Ensures administration of Escrow (Monthly Resolutions, receipts and disbursement of developers escrow);
- Ensures administration of Billing/Accounts Receivable (Monthly billings, daily cash receipts, refunds, adjustments);
- Attend all required meetings concerning the Finance Administrator of the Authority; Monthly Board Meetings;
- Prepare Annual Operating and Capital Budget and manage administratively within the approved budget;
- Maintain Fixed Asset Register; (R&R & Imp/Repurchases & Contributed Capital);
- Assist Auditor with Annual Audit; (*paperless*); Management Discussion and Analysis;
- Performs transfers for Customer Payments & ACH transactions; Check scanning; Web Site compliances;
- Ensure and maintain proper recording of Construction in Progress; File reports with NJEIT and state reports; Schedule of contracts;
- Involved with Contract Negotiations (providing cost analysis);
- Communicate effectively with DHS, DEP, NJEIT, FEMA, DCA, MHMUA Trustee, Rating Companies such as Moody’s and S&P;
- Assist Financial Advisor with Offering Statement preparation;
- Prepare detailed rate analysis and testify for rate hearings;
- Management of the Authority’s financial resources; Trustee, Bonding, Refinancing, Investments, NJ Environmental Infrastructure Trust; Prepare Annual Cash Management Plan
- Performs other duties as assigned.

**QUALIFICATIONS:**

- Strong administrative and organizational skills
- Strong verbal and written communication skills
- Detailed oriented and committed to appropriate and accurate record keeping
- Self-motivated and able to work effectively with little direction or oversight
- Strong computer skills, including Microsoft Office applications. Knowledge of Great Plains software, is beneficial
- Ability to maintain confidentiality and discretion

**EXPERIENCE/EDUCATION:**

- Possession of a Bachelor’s degree in accounting, finance or related field
- Chief Municipal Finance Officer License
- RPPS, RPPO, or QPA certification
- Requires a minimum of 5 years’ experience in finance & treasury field

**PHYSICAL DEMANDS:**

- The physical demands described here are representative of those that must be met by the employee to successfully perform the essential functions of this job
- While performing the duties of this job, the employee is frequently required to sit; use hands to finger, handle, or feel objects, tools or controls; reach with hands and arms; and talk or hear.
- The employee will occasionally be required to stand; walk; and stoop, kneel, crouch or crawl.
- The employee must occasionally lift and/or move up to 25 pounds.
- Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.
- Must possess hearing in the normal range with or without correction.

**WORK ENVIRONMENT:**

- The work environment characteristics described here are representative of those an employee may encounter while performing the essential function of this job.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

\_\_\_\_\_  
Deputy Director for Regulatory Affairs

\_\_\_\_\_  
Date Adopted

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date Adopted

**Employee acknowledgment:** I have read this Job Description for Finance Administrator (CFO) and have been made aware of the terms and conditions as they relate to this position.

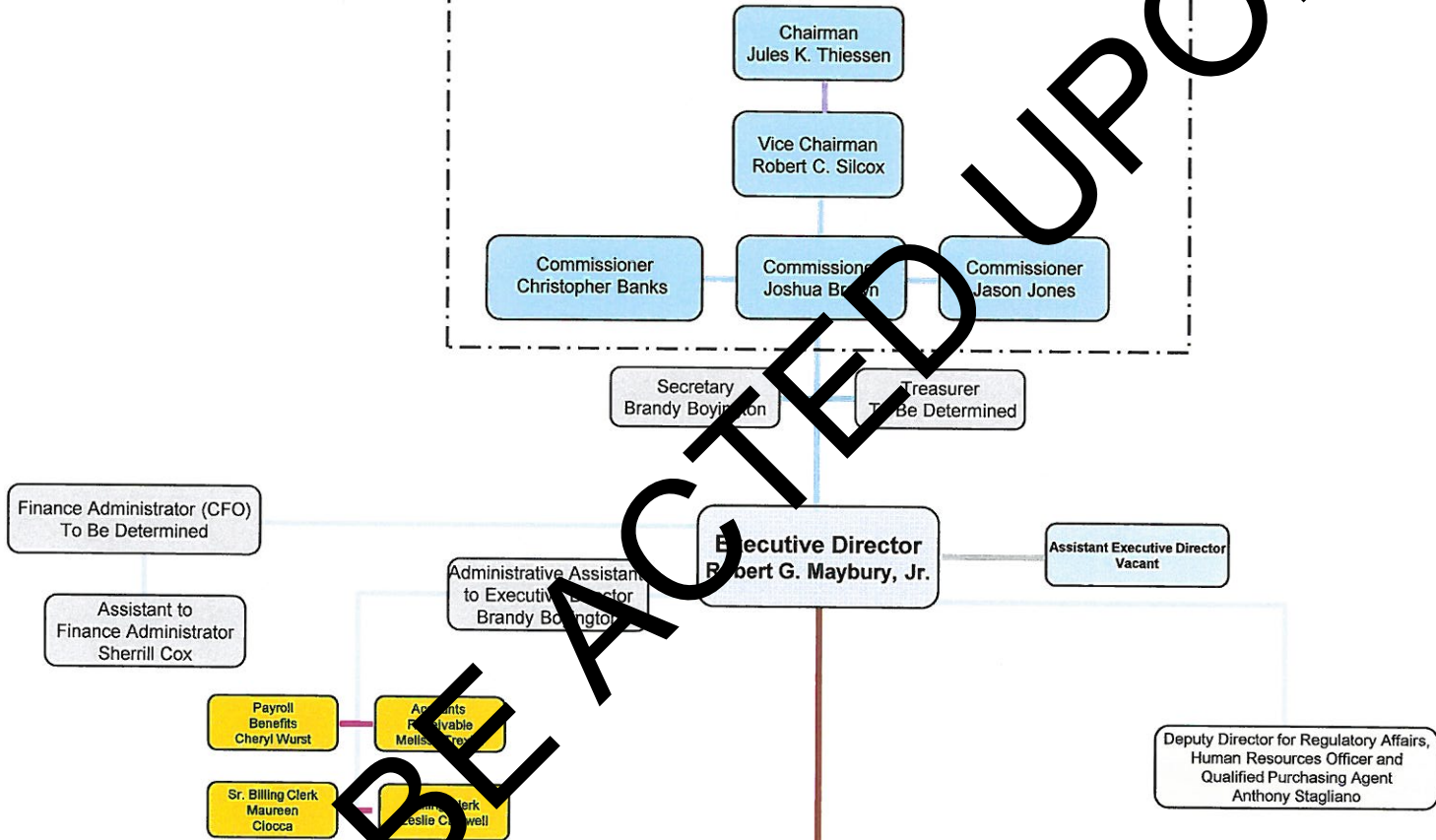
\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

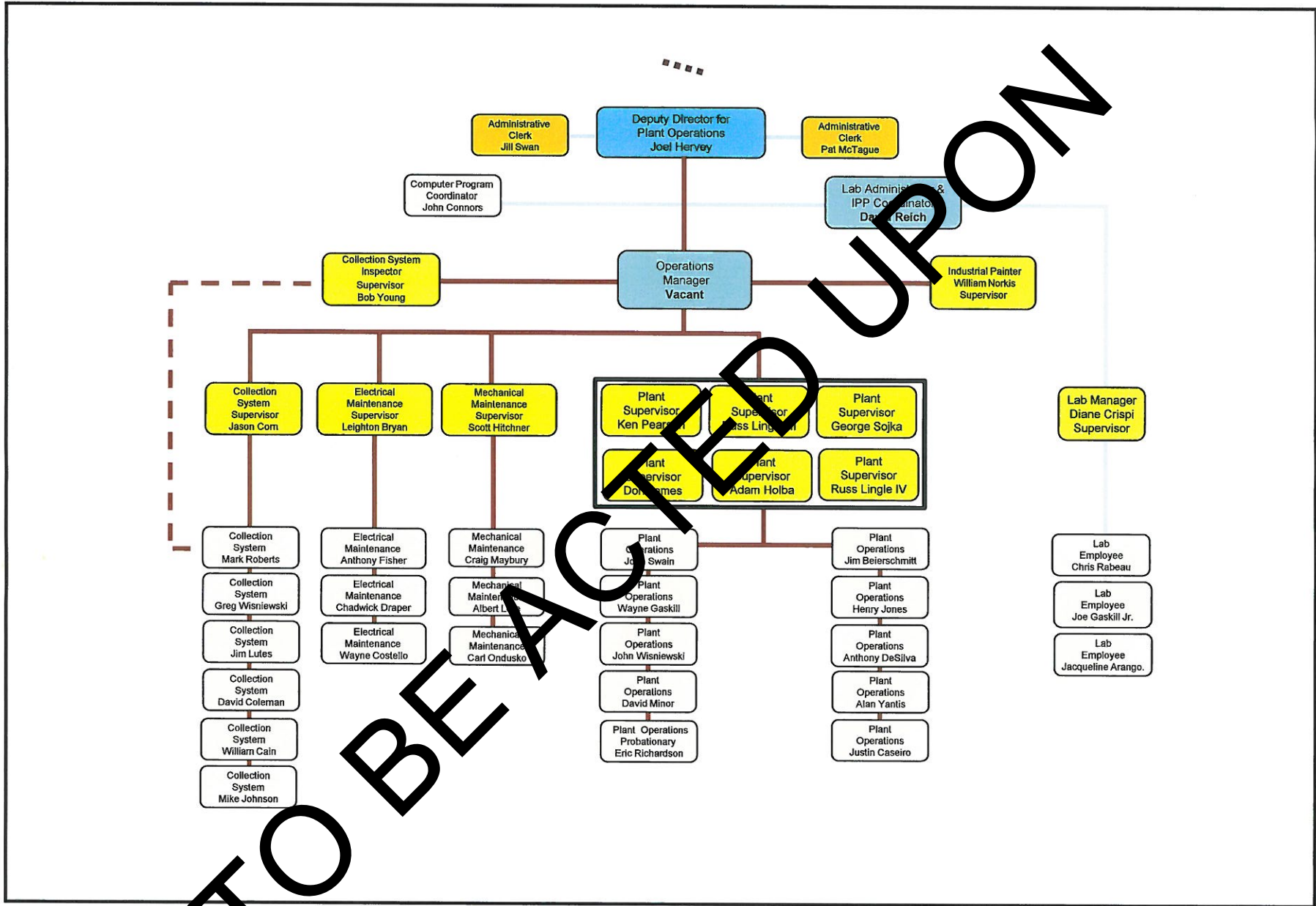
TO BE ACTED UPON

# MHMUA ORGANIZATIONAL CHART

## BOARD OF COMMISSIONERS



Continued on page two



Plant Organizational Chart approved: Resolution 2015-60

Updated 06/16/2015

Mount Holly Municipal Utilities Authority  
Regular Meeting of the Board of Commissioners  
July 09, 2015

Executive Director's Report

- Hainesport Sewer Project: An updated list of the Hainesport Township Homes that have not connected to the MUA Sanitary Sewer System was sent to Mr. Selb on May 19, 2015. No change in status for the July 09, 2015 meeting.
- New Jersey State Division of Purchase & Property Audit: A Contract Compliance Audit was performed on June 16, 2015 for all Requests for Proposals (RFP's) and Bid Contracts of the MUA for calendar year 2013 through current 2015. The purpose of the audit was to verify the MUA is following the New Jersey Purchasing Law related Equal Employment Opportunity (EEO) and Affirmative Action (AA). A satisfactory letter confirming the MUA is in compliance with the law was received from Assistant Director Amy F. Davis, Esq. on July 01, 2015.
- Rancocas Road Air Permit status update: The final permit revision was received from ERM Environmental Consulting on June 19, 2015. The revision allows the units to be shut down periodically for required maintenance and no other permit changes were made. This project is complete.
- Force Main Valve Insertion Project - Contract No. 2015-12: Bid specifications have been advertised and the bid opening is scheduled for July 23, 2015 at 11:00 am.
- Rancocas Road Belt Filter Press Installation: Proposals for engineering services to install the new belt press (Contract No. 2014-14) are currently under review. Resolution # 2015-53 is on the July 09 agenda for approval consideration.
- PSE&G ground water project: A meeting was held between PSE&G, Clean Harbors and the MUA staff on June 17, 2015. PSE&G has requested to discharge groundwater to the MUA for a 2-3 month period from their relay station located on Rancocas Road. An S1NR Application is on the July 09 agenda for approval consideration.
- Meeting with Burlington County to update the sewer service area data: A meeting was scheduled with Gina Berg of Burlington County on Wednesday July 08, 2015 for the purpose of updating the Mount Holly MUA Wastewater Management Plan (WWMP).
- An S-1 Application was received for Wellington Farms: On July 02, the MUA received the application for a 211 acre project located behind the Lumberton Wal-Mart. The proposal is significant and includes 275 dwellings and one 188,509 sq. ft. commercial building. Part of the proposed development (57 multi-family homes) is currently not in the sewer service area.
- Meeting with Dave Skibicki of Alaimo Associates: A meeting was held with Mr. Skibicki of Alaimo Associates on Wednesday July 01, 2015. The status of several projects and escrow accounts were discussed.
- 37 Washington Street Status: Steve Mushinski reviewed the building deed files on June 29, 2015 to investigate the existence of any US Post Office Mail Box ingress and egress easements.

- Fuel Agreement with Burlington County: There is ongoing investigation into the best alternative. The County is planning a meeting in the future for fueling options that may help define the needs of the MUA. No change in status for July 09, 2015.
- Pump Station 203/213 (Garden Street): Decommissioning and removal of Pump Station 203 located in Mt. Holly at the intersection of Clover and Garden Street. Alaimo Associates sent a letter to NJDEP requesting a determination as to whether or not a TWA permit is necessary for the Authority to decommission pump station 203. The Authority has yet to receive a response from NJDEP. No change in status for July 09, 2015.
- MHMUA Draft Revised Rules & Regulations: The Authority's revised Rules & Regulations are in draft status. Upon final review by MHMUA staff and MHMUA professionals, the Rules & Regulations will be presented to the Board of Commissioners for approval. The anticipated submission date to the Board for review is early fall 2015.



## DEPUTY DIRECTOR FOR PLANT OPERATION'S REPORT

FOR

July 9, 2015

---

### PLANT OPERATIONS

1. The **MONTHLY DISCHARGE MONITORING REPORT** summary for June, 2015 is included and indicates **no violations** for the period.
  - a. We have received the permit modification for the Rancocas Road odor control systems. Authority personnel are in the process of implementing the changes to ensure compliance.
2. The **YEAR TO DATE CONSUMABLES USAGE REPORT** for June, 2015 is attached.
3. The **SLUDGE QUALITY** data summaries through June, 2015 are attached.
  - a. The sludge data shows no significant changes in sludge characteristics.
4. The **COLLECTION SYSTEM OPERATIONS** report for June, 2015 is attached.
  - a. Normal seasonal main cleaning activities are taking place.
5. There were **NO ODOR COMPLAINTS** received during the period covered by this report.
6. The **YEAR TO DATE INDUSTRIAL PRETREATMENT ACTIVITIES REPORT** summary for June, 2015 is attached.

Respectfully submitted,

Joel L. Hervey  
Deputy Director for Plant Operations



## MONTHLY AVERAGE VALUES

PARAMETER	10/14	11/14	12/14	01/15	02/15	03/15	04/15	05/15	06/15	07/15	08/15	09/15	YEARLY AVERAGE		Limits
													This Reporting Period	Last Reporting Period	
POTW Flow	3.01	3	3.2	3.14	2.96	3.655	2.991	3.06	3					3.148	5
CBOD5(influent)	240	240	224	250	208	217	287	220	206					287.0	n/a
CBOD5(effluent)	< 2	< 2	< 2	3.8	4.03	3	< 2	< 2	< 2					2.9	15
COD(influent)	770	781	781	753	745	649	835	872	631					897.5	n/a
COD(effluent)	33	34	36	39	48	35	48	38	41					40.2	n/a
TKN(influent)	61.6	66	75.2	59.3	61.6	60.9	66.3	63.9	not yet					70.3	n/a
TKN(effluent)	1.61	1.82	3.4	3.1	2.94	2.18	2.03	2.03	available					2.4	15
TSS(influent)	388	418	382	402	382	378	670	414	496					504.0	n/a
TSS(effluent)	1.5	1.5	1.5	2	3	2	1	1	2					2.2	30
pH(influent-Max)	6.98	7.1	7.07	7	6.99	6.9	6.9	7.1	6.6					8.5	n/a
pH(influent-Min)	6.47	6.33	6.58	6.7	6.72	6.4	6.5	6.3	5.9					6.3	n/a
pH(effluent-Max)	7.05	7.17	7.12	7	7.1	6.9	7	7.1	7					7.5	9
pH(effluent-Min)	6.68	6.71	6.36	6.6	6.4	6.4	6.6	6.7	6.6					6.4	6
Oil & Grease (effluent)	< 2.2	< 2.3	< 2.3	< 2.2	2.9	< 2.2	< 2.2	5.4	< 2.1					<2.4	10
SQAR															
Arsenic	< 10.4	< 10.1	< 10.9	< 9.7	< 11	< 11.8	< 9.8	< 9.7	< 11.1					<11	41
Beryllium	< 5.2	< 5	< 5.5	< 4.9	< 5.5	< 5.9	< 4.9	< 4.8	< 5.6					<5.5	n/a
Cadmium	< 2.6	< 2.5	< 2.7	< 2.4	< 2.8	< 2.9	< 2.5	< 2.4	< 2.8					<2.8	39
Chromium	22	26.2	22.5	20.8	20.6	16.6	19.9	21.2	28					22.93	n/a
Copper	816	820	696	668	640	523	689	756	959					748.0	1500
Lead	35.5	32.4	22.9	19.7	20.9	14.1	19.9	22.8	42.2					26.19	300
Mercury	0.5	0.61	0.42	0.77	0.72	0.39	0.65	0.48	1.3					0.90	17
Molybdenum	< 10.4	< 10.1	< 10.9	< 9.7	< 11	< 11.8	< 9.8	< 9.7	14.2					<11	75
Nickel	22.5	20.6	18.4	18.5	19.1	16.8	20.9	21.9	26.1					19.41	420
Selenium	< 26.1	< 25.2	< 27.3	< 24.3	< 27.6	< 29.4	< 24.6	< 24.2	< 27.8					<27.6	100
Zinc	1650	1660	1350	1210	1110	879	1070	1180	1670					1434.2	2800
Cyanide	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A					<1.6	n/a

Unless otherwise indicated, liquid analysis reported in mg/l, sludge reported in mg/kg (dry weight basis), pH reported in Standard Units

FORM AR-5a

NOTE: Sludge limits do not apply to sludge that is not land-applied.  
Most recent permit violation: 1/97 for Effluent Chlorine Residual

**Annual Consumables Summary- 2015**

Fund Number	Consumable Name	Unit Price	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Actual YTDTOT	Actual YTD AVE	Actual YTD COST	Projected 2015		2015 Budget
																		Quantity	Costs	
020-6042	City H2O (100 gal)	0.5968	870.40	793.47	940.16	849.64	1,001.48	811.40							5266.55	877.76	\$3,143.08	10533.10	\$6,286.15	\$15,000.00
040-6045	Diesel Fuel (gal) Vehicles	2.3427	534.10	916.10	532.60	173.00	477.50	284.10							2,917.40	486.23	\$6,834.59	5,834.80	\$13,669.19	\$36,000.00
020-6044	Diesel Fuel (gal) Gen	2.3427	59.00	82.00	83.00	88.00	62.00	308.00							682.00	113.67	\$1,597.72	1,364.00	\$3,195.44	\$20,000.00
022-6044	Diesel Fuel (gal) Maple Ave	2.3427	44.00	37.00	20.00	36.00	27.00	197.00							361.00	60.17	\$845.71	722.00	\$1,691.43	\$5,000.00
020-6107	Ecogrow Nutrients	5.7500	15.00	15.00	15.00	15.00	15.00	15.00							90.00	15.00	\$517.50	180.00	\$1,035.00	\$2,000.00
020-6041	Electric (100 kwhr)	11.6830	2,772.00	2,716.00	2,576.00	2,128.00	1,998.00	1,904.00							14,094.00	2,349.00	\$164,660.20	28,188.00	\$329,320.40	\$380,000.00
022-6041	Electric (100 kwhr)Maple Ave	4.8110	703.34	981.28	776.53	900.72	734.36	760.99							4,857.22	809.54	\$23,368.09	9,714.44	\$46,736.17	\$200,000.00
020-6102	Hypochlorite (gal)	1.0580	2,854.00	2,643.00	3,080.00	3,403.00	4,208.00	4,875.00							21,063.00	3,510.50	\$22,284.65	42,126.00	\$44,569.31	\$80,000.00
022-6102	Hypochlorite - Maple Ave	1.0580	68.00	78.00	78.00	205.00	419.00	459.00							1,307.00	217.83	\$1,382.81	2,614.00	\$2,765.61	\$10,000.00
020-6105	Lime (lbs)	0.0800	900.00	1,350.00	800.00	950.00	1,600.00	750.00							6,350.00	1,058.33	\$508.00	12,700.00	\$1,016.00	\$1,000.00
020-6104	MgOH (gal)	2.1010	1,636.00	1,540.00	1,912.00	1,595.00	1,127.00	852.00							8,662.00	1,443.67	\$18,198.86	17,324.00	\$36,397.72	\$55,000.00
020-6046	Natural Gas (ccf)	1.1160	769.00	1,020.00	409.00	49.00	5.00	5.00							2,257.00	376.17	\$2,518.81	4,514.00	\$5,037.62	\$7,500.00
022-6045	Natural Gas (ccf) Maple Ave	1.1160	238.209	269.186	688.989	235.004	54.478	8.546							1,494.412	249.069	\$1,667.76	2,988.82	\$3,335.53	\$5,000.00
020-6101	Polymer (lbs)	1.7500	1,670.00	1,710.00	2,020.00	1,906.00	1,770.00	1,740.00							10,816.00	1,802.67	\$18,928.00	21,632.00	\$37,856.00	\$55,000.00
020-6103	Sodium Bisulfite (gal)	2.2580	646.00	715.00	708.00	691.00	691.00	675.00							4,126.00	687.67	\$9,316.51	8,252.00	\$18,633.02	\$25,000.00
040-6045	Unleaded-MUA (gal)**	2.9433	689.70	877.00	722.80	721.60	693.30	732.80							4,437.20	739.53	\$13,060.01	8,874.40	\$26,120.02	\$114,000.00
<b>Subtotal</b>																	<b>\$288,832.31</b>		<b>\$577,664.62</b>	<b>\$1,010,500.00</b>
<b>Collection System Consumables</b>																				
040-6104	Bioxide (gals)	2.6300	2,073.00	2,163.70	2,060.00	2,193.20	1,493.25	1,598.30							11,581.45	1,930.24	\$30,459.21	23,162.90	\$60,918.43	\$60,000.00
040-6044	Diesel Fuel (gal) P/S Gen	3.1590	41.3	34.0	16.9	21.4	11.7	41.3							166.6	27.8	\$526.29	333.2	\$1,052.58	\$500.00
040-6046	Natural Gas (ccf)	1.1160	92.64	124.24	95.30	58.07	53.11	84.79							508.15	84.69	\$567.10	1,016.30	\$1,134.19	\$3,500.00
<b>Subtotal</b>																	<b>31,552.60</b>		<b>63,105.20</b>	<b>64,000.00</b>
<b>Total</b>																	<b>\$320,384.91</b>		<b>\$640,769.82</b>	<b>\$1,074,500.00</b>

Mount Holly Municipal Utilities Authority

Report Date: 07/01/2015

Receipt Summary Report for the Period

6/1/2015 Through 6/30/2015

Page 1

Source Name	Waste Type	Flow, gpd	Total Gallons	Total Tons	No. of Trucks	Average % Solids	Amount Charged
A & L SEPTIC SERVICES	Septage	11924	369,650		67	0.4	\$14,786.00
ARF Rental Services Inc.	Septage	194	6,000		4	1.4	\$240.00
BEMS / BIG HILL LANDFILL	Leachate	1935	59,988		12	0.8	\$2,339.53
BROWN, ALBERT S.	Septage	645	20,000		5	0.7	\$800.00
Burlington County RRF PO# 13-09265	Leachate	20323	630,000		90	0.6	\$11,340.00
Cella's Septic Company	Septage	3900	120,900		27	1.0	\$5,230.80
Cinnaminson GW Contamination Site	Groundwater	665	20,600		5	0.2	\$360.50
DREDGE HARBOR BOAT CENTER LLC	Septage	452	14,000		2	0.1	\$560.00
Deckers Septic	Septage	1065	33,000		10	0.5	\$1,320.00
Dey Farms	Miscellaneous	903	28,000		4	0.1	\$1,400.00
Dolan Septic LLC	Septage	1703	52,800		11	0.6	\$2,112.00
Drayton	Septage	10868	336,900		81	0.6	\$13,768.00
Drayton Transfer Station	Septage	6026	186,800		42	0.8	\$7,868.00
Fieldsboro	Sludge	323	10,000		2	1.3	\$800.00
Homestead Treatment Utilities, Inc.	Sludge	1548	48,000		8	0.9	\$1,968.00
JL Septic of SJ, Inc.	Septage	74	2,300		1	0.3	\$92.00
Laird & Company	Miscellaneous	697	21,601		4	0.4	\$993.65
MT. LAUREL MUA	Sludge	6226	193,000		30	0.7	\$9,205.00
Mansfield Farms	Sludge	2258	70,000		10	1.1	\$2,870.00
Medford Township STP	Sludge	1290	40,000		5	2.0	\$3,200.00
Mercer Group /Horizon Xfer station	Septage	1019	31,600		8	1.1	\$1,394.00
Mercer Group Int. DBA Horizon	Septage	426	13,200		6	1.1	\$528.00
Mobile Estates of Southampton, Inc.	Sludge	323	10,000		2	2.5	\$800.00
Monmouth County Rec. LF	Leachate	11742	364,000		65	0.8	\$6,916.00
Palmyra	Sludge	3565	110,500		17	1.1	\$5,525.00
Puglisi Egg Farms. Inc.	Septage	774	24,000		4	0.6	\$960.00
Russell Reid	Septage	161	5,000		1	0.7	\$200.00
State Environmental Services	Septage	1665	51,600		12	0.7	\$2,064.00
Waste Management/Parklands Landfill	Leachate	1803	55,900		13	0.3	\$1,397.50

Total Gallons	Total Tons	No. of Trucks	Amount Charged
2,929,339	0	548	\$101,037.98

**YEARLY TOTALS OF COLLECTION SYSTEM WORK**

R-23A

**YEAR 2015**

MONTH		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
1)	MISCELLANEOUS BEEPER CALL	8	9	11	4	7	9							48
2)	MISCELLANEOUS CALLS NOT OURS	0	1	2	1	1	4							9
3)	NUMBER OF OVERTIME CALLS	8	7	6	2	4	6							33
4)	ACTUAL OTHER BILLABLE MANHOURS													0
5)	NUMBER OF FEET OF PIPE CLEANED	28,455	6,578	40,280	37,720	47,888	46,827							207,748
6)	MANHOLE OVERFLOW INCIDENTS	2	0	0	0	0	0							2
7)	LATERAL INSPECTIONS	1	5	2	3	23	4							38
8)	MANHOLE INSPECTIONS	22	10	12	4	16	13							77
9)	TOTAL NUMBER OF SERVICE CALLS (STOPPAGE)	11	5	6	2	8	7							39
10)	NUMBER OF SERVICE CALLS NOT OUR PROBLEM	9	5	6	2	8	7							37
11)	NUMBER OF OVERTIME SERVICE	6	0	2	1	5	0							14
12)	NUMBER OF REPEAT SERVICE CALLS **													0
13)	NUMBER OF SECOND WATER METER READINGS	7	3	10	9	47	29							105
14)	NUMBER OF FEET OF PIPE SMOKE TESTED	0	0	0	0	0	0							0
15)	NUMBER OF FEET OF PIPE TELEVISED	0	0	0	0	15	0							15
16)	MARK OUT REQUESTS	182	175	302	397	479	485							2,020

\*\* SAME MAIN IN A 3 MONTH PERIOD

COLLECTION SYSTEM COMMENTS  
JUNE 2015

Pump Station	Date	Electrical Maint Required	Mechanical Maint Required	Pumps Clogging	Generator Problems	Alarm System Problems	Miscellaneous
201	6-30-15			Yes, P-2 and check valve			
204	6-24-15	Received # 8 alarm. Techs replaced dialer battery.					
205	6-1-15	Installed battery voltage monitor on Mission unit.					
208	6-16-15						Replaced broken check valve spring on P-1.
209	6-1-15	Installed battery voltage monitor on Mission unit					
211	6-15-15						Responded to loss of power alarm.
213	6-26-15	Mission M800 unit installed.					
217	6-30-15			P-1 check valve			
222	6-5-15						P-2 re-installed
235	6-30-15						Found P-2 tripped

COLLECTION SYSTEM COMMENTS  
JUNE 2015

Pump Station	Date	Electrical Maint Required	Mechanical Maint Required	Pumps Clogging	Generator Problems	Alarm System Problems	Miscellaneous
241	6-16-15 and 6-30-15						Found p-2 in fault. Reset fault on PLC screen.

**THERE WAS ONE BIOXIDE DELIVERY MADE ON JUNE 19, 2015 .**

<u>PUMP STATIONS</u>	<u>GALLONS</u>
P/S # 15	
P/S # 19	576
P/S # 21	758
P/S # 22	
P/S # 24	
P/S # 25	
P/S # 26	573
C.O.B	

**THERE WAS 1,907 TOTAL GALLONS OF BIOXIDE DELIVERED IN THE MONTH OF JUNE.**

COLLECTION SYSTEM COMMENTS  
JUNE 2015

THERE WERE TWO FUEL ADDITION MADE IN JUNE . ONE ON JUNE 5,  
2015 AND THE OTHER ON JUNE 15, 2015

<u>PUMP STATION</u>	<u>GALLONS</u>	<u>PUMP STATION</u>	<u>GALLONS</u>
P/S # 01		P/S # 21	
P/S # 02		P/S # 22	
P/S # 08	40.6	P/S # 23	32.9
P/S # 10		P/S # 24	
P/S # 11	2.1	E.A.S.	
P/S # 14		H.A.I	
P/S # 15		20 KW	5.0
P/S # 17		100 KW	6.4
P/S # 18		150KW	10.8
P/S # 19			
P/S # 20			

THERE WAS 97.8 GALLONS OF FUEL ADDED IN THE MONTH OF JUNE.

TABLE AR-4  
SUMMARY OF IWPT MONITORING PROGRAM

October 2014 through September 2015

POTW: Mount Holly Municipal Utilities Authority

	CATEGORICAL IUs		NON-SIGNIFICANT CATEGORIAL IUs		SIGNIFICANT/ MAJOR IUs		OTHER REGULATED	
	This Period	Last Period	This Period	Last Period	This Period	Last Period	This Period	Last Period
Number of Industrial Users (IUs) included in POTW Monitoring Program	2	2	0	0	2	2	2	2
Number of IUs added to POTW Monitoring Program	0	0	0	0	0	1	0	0
Number of IUs eliminated from POTW Monitoring Program	0	0	0	0	0	0	0	0
Total number of POTW inspections of IUs.		2		0		2		2
Total number of POTW sampling visits to IUs.	2	3	0	0	10 <sup>1</sup>	13 <sup>1</sup>	2	3
Total number of IUs in IPP not sampled.	0	0	0	0	0	0	0	0
Total number of IUs in IPP not inspected.	0	0	0	0	0	0	0	0

<sup>1</sup> Includes MHMUA monitoring in lieu of self-monitoring for the following facilities: Monmouth County Reclamation Center, Dey Farm

Bulk Waste Monitoring May, 2015

	June	May	October 2014- September 2015	October 2013- September 2014
1. Number of bulk delivery pH, T.S. and sensory checks:	548	529	4,556	6,138
2. Number of bulk delivery SQAR sampling checks:	0	0	0	0
3. Number of bulk delivery conventional pollutant checks:	11	11	79	130
4. Number of bulk septage sources:	15	15	17	20
5. Number of bulk sludge sources:	7	9	15	14

Sampling (June): MONCOU  
Inspections (June): None



# MOUNT HOLLY MUNICIPAL UTILITIES AUTHORITY

## MONTHLY REPORT – Deputy Director for Regulatory Affairs, Human Resources & Qualified Purchasing Agent June 30, 2015

For the Period June 1, 2015 – June 30, 2015

**Regulatory Affairs, Policy and Procedure** - The Authority is currently compliant with Air Permitting and Stormwater requirements. The SPCC compliance issue still remains open as it relates to fuel delivery to Generator “C” at Rancocas Road and the spill containment for the 55-gallon drums of petroleum products in the maintenance shop. We have discussed both topics and the options available to comply with the EPA requirements. The primary concern remains the refueling of Generator “C” and the cost associated to meet the “requirements” of SPCC. As the new generator has been installed with the on-board bladder tank, we can now address the SPCC concerns related to size of refueling vehicle (internal bladder size) and placement of same during the refueling process. As the old break trailer has been removed, there is a potential to create a “containment” area where the refueling vehicle could park during the offloading process. There are factors that have to be considered when looking at that scenario as opposed to providing portable booms that could be laid in place during refueling and removed when completed. We will continue to review the available options and work with the EJIF to find an economical solution to meet TIER 1 planning requirements.

**New Jersey Department of Labor** – The NJDOL performed a regulatory compliance re-inspection on Monday June 29 as a follow-up to their initial inspection on May 13, 2015. The only violation noted during the initial inspection being the replacement of older signs on the confined spaces that are captioned “WARNING.” Changes to the confined space standards require the caption be “DANGER” in red letters. The re-inspection noted the Authority has abated the previous violation notice at the pump stations previously inspected and is replacing signage where needed at the remaining pumps stations and treatment plants to insure compliance.

**New Jersey Utilities Authority JIF** – In July, I will be conducting the third in a series of four quarterly Supervisory programs the JIF requested as part of the 2015 Safety Incentive Program. There has also been a request to provide both first and second topics at another location so that the southern JIF members can readily participate. Deptford MUA has secured the use of the Deptford municipal building for the programs. I will be working with Marlene DiMarco to confirm dates and times. Thus far, 37 of the 72 JIF members have participated in the programs. The Supervisory programs were developed as a way to assist members in addressing the vacancies left by senior employees as a result of the statewide “Retirement Tsunami.” The retirements have created a “knowledge void” as a result of the JIF members not having Succession Plans in place.

I provided three one-hour programs at the first of two JIF Safety Expos on Friday, June 5 at the Middlesex County Fire Academy. Over 140 NJUA members attended the Expo. The second Expos will be held in the fall at the Camden County Fire Academy.

I will be attending the NJUA Claims Panel Discussion meeting on Wednesday July 22<sup>nd</sup> at Toms River MUA.

**Essential Employee Identification Program** – I have still not received final approval from Cynthia Fullerton, Resource Directory Database Deployment and Support Specialist, NJ Office of Emergency Management Support Services Unit or Howard Butt, Program Director regarding the Authority’s submittal to access and update the Essential Employee Identification cards issued by the New Jersey State Police Resource Directory Division. Once I receive the confirmation email, I will be able to access the NJSP database to provide confidential employee information to finalize the card distribution.

**Employment Practices Liability Manual** – I have not yet received any comments or suggestions from the Solicitor’s office regarding the review of the draft EPL documents previously provided. The Solicitor will complete the review of the draft and revisions will be made as needed prior to presentation to the Board.

Truck 4 – There has been an ongoing engine problem with truck 4 (2008 Ford F250 – 53,000 miles) used by the Collection employees. There has been extensive warranty work by Miller Ford to address some ongoing engine problems. There is now a lower knock and other related issues that have resulted in Miller Ford recommending the

engine be replaced. We have had ongoing communications with Miller Ford in an attempt to resolve the issues. Miller Ford has petitioned Ford Motor Company to assist in the repair or replacement of what may be a defective engine. Our position is that repair or replacement of the engine be at limited or no cost to the Authority. This opinion is based on the previous ongoing engine problems, the extensive warranty work performed on an engine with only 53,000 miles and that research identified that Ford discontinued that engine in the middle or end of the model year. Copies of Authority work orders and routine maintenance are being provided to Miller Ford as documentation of our proactive vehicle maintenance program.

**Human Resources Manual** – Pursuant to a recent discussion with the Interim Executive Director, I will proceed with developing a Human Resource manual. Approximately 15 – 20 sections are complete. This will be an intensive process that will take some time to complete.

**Purchase and Finance** – Pat McTague and I have finalized the updates to the manual, including the pictorials and I have made changes to the purchasing flowcharts. Joel has assisted with creating “fillable forms” as part of the manual update. There will be several more he needs to create based on some recent additions to the manual.

**Bid Specifications/Requests for Proposal (RFP) Update:**

- Belt Press – Awarded in January - Tentative delivery should be July 2015. All prep work is complete and a rigger has been secured to place the press when it arrives. We were notified of a shipping delay as a result of a damaged roller that had to be recoated and reattached to the press.
- Plant #3 Roof – Jottan competed the roofing with the exception of the placement of the walking pads that were approved as a change order at the June board meeting. Jottan will be in after the holiday to place the stairway and replace the damaged metal over the ZIMPRO overhead door. Jim Collins (Garland roofing representative) and I will be completing a walkthrough and punch list after the stairs are installed and will review same with Jottan.
- The Franklin Miller Taskmaster Model TW8516 twin shaft grinder with one Franklin Miller model S25060 grinder controller with a submersible explosion-proof motor and gear drive has been ordered for pump station 208.
- Contract 2015-9: Installation of Cured-In-Place Piping and Manhole Rehabilitation for Eayrestown Road Sewer Main will be installed after the holiday
- Line Cleaning – Mobile Dredging will be scheduled to clean the large diameter sewer lines under Rancocas Road in the vicinity of the plant after the holiday. Inspection noted an accumulation of grit and material that could have a negative impact if not removed. A traffic control plan was submitted to the Mount Holly Police Department and was reviewed and approved by Lieutenant Spittler.
- Plant 2 Intermediate Tanks – Developing a Request For Proposal (“RFP”) for the replacement of four plug valves and actuators for the Rancocas Road facility

**NJDEP & Employee Training** – Received confirmation that training contacts hours (TCH) were approved for eight of the Authority’s training programs at 1 credit per training hour. I will be submitting additional programs for TCH credit in the near future. Programs provided to employees thus far include fire safety, welding/cutting/brazing and hot work, personal protective equipment, respiratory protection, confined space entry, fall protection and multi gas meters. Additional training will be provided as the year progresses.

**Permit Required Confined Space Entries – January 1, 2015 thru December 31, 2015**

2015 Confined Space Entry Activity by Department/Location													
Rancocas Road Treatment Plant													
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL
Grit/Screen	1	1	1	0	0	0							3
Trickling Filters	16	10	5	2	5	4							42
Other	0	0	0	0	2	1							3
<b>TOTAL</b>	<b>17</b>	<b>11</b>	<b>6</b>	<b>2</b>	<b>7</b>	<b>5</b>							<b>45</b>
Maple Avenue Treatment Plant													
	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL
<b>TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>							<b>1</b>
Collection System – (To be reported quarterly) ** Air Relief Valves/Contract Stations													
	Jan – Mar			April – June			July – Sept			Oct – Dec			

Pump Stations	79	80	78	53	7	****							297
<b>Combined Totals</b>	<b>96</b>	<b>91</b>	<b>84</b>	<b>56</b>	<b>14</b>								<b>346</b>

**NOTE – Because of work load, the supervisor review of the collection system quarterly reports had not been completed at the time this report was written and will be included in the report for next meeting.**

\*\*\* - Collection System CSE activity was not available at the time of this report. It will be included in next month's report

**Hot Work Permits – (for welding/cutting/brazing/grinding) - January 1, 2015 thru December 31, 2015**

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Plant R & M	0	2	2	0	2	2							8

**Claims/Insurance Activity**

All claims have been investigated with appropriate follow-up and or notifications made when necessary. A workers compensation spreadsheet has been established so that historical data can be reviewed to identify any trending. Identification of claim trends is extremely important to reducing the frequency and severity of claims.

Coverage	Frequency	Type/Status
Automobile Liability	0 - YTD. = 0	Nothing reported for period
General Liability	0 - YTD. = 0	Nothing reported for period
Property/Equipment Loss/Damage	0 - YTD. = 0	Nothing reported for period
Worker Compensation	0 - YTD. = 10	

**Personal Injury Incident Activity - January 1, 2015 through December 31, 2015**

Type of Injury	Frequency	Department	Frequency
Cut/Puncture/Scrape	1	Plant	6
Slip/Trip/Fall	2	Mechanical Maintenance	1
Exposure		Electrical Maintenance	1
Not Work Related		Plant Administration	
Sprain/Strain	1	Collection Operators	2
Animal/Insect/Foliage	1	Office Administration	
Struck by or against	5	Support Services	
Foreign Body in Eye		Laboratory	
Horse Play		Painter	
Burn (Thermal/Chemical)			
Unknown			
Totals	10		10

NOTE: I will not be attending the July Board meeting as I am scheduled to have hand surgery that morning to release tendons in my right hand that are causing my ringer finger to lock in a bent position.