

**RESOLUTION OF THE WASHINGTON TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY TO RESCIND  
RESOLUTION NO. 2025-023 APPROVING THE FORM B-1  
APPLICATION FROM TURNERSVILLE EQUITIES, LLC**

**WHEREAS**, the Washington Township Municipal Utilities Authority, a duly constituted public body in the County of Gloucester, State of New Jersey (hereinafter referred to as “MUA”), had adopted Resolution No. 2025-023 approving the Form B-1 Application from Turnersville Equities, LLC for water and sewer services for mixed use at 3900, 3940, 4020 and 4050 Route (Block 112.01, Lots 12.04, 12, 12.01 & 13, based upon the Engineer’s review letter dated March 27, 2025.

**WHEREAS**, the MUA has reconsidered the approval of Form B-1 from Turnersville Equities, LLC; and

**WHEREAS**, the MUA believes it appropriate and proper to rescind Resolution 2025-023 which approved the Form B-1 from Turnersville Equities, LLC..

**NOW THEREFORE BE IT RESOLVED**, upon proper motion and vote at a public meeting by the Authority in the County of Gloucester, State of New Jersey as follows:


1. The MUA hereby formally rescinds Resolution 2025-023 which approved the Form B-1 Application from Turnersville Equities, LLC for water and sewer services for mixed use at 3900, 3940, 4020 and 4050 Route Block 112.01, Lots 12.04, 12, 12.01 & 13)
2. The Executive Director or Superintendent is authorized to execute any and all necessary documents as necessary in order to implement the intent of this Resolution.
3. The Contract Award is contingent on the Authority’s Chief Financial Officer’s Certification that there exists sufficient appropriated funds for the Contract.

**ADOPTED** by Washington Township Municipal Utilities Authority on April 28, 2025.

**ATTEST:**

  
\_\_\_\_\_  
Keith Ludwig, Secretary/Treasurer

**WASHINGTON TOWNSHIP MUNICIPAL  
UTILITIES AUTHORITY**

  
\_\_\_\_\_  
Scott Behm, Chairman

**Resolution No. 2025 – 035**

**RESOLUTION OF THE WASHINGTON TOWNSHIP MUNICIPAL UTILITIES  
AUTHORITY TO APPROVE THE FORM 'D' APPLICATION FOR WATER AND  
SEWER SERVICES FOR 7 BREW COFFEE AT 5200 ROUTE 42; BLOCK 196.01,  
LOT 1, BASED UPON THE ENGINEER'S REVIEW LETTER DATED  
April 23, 2025**

**WHEREAS**, the Washington Township Municipal Utilities Authority, a duly constituted public body in the County of Gloucester, State of New Jersey ("Authority") received an Application for Form D, Water and Sewer Service, from 7 Brew Coffee (the "Applicant") at the property identified as Block 196.01, Lot 1, on the Tax Map of Washington Township, commonly known as 5200 Route 42; and

**WHEREAS**, the Authority received a letter from Authority Engineer, David J. Skibicki, P.E., dated April 23, 2025, reviewing the Application ("Review Letter"), which is incorporated by reference into this Resolution as if set forth at length; and

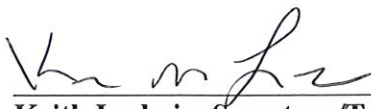
**WHEREAS**, the Authority has determined that it is appropriate to grant Form D approval to the Applicant, contingent on all of the terms and conditions contained in the Authority Engineer's Review Letter, if any.

**NOW, THEREFORE BE IT RESOLVED**, upon proper motion and vote at a public meeting of the Washington Township Municipal Utilities Authority in the County of Gloucester, State of New Jersey, as follows:

1. Form D approval, as defined by the Authority's Rules and Regulations, is granted to the Applicant.
2. This Approval is conditioned on all of the terms and conditions contained in the April 23, 2025 Authority Engineer's Review Letter, if any.
3. This Approval is further conditioned on the accuracy of all the representations made by the Applicant in its application materials or otherwise.

**ADOPTED** by Washington Township Municipal Utilities Authority on April 28, 2025.

**ATTEST:**



**Keith Ludwig, Secretary/Treasurer**

**Washington Township Municipal Utilities  
Authority**



**Scott Behm, Chairman**



## ***Richard A. Alaimo Associates***

200 High Street, Mt. Holly, New Jersey 08060 Tel: 609-267-8310 Fax: 609-845-0300

April 23, 2025

Ms. Elizabeth Rogale, Executive Director  
Washington Township Municipal Utilities Authority  
216 Fries Mill Road  
Turnersville, NJ 08012

Re: Washington Township MUA  
Water and Sewer Plan Review –  
Site Development  
7 Brew Coffee Retail Store  
5200 Black Horse Pike  
Block 196.01, Lot 1  
Form D Application for Title Transfer,  
Public Sewer and Water  
Alaimo File No. M-0441-0012-000

Dear Ms. Rogale:

The applicant has requested Form D approval for connection to public water supply and sewer service for the above referenced site construction. Items to note are as follows:

1. Applicant: G7B II, LLC  
199 State Street, Unit 2B  
Brooklyn, NY 11201  
(224) 361-5906
2. Applicant's Engineer: Robert Foy, PE/Aaron Chan, P.E.  
Stonefield Engineering & Design, LLC  
15 Spring Street  
Princeton, NJ 08542  
(609) 362-6900
3. Proposed Development: Redevelopment of a portion of the existing shopping center's parking area located at the 5200 Black Horse Pike, Washington to accommodate a 510 SF 7-Brew Drive Through Only Coffee Shop. The estimated water demand of 70 GPD and estimated sewer flow is 1,000 GPD are provided with Engineer's calculations.

**- Consulting Engineers -**

Civil • Structural • Mechanical • Electrical • Environmental • Planners

Board

**This application is seeking Form D Title Transfer for water and sewer service connections to the Authority systems for the Restaurant.**

4. Forms Submitted:

WTMUA Form D Application for water and sewer; was noted as being complete on April 10, 2025 (attached).

5. Projected Flows:

a. Potable Water

**The water demand for the Coffee Shop is calculated as 70 gpd.**

$$\underline{10 \text{ GPD/person} \times 7 \text{ people}} = 70 \text{ gpd}$$

**Total Potable Water Demand 79 gpd**

b. Sanitary Sewer

**The sanitary sewer demand for the Coffee Shop is calculated as**

$$\underline{50 \text{ GPD per unit} \times 20 \text{ units}} = 1,000$$

**New Sanitary Sewer Demand 1,000 gpd**

6. Connection Fees:

a. Potable Water

i. WTMUA

The current connection fee for WTMUA potable water service is \$2,950.00 per Domestic Consumer Unit (DCU). DCU's were calculated based upon fast-food space, 1 DCU per first 25 seats, 1 DCU per each additional 20 seats.

**The project will have a potable water connection fee of \$2,950.00, which would be calculated as follows:**

$$1 \text{ DCU (25 seats)} = 1 \text{ DCU}$$

$$1 \text{ DCUs} \times \$2,950.00 = \$2,950.00$$

b. Sanitary Sewer

i) WTMUA

The current connection fee for WTMUA sewer service is \$1,750.00 per Domestic Consumer Unit (DCU). DCU's were calculated based upon fast food space, 1 DCU per first 25 seats, 1 DCU per each additional 20 seats. **The project will have a sewer connection fee of \$1,750.00, which would be calculated as follows:**

$$1 \text{ DCU (25 seats)} = 1 \text{ DCUs}$$

$$1 \text{ DCUs} \times \$1,750.00 = \$1,750.00$$

ii) GCUA

The current connection fee for GCUA sewer service is \$2,539.00 per Domestic Consumer Unit (DCU). DCU's were calculated based on GCUA regulations which are the same as WTMUA for these uses. **The project will have a GCUA sewer connection fee of \$2,539.00 (1 DCUs x \$2,539.00) = \$2,539.00**

7. NJDEP TWA Application:

Based on flow projections, the applicant has determined no TWA Approval is required.

8. NJDEP Bureau of Water Systems Engineering Approval:

Based on water demand projections, the applicant has determined no BWSE Approval is required.

9. Items Reviewed:

a. Drawings

Sheet	Title	Date
	Final As-Built, Block 196.01, Lot	04/05/2025

10. General:

- a. In the event the cost of reviews exceeds the amount deposited in escrow by the Applicant, the Applicant shall pay the additional costs prior to final approval by the Authority.

- b. Upon legal acceptance of the system by the Authority, the balance of the performance bond or surety documents will be released upon receipt of a two-year maintenance bond in the amount of 15 percent of the original construction costs.

The Performance Bond amount is calculated to be \$42,636.00 and the Maintenance Bond is calculated to be \$5,329.50.

11. Water System:

- a. All on-site water piping is considered private, and the responsibility of the Applicant. The WTMUA is not responsible for repairs, maintenance, upgrades, etc. of system components located on the Applicant's property.

12. Sewer System:

- a. WTMUA connection fees are the responsibility of the Applicant, payable prior to obtaining a building permit. The Applicant is also responsible for GCUA connection fees.
- b. All on-site sanitary sewer piping is considered private, and the responsibility of the Applicant. The WTMUA is not responsible for repairs, maintenance, upgrades, etc. on the Applicant's property or to the discharge into WTMUA manhole.

13. Recommendations:

**We recommend the Applicant be granted Form D approval for water and sewer contingent upon the following:**

- a. This application is subject to any additional comments from the Authority Superintendent.

This review encompasses only the engineering aspects for the facilities shown in the plan. Neither Alaimo nor the Authority can accept liability for the technical design aspects, as this is the sole responsibility of the Applicant's engineer. The Applicant is responsible for the complete operational capability of the system. This review is subject to additional comments from the Authority's Superintendent. All decisions on these matters rest with the Authority.

Ms. Elizabeth Rogale,  
Executive Director


- 5 -

April 23, 2025

Should you have any questions concerning this review, please contact us at your earliest convenience.

Very truly yours,

RICHARD A. ALAIMO ASSOCIATES

  
David J. Skibicki, P.E.,  
Associate

DJS/dal

c: Kate Meher, Administrative Assistant, WTMUA  
Matthew Mallon, Authority Superintendent, WTMUA  
Mathew Walker, Assistant Superintendent, WTMUA  
Richard A. Alaimo, P.E., P.P., President, RAAA  
Nate Vizzi, Chief Field Representative, RAAA

THE WASHINGTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY  
152 Whitman Drive, Turnersville, NJ 08012  
Phone (856) 227-7788

- FORM D:** ☐ APPLICATION FOR TITLE TRANSFER, PUBLIC SEWER AND WATER SYSTEMS  
☐ APPLICATION FOR COMMERCIAL OR NON-TRANSFER OF TITLE (i.e. APTS, CONDO'S) FOR RELEASE OF PERFORMANCE BOND

**PURPOSE:** To request the WTMUA to accept the installed system.

**FEE:** \$25.00: Sewer \$25.00: Water (Check should be made payable to WTMUA)

**ESCROW:** The minimum escrow balance required is \$700.00 to cover professional reviews and inspections. Upon MUA acceptance of the systems, the balance, if any, after the legal and engineering vouchers have been deducted, will be returned to the applicant.

1. APPLICANT: MARC SAGLIO Sr. PM  
DEVELOPER: CONDOR CONSTRUCTION LLC  
UTILITY CONTRACTOR: G-FORCE

2. PROJECT:  
Name: 7-BREW  
Location: 5200 - NTR 442 - N.  
Section: \_\_\_\_\_  
DEP Permit No.: Sewer \_\_\_\_\_ Water \_\_\_\_\_  
Total No. Lots in Section: \_\_\_\_\_ No. Lots completed: \_\_\_\_\_

HAS THE TOWNSHIP ACCEPTED THE STREETS? Yes ☒ No \_\_\_\_\_

HOW LONG HAS THE SYSTEM BEEN COMPLETED? \_\_\_\_\_

DOES THE AS-BUILT PLAN FOLLOW EXACTLY THE PLAN SUBMITTED WITH FORM "C" IN REGARD TO DETAILS AND AREA COVERED? Yes ☒ No \_\_\_\_\_

IF NOT, INDICATE SIGNIFICANT CHANGES:  
\_\_\_\_\_  
\_\_\_\_\_

SUPPORTING DATA REQUIRED:

1. Two sets of Contractor As-Built Plans



**FORM D: Application for Title Transfer, Public Sewer and Water Systems**

**SUPPORTING DATA REQUIRED (cont.):**

2. Electronic copy of As-Built Plans in AutoCad Format (Version 2000, Release 2 or newer) of the final development showing the potable water/sanitary sewer infrastructure, and the on-site and off-site utilities serving the project. Provide As-Built data information for inclusion into the Authority's GIS water/sewer system in ArcView Format as per the Rules and Regulations.
3. Maintenance Bond (15% of the Construction Cost) guaranteeing satisfactory performance of the system for a period of two (2) years from date of acceptance. (This is to be provided once the Form 'D' application has Board approval.)
4. All necessary documents approved by the Authority that will permit the dedication of all necessary property and easements that are an inherent and necessary part of the complete system.
5. Certification by the Authority Engineer as to the following:
  - A. The quality and content of the installed system.
  - B. That the As-Built plans are as herein described.
6. Proof of release of liens from all contractors, subcontractors and material suppliers.

**Schedule:** Within 45 days after this form has been received at the MUA office, the MUA Engineer will conduct a final inspection. Upon his recommendation to accept the systems, the MUA Solicitor will have executed the transfer of the necessary deeds, easements and/or public right - of - ways. The applicant will be notified that the MUA accepts the Maintenance Bond as of that date; releases him from the Performance Bond and agrees to take responsibility for the system.

DO NOT WRITE BELOW THIS LINE: WTMUA USE ONLY

Date Application Received: 4/1/25

Cash Escrowed: \$ 1,198.40 Surety Bond: \$ 42,636.00 Presented at Form "C" submittal

Karl M. L.  
The Washington Township Municipal  
Utilities Authority

**ACTION BY AUTHORITY:**

Final Inspection by MUA Engineer: Daniel R. L. 4/10/25

Result: INSTALLATION FOR SEWER & WATER HAVE BEEN COMPLETED AND ARE ACCEPTABLE

Recommended for Acceptance of Systems: YES

Legal documents executed: \_\_\_\_\_

**Vouchers Paid:**

Engineer Review: \$ \_\_\_\_\_ Paid: \_\_\_\_\_

Legal Fee: \$ \_\_\_\_\_ Paid: \_\_\_\_\_

Balance Returned to Applicant: \$ \_\_\_\_\_ Paid: \_\_\_\_\_

**RESOLUTION OF THE WASHINGTON TOWNSHIP MUNICIPAL UTILITIES  
AUTHORITY TO APPROVE THE FORM 'A' APPLICATION FOR WATER AND  
SEWER SERVICES FROM NEXUS WATSON DRIVE, LLC AT 301 WATSON DRIVE  
(BLOCK 115, LOT 7, BASED UPON THE ENGINEER'S REVIEW LETTER DATED  
APRIL 23, 2025**

**WHEREAS**, the Washington Township Municipal Utilities Authority, a duly constituted public body in the County of Gloucester, State of New Jersey ("Authority") received an Application for Form A, Water and Sewer Service, from Nexus Watson Drive, LLC (the "Applicant") at the property identified as Block 115, Lot 7, on the Tax Map of Washington Township, commonly known as 301 Watson Drive; and

**WHEREAS**, the Authority received a letter from Authority Engineer, David J. Skibicki, P.E., dated April 23, 2025, reviewing the Application ("Review Letter"), which is incorporated by reference into this Resolution as if set forth at length; and

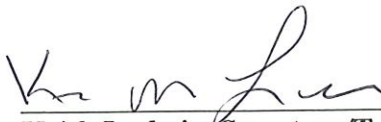
**WHEREAS**, the Authority has determined that it is appropriate to grant Form A approval to the Applicant, contingent on all of the terms and conditions contained in the Authority Engineer's Review Letter, if any.

**NOW, THEREFORE BE IT RESOLVED**, upon proper motion and vote at a public meeting of the Washington Township Municipal Utilities Authority in the County of Gloucester, State of New Jersey, as follows:

1. Form A approval, as defined by the Authority's Rules and Regulations, is granted to the Applicant.
2. This Approval is conditioned on all of the terms and conditions contained in the April 23, 2025 Authority Engineer's Review Letter, if any.
3. This Approval is further conditioned on the accuracy of all the representations made by the Applicant in its application materials or otherwise.

**ADOPTED** by Washington Township Municipal Utilities Authority on April 28, 2025.

**ATTEST:**

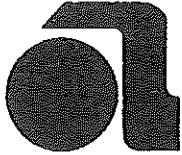


Keith Ludwig, Secretary/Treasurer

**Washington Township Municipal Utilities  
Authority**



Scott Behm, Chairman



## ***Richard A. Alaimo Associates***

200 High Street, Mt. Holly, New Jersey 08060 Tel: 609-267-8310 Fax: 609-845-0300

April 23, 2025

Ms. Elizabeth Rogale, Executive Director  
Washington Township Municipal Utilities Authority  
216 Fries Mill Road  
Turnersville, NJ 08012

Re: Water and Sewer Extension Feasibility –  
Proposed Residential Development  
Nexus Watson Drive, LLC  
c/o Nexus Properties, Inc.  
301 Watson Drive  
Block 115, Lot 7  
Form A: Application For Report On  
Feasibility Of Public Sewer And  
Water, Recommendations And  
Conditions  
Our File No. M-0441-0013-000, Rev. 1

Dear Ms. Rogale:

The applicant has submitted Form A for the determination of the economic and technical feasibility of extending public sewer and water service to the proposed development. Items to note are as follows:

1. Applicant: Nexus Watson Drive, LLC (Nexus Properties)  
1333 Brunswick Pike, Suite 200  
Lawrenceville, NJ 08648  
(609) 396-6800
2. Applicant's Engineer: Keith B. Cahill, P.E. & Tung-To Lam, P.E. c/o  
Bohler Engineering NJ, LLC  
30 Independence Blvd., Suite 200  
Warren, NJ 07059  
(908) 668-8300
3. Proposed Development: Construction of a proposed residential development on a currently vacant and wooded 40.24 acre site identified as 301 Watson Drive by the Applicant in Washington Township. The applicant intends to construct four hundred (400) three-bedroom townhouse units. The applicant projects potable water and sanitary sewer flow of 120,000 gallons per day, equating to 300 GPD per unit.

**- Consulting Engineers -**

Civil • Structural • Mechanical • Electrical • Environmental • Planners

*Board*

**This application is seeking Form A approval for water and sewer service extensions to the Authority systems for the proposed residential development noted above.**

4. Forms Submitted

WTMUA Form A: Application For Report On Feasibility Of Public Sewer And Water, Recommendations and Conditions.

5. Proposed Connection Points to MUA System

a. Potable Water

The plans are only in the conceptual stage at this point in time and do not show proposed water mains. It is assumed that two (2) 8" connections will be made to the existing 12" water main on Watson Drive to provide loops through the proposed development.

b. Sanitary Sewer

The plans are only in the conceptual stage at this point in time and do not show the proposed sanitary sewer system. It is assumed that the connection point will be the existing 8" PVC sanitary main on Watson Drive. The entirety of the site does not appear to slope towards Watson Drive. It's possible that a pump station may be utilized for a portion of the sanitary flow. The necessity of a pump station can only be determined as the applicant prepares the sanitary sewer design for future submittal.

6. Projected Flows

The applicant projects a flow of 120,000 GPD for both potable and sanitary sewer. This value equates to 300 GPD per unit.

7. Connection Fees and Pump Station Impact Fee

a. Potable Water

i. WTMUA

The current connection fee for WTMUA potable water service is \$2,950.00 per Equivalent Domestic Consumer Units (DCU).

**The project will have a potable water connection fee of \$1,180,000.00 calculated as follows:**

400 townhouse units x 1 DCU/unit x \$2,950.00/DCU =  
\$1,180,000.00

b. Sanitary Sewer

i. WTMUA

The current connection fee for WTMUA sewer service is \$1,750.00 per Equivalent Domestic Consumer Unit (DCU).

**The project will have a sewer connection fee of \$700,000.00 calculated as follows:**

400 townhouse units x 1 DCU/unit x \$1,750.00/DCU =  
\$700,000.00

ii. GCUA

The current connection fee for GCUA sewer service is \$2,738.00 per Domestic Consumer Unit (DCU). **The project will have a**

**GCUA sewer connection fee of \$1,095,200.00 calculated as follows:**

400 townhouse units x 1 DCU/unit x \$2,738.00/DCU =  
\$1,095,200.00

8. NJDEP TWA Application

An NJDEP TWA Application will be required for this project per N.J.A.C. 7:14A-22.3.

9. NJDEP Bureau of Water Systems Engineering Approval

An NJDEP Bureau of Water Systems Engineering Approval permit will be required for this project per N.J.A.C. 7:10-11.10.

10. Items Reviewed

a. Exhibits:

The following figures depicting the location of the proposed project were submitted in support of the Form A application:

- i. Tax Map
- ii. Roads Map
- iii. USGS Map
- iv. FEMA Flood Map
- v. WTMUA Water and Sewer Maps

b. Drawings:

An unsigned plan was submitted by Bohler showing the following address and phone number: 10000 Midlantic Drive, Suite 410W, Mount Laurel, NJ 08054, (856) 930-4000.

Sheet	Title	Date	Last Revision Date
1	Conceptual Layout	11/26/2024	02/17/2025

**We recommend approval for the application Form A as submitted.**

- a. This application is subject to any additional comments from the Authority Superintendent.


This review encompasses only the engineering aspects for the facilities shown in the plans. Neither Richard A. Alaimo Associates nor the Authority can accept liability for the technical design aspects as this is the sole responsibility of the Applicant's engineer. The Applicant is responsible for the complete operational capability of the system. This review is subject to additional comments from the Authority's Superintendent. All decisions on these matters rest with the Authority.

Documents approved by this office do not constitute an endorsement of the design concept, nor does it warrant the accuracy of the plans which have been prepared by the developer's professionals. The applicant is solely responsible to determine what (if any) other permits or approvals are required for this project and to apply for and obtain such approvals.

Should you have any questions, please feel free to contact this office.

Very truly yours,

RICHARD A. ALAIMO ASSOCIATES

  
David J. Skibicki, P.E.,  
Associate

DJS/dal

cc: Matthew Mallon, Authority Superintendent, WTMUA  
Mathew Walker, Assistant Superintendent, WTMUA  
Kate Meher, Administrative Assistant, WTMUA  
Keith B. Cahill, P.E., Bohler Engineering  
Tung-To Lam, P.E., Bohler Engineering  
Richard A. Alaimo, P.E., P.P., President, RAAA  
Nate Vizzi, Chief Field Representative, RAAA



**RESOLUTION OF THE WASHINGTON TOWNSHIP MUNICIPAL UTILITIES  
AUTHORITY TO APPROVE THE FORM 'A' APPLICATION FOR WATER AND  
SEWER SERVICES FROM SUP II MILL POND VILLAGE, LLC AT 372-386 EGG  
HARBOR ROAD (BLOCK 194.12, LOT 7, BASED UPON THE ENGINEER'S  
REVIEW LETTER DATED APRIL 21, 2025.**

**WHEREAS**, the Washington Township Municipal Utilities Authority, a duly constituted public body in the County of Gloucester, State of New Jersey ("Authority") received an Application for Form A, Water and Sewer Service, from SUP II Mill Pond Village, LLC (the "Applicant") at the property identified as Block 194.12, Lot 7, on the Tax Map of Washington Township, commonly known as 372-386 Egg Harbor Road; and

**WHEREAS**, the Authority received a letter from Authority Engineer, David J. Skibicki, P.E., dated April 21, 2025, reviewing the Application ("Review Letter"), which is incorporated by reference into this Resolution as if set forth at length; and

**WHEREAS**, the Authority has determined that it is appropriate to grant Form A approval to the Applicant, contingent on all of the terms and conditions contained in the Authority Engineer's Review Letter, if any.

**NOW, THEREFORE BE IT RESOLVED**, upon proper motion and vote at a public meeting of the Washington Township Municipal Utilities Authority in the County of Gloucester, State of New Jersey, as follows:

1. Form A approval, as defined by the Authority's Rules and Regulations, is granted to the Applicant.
2. This Approval is conditioned on all of the terms and conditions contained in the April 21, 2025 Authority Engineer's Review Letter, if any.
3. This Approval is further conditioned on the accuracy of all the representations made by the Applicant in its application materials or otherwise.

**ADOPTED** by Washington Township Municipal Utilities Authority on April 28, 2025.

**ATTEST:**

  
\_\_\_\_\_  
Keith Ludwig, Secretary/Treasurer

**Washington Township Municipal Utilities  
Authority**

  
\_\_\_\_\_  
Scott Behm, Chairman



## ***Richard A. Alaimo Associates***

200 High Street, Mt. Holly, New Jersey 08060 Tel: 609-267-8310 Fax: 609-845-0300

April 21, 2025

Ms. Elizabeth Rogale, Executive Director  
Washington Township Municipal Utilities Authority  
216 Fries Mill Road  
Turnersville, NJ 08012  
(via Email)

Re: Water and Sewer Extension Feasibility –  
Proposed Bank  
SUP II Mill Pond Village, LLC  
382 Egg Harbor Road  
Block 194.12, Lot 7  
Form A: Application For Report On  
Feasibility Of Public Sewer  
And Water,  
Recommendations And  
Conditions  
Our File No. M-0441-0016-000

Dear Ms. Rogale:

The applicant has submitted Form A for the determination of the economic and technical feasibility of extending public sewer and water service to the proposed development. Items to note are as follows:

1. Applicant: SUP II Mill Pond Village, LLC  
302 Datura Street  
West Palm Beach, FL 33401  
(772) 486-9212
2. Applicant's Engineer: Tung-To Lam, P.E. c/o  
Bohler Engineering NJ, LLC  
30 Independence Blvd., Suite 200  
Warren, NJ 07059  
(908) 668-8300

**- Consulting Engineers -**

Civil • Structural • Mechanical • Electrical • Environmental • Planners

Board



3. Proposed Development: Construction of a proposed 3,319± square foot bank in the Mill Pond Village shopping center located at 382 Egg Harbor Road in Lot 7 of Block 194.12. The bank will be constructed in the southwest portion of the site in a grass area adjacent to the existing parking lot and will be parallel to Greentree Road (C.R. 651). The applicant projects potable water demand of 414.9 gallons per day (gpd) and sanitary sewer flow of 331.9 gpd.

**This application is seeking Form A approval for water and sewer service extensions to the Authority systems for the proposed development noted above.**

4. Forms Submitted

WTMUA (Authority) Form A: Application For Report On Feasibility Of Public Sewer And Water, Recommendations and Conditions.

5. Proposed Connection Points to MUA System

- a. Potable Water

The Utility Plan (sheet C-502) depicts a 1-1/2" service line into the front of the bank. No piping material is given for the service line. The plan indicates that the contractor is to determine the feasibility of connecting to an existing service line located east of the proposed bank. If not feasible, the plan states, the existing service line is to be removed and capped at the main in the R.O.W. by the Contractor and a new service line is to be coordinated with the water company (WTMUA).

- b. Sanitary Sewer

The Utility Plan (sheet C-502) indicates a 4" PVC sanitary sewer lateral existing the rear of the bank. The notes on that sheet indicate that the piping material is to be SDR 35 PVC for depths of less than 12 feet deep and SDR 26 PVC for greater depths. The plan states that the contractor is to determine the feasibility of connecting to an existing sanitary sewer lateral located east of the proposed building. If not feasible, the plan states that the contractor is to

remove the existing sanitary sewer lateral and cap it at the main in the R.O.W.  
and a new sanitary sewer lateral is to be coordinated with the WTMUA.

6. Projected Flows

a. Potable Water

The water demand for the bank is calculated as 415 gpd based on N.J.A.C.  
7:10-12.6(b) for the category of Store/Office Building.

$$3,319 \text{ sf} \times 0.125 \text{ gpd/sf} = 414.9 \text{ gpd} \quad \text{use 415 gpd.}$$

b. Sanitary Sewer

The sanitary sewer flow for the bank is calculated as 332 gpd based on  
N.J.A.C. 7:14A-23.3(a) for the category of Office Buildings.

$$3,319 \text{ sf} \times 0.10 \text{ gpd/sf} = 331.9 \text{ gpd} \quad \text{use 332 gpd}$$

7. Connection Fees and Pump Station Impact Fee

a. Potable Water

i. WTMUA

The current connection fee for WTMUA potable water service is  
\$2,950.00 per Equivalent Domestic Consumer Units (DCU).

**The project will have a potable water connection fee of  
\$5,900.00 calculated as follows using the category of Office  
Building:**

$$3,319 \text{ sf} \times 1 \text{ DCU}/3,000 \text{ sf} = 2 \text{ DCU (rounded up)}$$
$$2 \text{ DCU} \times \$2,950.00/\text{DCU} = \$5,900.00$$

b. Sanitary Sewer

i. WTMUA

The current connection fee for WTMUA sewer service is  
\$1,750.00 per Equivalent Domestic Consumer Unit (DCU).

**The project will have a sewer connection fee of \$3,500.00  
calculated as follows using the category of Office Building:**

$$3,319 \text{ sf} \times 1 \text{ DCU}/3,000 \text{ sf} = 2 \text{ DCU (rounded up)}$$
$$2 \text{ DCU} \times \$1,750.00/\text{DCU} = \$3,500.00$$

ii. GCUA

The current connection fee for GCUA sewer service is \$2,738.00 per Domestic Consumer Unit (DCU). **The project will have a GCUA sewer connection fee of \$5,476.00 calculated as follows using the category of Office Building:**

$$3,319 \text{ sf} \times 1 \text{ DCU}/3,000 \text{ sf} = 2 \text{ DCU (rounded up)}$$
$$2 \text{ DCU} \times \$2,738.00/\text{DCU} = \$5,476.00$$

8. NJDEP TWA Application

An NJDEP TWA Application will not be required for this project as it doesn't meet any of the criteria of N.J.A.C. 7:14A-22.3.

9. NJDEP Bureau of Water Systems Engineering Approval

A NJDEP Bureau of Water Systems Engineering Approval permit will not be required for this project as it doesn't meet any of the criteria of N.J.A.C. 7:10-11.10.

10. Items Reviewed

a. Drawings:

Plans were signed and sealed by Tung-To Lam, P.E. of Bohler Engineering NJ, LLC (address and phone no. noted above). Plans pertinent to the proposed water and sewer facilities that were reviewed consist of the following:

Sheet	Title	Date	Last Revision Date
C-502	Utility Plan	10/31/2024	01/28/2025
C-902	Construction Details	10/31/2024	01/28/2025

b. Technical Specifications:

Specifications were not provided for this project. The Authority's standard specifications shall govern.

c. Reports:

No reports accompanied the application.

Richard A. Alaimo Associates (Alaimo) has the following comments with regards to the submission package:

1. General

- a. In the event the cost of reviews exceeds the amount deposited in escrow by the Applicant, the Applicant shall pay the additional costs prior to final approval by the WTMUA.
- b. The WTMUA does not, by granting Form A approval, guarantee or imply approval by the New Jersey Department of Environmental Protection (NJDEP) or any other agency having jurisdiction.
- c. The Applicant must receive WTMUA Form B and Form C approval from the WTMUA prior to any construction activities.
- d. The Applicant is advised that a performance bond or surety documents approved by the WTMUA Solicitor and Engineer will be required for any improvements to be owned and maintained by the WTMUA. Additionally, a two-year maintenance bond in the amount of 15 percent of the original construction cost will be required for any improvements to be owned and maintained by the WTMUA.
- e. Any and all NJDOT, Gloucester County or Township Road Opening permits that may be required for construction will be the responsibility of the Applicant.

2. Water System:

- a. The plans should note that all on-site water piping is considered private and the responsibility of the Applicant. The WTMUA is not responsible for repairs, maintenance, upgrades, etc. of system components located on the Applicant's property.

- b. It is recommended that a test pit be performed to determine the condition of and the feasibility of connecting to the existing water service line or if coordination with WTMUA for a new service line will be necessary.
  - c. All applicable WTMUA construction details for water shall be added to the design drawings.
- 3. Sewer System:
  - a. The plans should note that all on-site sanitary sewer piping is considered private and the responsibility of the Applicant. The WTMUA is not responsible for repairs, maintenance, upgrades, etc. of system components located on the Applicant's property.
  - b. It is recommended that a test pit be performed to determine the condition of and the feasibility of connecting to the existing sanitary sewer lateral or if coordination with WTMUA for a new lateral will be necessary.
  - c. All applicable WTMUA construction details for sanitary sewer shall be added to the design drawings.
- 4. Recommendations

**We recommend Form A approval and that the above review comments be addressed in the Form B submittal.**

- a. This application is subject to any additional comments from the Authority Superintendent.

This review encompasses only the engineering aspects for the facilities shown in the plans. Neither Richard A. Alaimo Associates nor the Authority can accept liability for the technical design aspects as this is the sole responsibility of the Applicant's engineer. The Applicant is responsible for the complete operational capability of the system. This review is subject to additional comments from the Authority's Superintendent. All decisions on these matters rest with the Authority.

Ms. Elizabeth Rogale,  
Executive Director

- 7 -

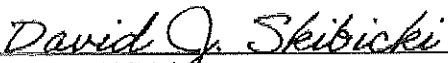
April 21, 2025

Documents approved by this office do not constitute an endorsement of the design concept, nor does it warrant the accuracy of the plans which have been prepared by the developer's professionals. The applicant is solely responsible to determine what (if any) other permits or approvals are required for this project and to apply for and obtain such approvals.

Should you have any questions, please feel free to contact this office.

Very truly yours,

RICHARD A. ALAIMO ASSOCIATES

  
David J. Skibicki, P.E.,  
Associate

DJS/dal

cc: Matthew Mallon, Authority Superintendent, WTMUA  
Mathew Walker, Assistant Superintendent, WTMUA  
Kate Meher, Administrative Assistant, WTMIA  
Tung-To Lam, P.E., Bohler Engineering  
Richard A. Alaimo, P.E., P.P., President, RAAA  
Nate Vizzi, Chief Field Representative, RAAA

**Resolution No. 2025 – 038**

**RESOLUTION OF THE WASHINGTON TOWNSHIP MUNICIPAL  
UTILITIES AUTHORITY, COUNTY OF GLOUCESTER, STATE OF  
NEW JERSEY AWARDING A CONTRACT TO SCALFO ELECTRIC,  
INC. FOR THE REPLACEMENT OF THE GENERATOR AT THE  
WASHINGTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY  
BUILDING**

**WHEREAS**, the Municipal Utilities Authority of the Township of Washington, County of Gloucester, State of New Jersey (hereinafter referred to as the “Authority”), has solicited bids for the replacement of a complex generator for the Municipal Utilities Authority Office (hereinafter referred to as the “project”); and

**WHEREAS**, through a fair and open process, the Authority prepared the bid package and solicited bids for the Contract, to be opened publicly and announced at the offices of the Authority; and

**WHEREAS**, in response to the request for bids, bids were submitted; and

**WHEREAS**, the Authority Engineer reviewed the bid documents and made recommendations to the Authority; and

**WHEREAS**, the bid submitted by the apparent lowest responsible bidder, Scalfo Electric, Inc. has been reviewed by the Authority and its Administrative Professional Staff and found to be acceptable as to form and content; and

**WHEREAS**, the award of the bid for this project is in compliance with the Authority’s budgetary constraints; and

**NOW, THEREFORE, BE IT RESOLVED**, this 28<sup>th</sup> day of April, 2025 by the Municipal Utilities Authority of the Township of Washington, County of Gloucester, State New Jersey, as follows:

1. The Authority accepts the recommendations of its professional staff and awards the bid for this project to Scalfo Electric, Inc. for and in consideration of \$476,000.00.
2. The Authority authorizes and directs the Chairman, Secretary and Executive Director to execute any and all necessary documents in order to implement the intent of this Resolution.
3. A copy of this Resolution shall be forwarded by the Authority to the following:
  - a. Scott Behm, Chairman
  - b. Authority CFO
  - c. Elizabeth Rogale, Executive Director
  - d. Jerry J. Dasti, Esq
4. This resolution shall take effect immediately, according to law.

**CERTIFICATION**

**IN WITNESS WHEREOF**, the Municipal Utilities Authority has caused these presents to be executed by its duly authorized representatives has set his or her hand and seal hereunder on the day and year first above written.

  
\_\_\_\_\_  
Keith Ludwig, Secretary/Treasurer

  
\_\_\_\_\_  
Scott Behm, Chairman



**REMINGTON  
& VERNICK  
ENGINEERS**

RVE HQ:  
2059 Springdale Road  
Cherry Hill, NJ 08003  
O: (856) 795-9595  
F: (856) 795-1882

April 21, 2025

Elizabeth Rogale, Executive Director  
Washington Township Municipal Utilities Authority  
152 Whitman Drive  
Turnersville, NJ 08012

**RE: Washington Township Municipal Utilities Authority  
M.U.A. Office Complex Generator  
Contract Award Letter  
Our File No. 0818M336**

Dear Ms. Rogale:

We have tabulated the bids received on April 17, 2025, with reference to the above-captioned project and find the lowest responsible bidder to be Scalfo Electric, Inc., 3539 N. Mill Road, Vineland, New Jersey, 08360 for the total amount of \$476,000.00 representing Base Bid Items 1-5.

Therefore, in accordance with the Local Public Contracts Law, NJSA 40A:11-1 et seq, the contract should be awarded to the lowest responsible bidder, which appears to be Scalfo Electric, Inc. The award should be contingent upon approval of your solicitor and monies being available.

A copy of the tabulation is enclosed for your review.

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

Sincerely,  
**REMINGTON & VERNICK ENGINEERS**

By

Dennis K Yoder, P.E., C.M.E.

DKY/gar  
enclosure

Board





## BID TABULATION

PROJECT NAME:  
 WTMUA Generator Replacement  
 PROJECT NUMBER:  
 0818M336  
 CLIENT:  
 WT MUA  
 BID OPENING DATE  
 4/17/2025  
 TOTAL CONTRACT AMOUNT  
 #REF!

Scafco Electric, Inc.  
 3539 N. Mill Road  
 Vineland, NJ 08360  
 856-692-5196  
 ((BB, CS, SS, Etc.))

S. Hughes Electric Co, LLC  
 40 Old Turnpike, #1  
 Pleasantville, NJ 08232  
 609-568-5027  
 ((BB, CS, SS, etc.))

### BASE BID

#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	MOBILIZATION (MAXIMUM 3% OF TOTAL BID COST)	1	LS	\$8,000.00	\$8,000.00	\$15,500.00	\$15,500.00
2	EMERGENCY POWER NATURAL GAS GENERATOR SET, COMPLETE	1	LS	\$83,000.00	\$83,000.00	\$402,000.00	\$402,000.00
3	CONCRETE PAD AND PROTECTIVE BOLLARDS	1	LS	\$88,000.00	\$88,000.00	\$58,000.00	\$58,000.00
4	ELECTRIC WORK, COMPLETE	1	LS	\$295,000.00	\$295,000.00	\$138,340.00	\$138,340.00
5	SITE WORK/RESTORATION, COMPLETE	1	LS	\$2,000.00	\$2,000.00	\$8,701.00	\$8,701.00
BASE BID SUBTOTAL:					\$476,000.00		\$622,541.00

Sum of Base Bid

\$476,000.00

**Resolution No. 2025-039**

**RESOLUTION OF THE WASHINGTON TOWNSHIP MUNICIPAL UTILITIES  
AUTHORITY APPROVING THE EMERGENCY REPAIR OF 1-1/2" WATER SERVICE  
AT 115 JOHNSON ROAD IN AN AMOUNT NOT TO EXCEED \$17,000.00**

**WHEREAS**, the Washington Township Municipal Utilities Authority ("Authority") a duly constituted public body in the County of Gloucester, State of New Jersey, has determined that there exists the need to approve the emergency repair of a 1-1/2" water service at 115 Johnson Road in an amount not to exceed \$17,000.00; and

**WHEREAS**, the Authority finds that there was an emergency that affected the health, safety, and welfare of the public which required the immediate delivery of services. The Authority also finds that the emergency repair was not reasonably foreseeable; and

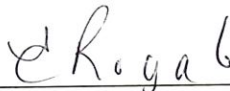
**WHEREAS**, the Authority has approved the emergency repair of a 1-1/2" water service at 115 Johnson Road in an amount not to exceed \$17,000.00, to be charged from Budget Account number 5-01-01-200-613 by proper motion.

**NOW, THEREFORE BE IT RESOLVED**, by the Authority, County of Gloucester, and State of New Jersey, that the Authority has approved the emergency repair of a 1-1/2" water service at 115 Johnson Road in an amount not to exceed \$17,000.00.

**CERTIFICATE OF AVAILABLE FUNDS**

I, Elizabeth S. Rogale, Authority Executive Director/Chief Financial Officer, hereby certify that the funds as stated in this Resolution are available to the Authority. The Budget Account number to be charged is 5-01-01-200-613.

Dated: 4/28/25

  
\_\_\_\_\_  
Elizabeth S. Rogale,  
Executive Director/CFO

**ADOPTED** by Washington Township Municipal Utilities Authority on April 28, 2025

**ATTEST:**

**Washington Township Municipal Utilities  
Authority**

  
\_\_\_\_\_  
Keith Ludwig, Secretary/Treasurer

  
\_\_\_\_\_  
Scott Behm, Chairman



**WASHINGTON  
TOWNSHIP MUNICIPAL  
UTILITIES AUTHORITY**

216 Fries Mill Road  
Turnersville, NJ 08012

**EMERGENCY REPAIR LETTER**

This letter is to serve as notice for the emergency repair of the water/sewer system described below and to request a resolution authorizing the repair.

On 4/4/2025 there was an emergency repair of a 1 ½ inch Water Service at 115 Johnson Road.

This repair was done on an emergency basis for the following reasons:

1. The emergency was not foreseeable.
2. The emergency needed immediate attention to provide continued water service
3. The emergency needed immediate attention to protect Public Health and Safety.

Sincerely,

A handwritten signature in black ink, which appears to read "Matthew Walker".

Matthew Walker  
Assistant Superintendent, WTMUA

\*Resolution not to exceed \$17,000.00 (Pioneer Pipe)

**Resolution No. 2025-040**

**RESOLUTION OF THE WASHINGTON TOWNSHIP MUNICIPAL UTILITIES  
AUTHORITY APPROVING THE EMERGENCY REPAIR OF 1-1/2" WATER SERVICE  
AT 209 STAGE COACH ROAD IN AN AMOUNT NOT TO EXCEED \$12,000.00**

**WHEREAS**, the Washington Township Municipal Utilities Authority ("Authority") a duly constituted public body in the County of Gloucester, State of New Jersey, has determined that there exists the need to approve the emergency repair of a 1-1/2" water service at 209 Stage Coach Road in an amount not to exceed \$12,000.00; and

**WHEREAS**, the Authority finds that there was an emergency that affected the health, safety, and welfare of the public which required the immediate delivery of services. The Authority also finds that the emergency repair was not reasonably foreseeable; and

**WHEREAS**, the Authority has approved the emergency repair of a 1-1/2" water service at 209 Stage Coach Road in an amount not to exceed \$12,000.00, to be charged from Budget Account number 5-01-01-200-613 by proper motion.

**NOW, THEREFORE BE IT RESOLVED**, by the Authority, County of Gloucester, and State of New Jersey, that the Authority has approved the emergency repair of a 1-1/2" water service at 209 Stage Coach Road in an amount not to exceed \$12,000.00.

**CERTIFICATE OF AVAILABLE FUNDS**

I, Elizabeth S. Rogale, Authority Executive Director/Chief Financial Officer, hereby certify that the funds as stated in this Resolution are available to the Authority. The Budget Account number to be charged is 5-01-01-200-613.

Dated: 4/28/25



Elizabeth S. Rogale,  
Executive Director/CFO

**ADOPTED** by Washington Township Municipal Utilities Authority on April 28, 2025

**ATTEST:**

**Washington Township Municipal Utilities  
Authority**



Keith Ludwig, Secretary/Treasurer



Scott Behm, Chairman



**WASHINGTON  
TOWNSHIP MUNICIPAL  
UTILITIES AUTHORITY**

216 Fries Mill Road  
Turnersville, NJ 08012

**EMERGENCY REPAIR LETTER**

This letter is to serve as notice for the emergency repair of the water/sewer system described below and to request a resolution authorizing the repair.

On 4/5/2025 there was an emergency repair of a 1 ½ inch Water Service at 209 Stage Coach Road.

This repair was done on an emergency basis for the following reasons:

1. The emergency was not foreseeable.
2. The emergency needed immediate attention to provide continued water service
3. The emergency needed immediate attention to protect Public Health and Safety.

Sincerely,

A handwritten signature in black ink, which appears to read "Matthew Walker".

Matthew Walker  
Assistant Superintendent, WTMUA

\*Resolution not to exceed \$12,000.00 (Pioneer Pipe)



**RESOLUTION OF THE WASHINGTON TOWNSHIP MUNICIPAL UTILITIES  
AUTHORITY AUTHORIZING ACCEPTANCE AND EXECUTION OF A SHARED  
SERVICES AGREEMENT WITH THE DEPTFORD TOWNSHIP MUNICIPAL  
UTILITIES AUTHORITY**

**WHEREAS**, the Washington Township Municipal Utilities Authority, a duly constituted public body in the County of Gloucester, State of New Jersey ("Authority") wishes to enter into a Shared Services Agreement with the Deptford Township Municipal Utilities Authority ("Deptford"); and

**WHEREAS**, the proposed Agreement concerns the Authority to utilize the services of the authority's chief financial officer; and

**WHEREAS**, the Agreement, a true copy of which is on file at the office of the Executive Director and can be reviewed during normal business hours, calls for a consideration to be paid by Deptford to the Authority in the amount of \$10,000.00 annually; and

**WHEREAS**, the proposed Agreement will commence on May 1, 2025 and end on April 30, 2027; and

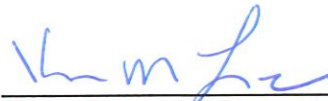
**WHEREAS**, the acceptance and execution of the proposed Shared Services Agreement is in the best interest of the Authority and its rate payers.

**NOW, THEREFORE BE IT RESOLVED**, this 28th day of April, 2025 upon proper motion and vote at a public meeting of the Washington Township Municipal Utilities Authority in the County of Gloucester, State of New Jersey, as follows:

1. The Washington Township Municipal Utilities Authority hereby authorizes acceptance and execution of the aforementioned Shared Services Agreement with the Deptford Township Municipal Utilities Authority.

**ADOPTED** by Washington Township Municipal Utilities Authority on April 28, 2025.

**ATTEST:**



**Keith Ludwig, Secretary/Treasurer**

**Washington Township Municipal  
Utilities Authority**



**Scott Behm, Chairman**

**SHARED SERVICES AGREEMENT  
RECONCILIATION PLAN**

**by and between the**

**TOWNSHIP OF DEPTFORD MUNICIPAL UTILITIES AUTHORITY**

**and**

**TOWNSHIP OF WASHINGTON MUNICIPAL UTILITIES AUTHORITY**

**FOR THE PROVISION OF CHIEF FINANCIAL OFFICER TO THE TOWNSHIP OF  
DEPTFORD MUNICIPAL UTILITIES AUTHORITY**

**Dated:** MAY 1, 2025

**SHARED SERVICES AGREEMENT  
RECONCILIATION PLAN**

**THIS SHARED SERVICES AGREEMENT** (hereinafter the “Agreement”), dated MAY 1, 2025, 2025, by and between the Township of Deptford Municipal Utilities Authority and the Township of Washington Municipal Utilities Authority.

**RECITALS**

1. The Township of Deptford Municipal Utilities Authority (“DTMUA”) was established by the Township of Deptford, pursuant to the authority conferred under N.J.S.A. 40:14B-13, and maintains offices at 898 Cattell Road, Wenonah (Township of Deptford), New Jersey.
2. The Township of Washington Municipal Utilities Authority (“WTMUA”) was established by the Township of Washington, pursuant to the authority conferred under N.J.S.A. 40:14B-13, and maintains offices at 216 Fries Mill Road, Turnersville (Township of Washington), New Jersey.
3. The DTMUA and WTMUA are sometimes hereinafter referred collectively as “Parties.”
4. The DTMUA desires to utilize the services of the WTMUA Chief Financial Officer.
5. The WTMUA consents to this Shared Service Agreement.
5. Each entity seeks to lower costs of services to their respective residents and each desire to seek ways to share and/or consolidate municipal services where possible.
6. N.J.S.A. 40A:65-1 et seq. specifically authorizes local governmental units, including Municipal Utilities Authorities, to enter into agreements for the provision of shared services.
7. In accordance with N.J.S.A. 40A:65 et seq., this Agreement shall be filed with the Division of Local Government Services.
8. The DTMUA is subject to Title 11A, Civil Service. The WTMUA is not subject to Title 11A, Civil Service.
9. This agreement encompasses the requirements as set forth in N.J.S.A. 40A:65-11d regarding the sharing of an employee between a Title 11A, Civil Service municipality and a non-Title 11A, Civil Service municipality.

**NOW, THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the Parties, DTMUA and WTMUA do hereby agree as follows:



## **AGREEMENT**

### **A. BRIEF DESCRIPTION.**

The DTMUA and the WTMUA shall share the services of the Chief Financial Officer of the WTMUA.

### **B. DESCRIPTION OF THE SERVICES.**

1. Nature and Extent of Services. The WTMUA hereby grants to the DTMUA and the DTMUA hereby accepts from the WTMUA the authority to use the WTMUA's Chief Financial Officer.
2. Standards for Services. The Parties shall each have the right to evaluate the level, quality, and scope of services provided in accordance with the standards established in the agreement between the WTMUA and DTMUA for providing services to the DTMUA pursuant to this Agreement.

### **C. COMPENSATION.**

1. Compensation. The DTMUA shall timely pay to the WTMUA for the services rendered to the DTMUA by the WTMUA in the amount of \$10,000 annually. Invoices may include calculated salaries, benefits, and future increases for both.

### **D. MUTUAL COOPERATION.**

The DTMUA and WTMUA agree to mutually cooperate with one another in the provision of the sharing of this service.

Each entity shall look at other areas of municipal services to consider further sharing between the Parties.

### **E. DURATION OF AGREEMENT.**

This agreement shall be effective for the period commencing May 1, 2025 and shall end on April 30, 2027.

Either Party may, for cause – such as breach, malfeasance, or other inappropriate action on the part of the Chief Financial Officer, terminate this Agreement by notice to the other Party. In such situation, at least sixty (60) days' notice shall be provided.

### **F. INDEMNIFICATION.**

1. The DTMUA shall indemnify and shall hold WTMUA, the members of its governing body and its officers, agents, and employees harmless against any and all liability, losses,

costs, damages, claims, judgments or expenses, which shall be incurred by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, arising out of or in any way related to the services performed for or on behalf of DTMUA under the terms of this Shared Services Agreement.

2. The WTMUA shall indemnify and shall hold DTMUA, the members of its governing body and its officers, agents, and employees harmless against any and all liability, losses, costs, damages, claims, judgments, or expenses, which shall be incurred by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, arising out of or in any way related to the services performed by their employee.

#### **G. INSURANCE.**

At all times during the term of this Shared Services Agreement, DTMUA shall maintain or cause to be maintained with responsible insurers (including the Joint Insurance Fund) who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk, and comprehensive general liability insurance. DTMUA shall be obligated to pay the cost of all such insurance.

#### **H. REMEDIES.**

1. Controversies and Claims Subject to Mediation. Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation. The agreed upon mediator will be selected by both Parties.

If a dispute between DTMUA and WTMUA arises during the course of the contract, the Parties will make a good faith effort to resolve the dispute through non-binding arbitration.

2. Contract Performance Pending Mediation. During mediation proceedings, DTMUA and WTMUA shall continue to perform the services described in this Agreement.
3. When Mediation May be Demanded. Prior to either Party submitting a demand for mediation, the aggrieved Party shall attempt to resolve the problem directly with the other Party. The aggrieved Party shall submit a written notice of dispute to the other Party. The other Party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- a. five (5) business days after the other Party has provided its written response to the aggrieved Party's notice of dispute;
- b. 30 days have passed after submission of the original, written claim by the

aggrieved Party and the other Party has not responded.

If the written response from the other Party does not resolve the dispute, the aggrieved Party shall have 30 days from the delivery of the other Party's response to file a demand for mediation. If the aggrieved Party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A Party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that Party for which mediation may be demanded. If a Party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

4. Procedure to Request Mediation. Either Party may demand mediation by written notice to the other Party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address, and the phone number of that Party's designated representative for purposes of mediation.

The other Party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the Parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the Parties and shall provide the Parties with a summary of each person's qualifications to serve as mediator. Each Party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest-ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

5. Procedures at Mediation. The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the Parties and the mediator or, if the Parties cannot agree, as may be determined by the mediator.

The Parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

6. Cost of Mediation. Each Party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the Parties.
7. Failure of Mediation. If a good faith effort to resolve the dispute through mediation is unsuccessful, either Party may terminate the mediation by written notice to the mediator and to the other Party. Thereafter, any Party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

**I. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.**

In the event that any agreement which is contained in this Shared Services Agreement shall be breached by either Party and thereafter such breach shall be waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

**J. NO PERSONAL LIABILITY.**

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of either DTMUA or WTMUA, in his or her individual capacity, and neither the officers, agents or employees of DTMUA or WTMUA nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

**K. MISCELLANEOUS.**

1. Amendment. This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the Parties hereto.
2. Successors and Assigns. This Shared Services Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and assigns.
3. Severability. In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. Counterparts. This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

5. Entire Agreement. This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions, and undertakings between the Parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral, or written between the Parties hereto.
6. Further Assurances and Corrective Instruments. Each Party shall execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
7. Headings. The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
8. Non-Waiver. It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the Parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
9. Governing Law. The terms of this Shared Services Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of New Jersey.

**L. NOTICES.**

Notices under this Agreement shall be considered complete by way of the following:

Written communication delivered in person or via certified mail, return receipt requested as follows:

Washington Township Municipal Utilities Authority 216 Fries Mill Road Turnersville, NJ 08012 Attention: Executive Director	Deptford Township Municipal Utilities Authority 898 Cattell Road Wenonah, NJ 08090 Attention: Executive Director
---	---

**M. EFFECTIVE DATE.**

This Agreement shall be effective May 1, 2025 which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the Parties to this Shared Services Agreement.

ATTEST

Robert C. M. G.

TOWNSHIP OF DEPTFORD MUA

Michael J. Cusick  
Print Name: Michael J. Cusick  
EXECUTIVE DIRECTOR

Dated: 5.19.25

ATTEST

Robert C. M. G.

TOWNSHIP OF WASHINGTON MUA

Elizabeth S. Rogale  
Print Name: Elizabeth S. Rogale  
EXECUTIVE DIRECTOR

Dated: 5/10/25

**Resolution No. 2025 – 042**

**RESOLUTION OF THE WASHINGTON TOWNSHIP MUNICIPAL  
UTILITIES AUTHORITY, COUNTY OF GLOUCESTER, STATE OF  
NEW JERSEY AWARDING A CONTRACT FOR RENTING  
PROPERTY OWNED BY THE AUTHORITY FOR OUTDOOR  
ADVERTISING PURPOSES TO GARDEN STATE OUTDOOR, LLC**

**WHEREAS**, the Municipal Utilities Authority of the Township of Washington, County of Gloucester, State of New Jersey (hereinafter referred to as the “Authority”), is the owner of real property known and designated as Block 87.01, Lot 3.02 a/k/a Tuckahoe Road, Sewell, New Jersey (hereinafter referred to as the “property”); and

**WHEREAS**, the Authority has solicited bids to lease a portion of the property for outdoor billboard purposes; and

**WHEREAS**, bids have been solicited pursuant to the provisions of the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq. and the New Jersey Local Land and Buildings Law, N.J.S.A. 40A:12-13; and

**WHEREAS**, one (1) bid was received in response to the bid solicitation, from Garden State Outdoor, LLC (hereinafter referred to as the “bidder”); and

**WHEREAS**, the bid documentation submitted by the bidder has been reviewed by the Authority’s Administrative Professional Staff and found to be acceptable as to form and content; and

**WHEREAS**, the bid submitted to the Authority is in accordance with the attached document entitled “Minimum Annual Guarantee/Percentage Share Proposal Form”; and

**WHEREAS**, the lease is for a twenty-five (25)-year term and calls for escalation of rent throughout the term; and

**WHEREAS**, the award of this bid is in accordance with the Authority’s best interest and the best interest of its rate payers.

**NOW, THEREFORE, BE IT RESOLVED**, this 28<sup>th</sup> day of April, 2025 by the Municipal Utilities Authority of the Township of Washington, County of Gloucester, State New Jersey, as follows:

1. The Authority awards the bid for the lease of Authority property for outdoor billboard purposes to Garden State Outdoor, LLC.
2. The lease amount to be paid is in accordance with the attached document indicating the minimum annual rent to be paid quarterly and compared to the percent of gross revenue as defined therein, whichever is higher.
3. The Authority authorizes and directs the Chairman, Secretary and Executive Director to execute any and all necessary documents in order to implement the intent of this Resolution.
4. A copy of this Resolution shall be forwarded by the Authority to the following:
  - a. Scott Behm, Chairman
  - b. Elizabeth Rogale, Executive Director

**Resolution No. 2025 – 042**

- c. Jerry J. Dasti, Esq
5. This resolution shall take effect immediately, according to law.

**CERTIFICATION**

**IN WITNESS WHEREOF**, the Municipal Utilities Authority has caused these presents to be executed by its duly authorized representatives has set his or her hand and seal hereunder on the day and year first above written.

  
\_\_\_\_\_  
**Keith Ludwig, Secretary/Treasurer**

  
\_\_\_\_\_  
**Scott Behm, Chairman**



I, Elizabeth S. Rogale, of the WASHINGTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY (WTMUA), am allowing GARDEN STATE OUTDOOR, L.L.C., to submit an Application for Outdoor Advertising Permit to the New Jersey Department of Transportation, Office of Outdoor Advertising Services, as to a portion of the following premises which are controlled by the WTMUA:

*Block 87.01, Lot 3.02, known as Tuckahoe Road, Sewell, Gloucester County, NJ*

WASHINGTON TOWNSHIP MUNICIPAL  
UTILITIES AUTHORITY

5/27/25  
DATE

Elizabeth S. Rogale  
Signature

Elizabeth S. Rogale  
Print Name

Executive Director / CFO  
Title

## LEASE

**AGREEMENT OF LEASE** made this 4<sup>th</sup> day of June, 2025, by and between **GARDEN STATE OUTDOOR, LLC**, whose address is 1555 Zion Road, Suite 203, Northfield, NJ 08225, as Tenant, and the **WASHINGTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**, whose address is 216 Fries Mill Road, Turnersville, NJ 08012, as Landlord.

### **WITNESSETH:**

1. For consideration of one hundred dollars (\$100.00), and as further set forth in this agreement, the Landlord does hereby lease and demise to the Tenant the following premises, being a portion of Block 87.01, Lot 3.02, known as Tuckahoe Road, Sewell, New Jersey, as shown on the Tax Map of Gloucester County, New Jersey (the "Leased Premises"), for a term of twenty-five (25) years (the "Term"), to erect and maintain a billboard on the Leased Premises. Since approvals are needed to erect the billboard, the leasehold shall begin when construction of the billboard has been completed and space on the billboard is sold for the first time, which shall be known as the Commencement Date. Upon those events occurring, Tenant will notify Landlord in writing of the Commencement Date. Thus, rental payments in accordance with paragraph 14 shall not be due until the billboard is constructed and the space on the billboard is sold for the first time, at which time the yearly rental of (see paragraph 14) shall be payable in equal quarterly installments at the office of the Landlord. At the end of the original term, Tenant shall have the option to renew for a term of ten (10) years under the same terms and conditions as set forth in this agreement. If Tenant wishes to exercise this option, they must give Landlord ninety (90) days' notice of their intention to renew.

2. The Tenant shall have the right to use the Leased Premises to erect, place and maintain one back-to-back, double-faced advertising sign structure at a size not to exceed 10.5-feet by 36-feet, depending upon approval of the municipality, and shall have the right to post, paint, illuminate and maintain advertisements on said structure. All structures, equipment and materials placed upon the said premises by the Tenant shall always remain the personal property of and may be removed by the Tenant at any time prior to or within a reasonable time after the expiration of the term hereof or any extension thereof. Depending on approval of the municipality, Tenant shall construct one (1) back-to-back, double-faced billboard, not to exceed 10.5-feet by 36-feet, to accommodate either static faces or digital faces.

(a) Throughout the term of the lease, Tenant shall have access to the sign across the property in order that Tenant shall be able to supply power to the sign as well as to construct and maintain the sign.

3. The total height of the Billboard shall not exceed fifty (50) feet.

4. Tenant shall save the Landlord harmless from all damage to persons or property by reason of accidents resulting from the negligent acts of its agents, employees or others employed in the construction, maintenance, repair or removal of its signs on the property.

5. Landlord agrees that he/she, his/her tenants, agents, employees, or other persons acting in his/her or their behalf shall not place or maintain any object on the property or on any neighboring property which would in any way obstruct or impair the view of Tenant's sign structure.

6. If at any time (a) the signs or structures of the Tenant on the Leased Premises shall be or become entirely or partially obscured or destroyed; or (b) the said Leased Premises shall be or become unsafe for the maintenance of the Tenant's structures thereon, or unable to support such structures; or (c) the value of the said structure for advertising purposes shall be or become diminished (for any reason, including because of a statewide or areawide shutdown/lockdown of businesses for any reason, such as a catastrophic health emergency or any natural or human-caused event which causes a general diminution of commerce); or (d) there be a temporary or permanent diversion of traffic from the street or streets adjacent to, or leading to or past the said premises, or a change in the direction of traffic on such street or streets; or (e) the Tenant be unable to obtain from the authorities having jurisdiction any necessary permit for the erection or maintenance of such sign or signs (of special or standard size, design and construction) as the Tenant may desire to construct or maintain for the purpose of its business; or (f) the Tenant be prevented by any present or future law or ordinance, or by the authorities having jurisdiction, from construction or maintaining on said premises such signs (of special or standard size, design and construction, as the Tenant may so desire to construct or maintain - then and in such event, at the option of the Tenant, this lease shall terminate on fifteen (15) days' notice in writing to the Landlord, and the Landlord agrees thereupon to return to the Tenant any rent paid in advance for the unexpired term; provided, however, that if the conditions described in (a), (b), (c) and (d) hereof, or any of them, shall at any time temporarily exist, then the Tenant shall at its option, in lieu of such termination of this lease, be entitled to pay to Landlord only Landlord's percentage share of the income collected during such time. Tenant shall be entitled to the return of any minimum and/or rent overage paid in advance to Landlord during such time.

7. This lease shall constitute the full, complete and sole agreement of the parties relating to the lease of the Leased Premises. Neither party will be bound by any statements, warranties, or promises, oral or written, unless such statements, warranties or promises are set forth, specifically in this Lease. Any modification to this Lease must first be in writing and executed by both parties.

8. In the event that any section or provision of this Lease is held invalid, then and in that event, all such other sections and provisions of this Lease not otherwise so declared shall be considered binding upon both parties.

9. The word "Landlord" as used herein shall include Landlords. This Lease is binding upon and inures to the benefit of the heirs, executors, successors and assigns of Tenant and Landlord.

10. In the event that a dispute arises between the parties as to the terms and conditions of this Lease, both parties hereby agree to be bound by the laws of the State of New Jersey. The Superior Court of Gloucester County shall decide such disputes in accordance with the laws of the State of New Jersey.

11. This Lease shall be executed in recordable form and shall be binding upon the successors, heirs and assigns of the Landlord and Tenant. It may be recorded in the Clerk's Office as notice of the terms of the Lease. Alternatively, a Memorandum of Lease which states that a Lease Agreement has been executed may be recorded in the Clerk's Office.

12. This Agreement shall not be assignable without the express written approval of the Landlord and shall then be binding upon and obligate the assignees and successors.

13. Landlord warrants that the subject premises are not presently under any other obligation to any other billboard company, individual or entity.

14. RENTAL: The Landlord shall receive a minimum guaranteed rental of \$36,000.00 annually in years 1 through 9 of the lease term, which does not begin until the billboard is constructed and the space on the billboard is sold for the first time, the Commencement Date. In years 10 through 19 of the lease, the Landlord shall receive an annual minimum guaranteed rental of \$40,000, and in years 20 through 25 of the lease, the Landlord shall receive an annual minimum guaranteed rental of \$42,000. Said guaranteed payments are to be made quarterly in the amount of \$9,000.00 per quarter for years 1 through 9 of the lease; in the amount of \$10,000 per quarter for years 10 through 19 of the lease; and in the amount of \$10,500 per quarter for years 20 through 25 of the lease. The Landlord shall receive 25% of the gross proceeds obtained from the billboard, less agency commission and/or State fee, for years 1 through 5 of the lease term; in years 6 through 10 of the lease term, Landlord shall receive 30% of the gross proceeds obtained from the billboard, less agency commission and/or State fee; and in years 11 through 25, the percentage of gross income that Landlord shall receive will increase to 35%. The quarterly guarantee shall be credited against the percentage sum.

The annual guarantee shall be credited against the Landlord's percentage of income as aforesaid, and the Landlord shall receive whichever is more – either the guarantee or the percentage – not a combination of both. Said guaranteed payments are to be made quarterly as the income is received. If the Commencement Date is not the first day of a calendar quarter, that quarter shall be pro-rated. The Landlord shall have the right to audit the contracts as to the billboard structure on the Leased Premises.

15. All contracts and permits as to the billboard structure on these premises shall be in the name of the Tenant.

16. Tenant shall have the right, at Tenant's discretion, and with notification to Landlord, to trim, prune and/or remove any trees that exist along the roadway on the Leased Premises, to enhance the view of the sign face, subject to applicable law, obtaining all required approvals and without violating the terms of any land use approvals for the Leased Premises. If removal of a tree or trees becomes necessary in the opinion of Tenant, Tenant shall be willing to replace any removed tree(s) with a tree(s) which are of a variety that do not typically grow to a height of over fifteen (15) feet. As to either sign face, Landlord agrees that no trees shall be planted on his property which could obstruct or minimize the view of either sign face.

17. This Lease may be executed in counterparts. Each fully executed counterpart shall be an original for all intents and purposes.

18. All notices, approvals, consents, demands, requests, or other communication ("Notices") whether permitted by, required by, or regarding the interpretation or performance of this Lease shall be written and shall identify the provision of the Lease to which it relates. All Notices shall be complete upon mailing, and shall be sent by postage pre-paid, certified mail, return receipt requested, addressed as follows:

**To the Landlord:**

Executive Director  
Washington Township Municipal Utilities Authority  
216 Fries Mill Road  
Turnersville, New Jersey 08012

**To the Tenant:**

Garden State Outdoor, L.L.C.  
ATTN: Adam Burkett  
1555 Zion Road, Suite 203  
Northfield, NJ 08225

*With a copy to:*

Dasti, McGuckin, McNichols, Connors, Anthony &  
Buckley  
620 West Lacey Road  
Forked River, NJ 08731  
Attn: Jerry Dasti

*With a copy to:*

Adam Burkett  
246 Mystic Drive  
Egg Harbor Township, NJ 08234

IN WITNESS WHEREOF, the undersigned Parties, by their duly authorized representatives, pursuant to a validly adopted resolution, have affixed their signatures and seals to execute this Lease as of the date written at the top of the first page.

Landlord: **WASHINGTON TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

By: Elizabeth S. Rogale  
Signature

Print Name: Elizabeth S. Rogale

Date: 6/4/25

Tenant: GARDEN STATE OUTDOOR L.L.C.

By: Adam Burkett  
Signature

Print Name: ADAM BURKETT

Date: 6/30/2025

STATE OF NEW JERSEY

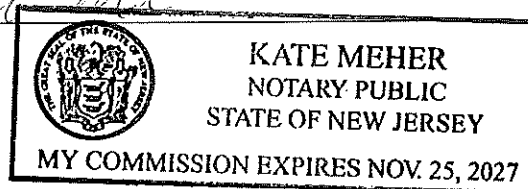
SS:

COUNTY OF GLoucester

I CERTIFY THAT on JUNE 4, 2025, ELIZABETH S. ROGALE,  
personally came before me and acknowledged  
under oath to my satisfaction that this person:

- (a) is an EXEC DIR/CFO of the WASHINGTON TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY, and personally signed this document on  
behalf of said entity; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Kate Meher



STATE OF New Jersey

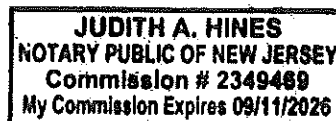
SS:

COUNTY OF ATLANTIC

I CERTIFY THAT on MAY 30, 2025, ADAM BURKETT,  
personally came before me and acknowledged  
under oath to my satisfaction that this person:

- (a) is a Member of GARDEN STATE OUTDOOR, L.L.C., and personally signed this  
document on behalf of said Company; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Judith A. Hines



**GARDEN STATE OUTDOOR, L.L.C.**

**1555 Zion Road, Suite 203**

**Northfield, NJ 08225**

**Telephone: (609) 340-0040**

**Fax: (609) 340-8830**

April 14, 2025

**Hand-Delivered**

Mr. Matthew Mallon, Superintendent  
Washington Township Municipal  
Utilities Authority  
216 Fries Mill Road  
Turnersville, NJ 08012

RE: Request for Bids and Official Bid Package for Outdoor Advertising Lease  
of Real Property Owned by the Washington Township Municipal Utilities  
Authority (WTMUA)

Dear Mr. Mallon:

Please accept this letter and enclosures as a response to your Request for Bids as to the  
above-referenced project, which submission is due on Wednesday, April 16, 2025, @ 10  
a.m.

**BID PACKAGE**

Garden State Outdoor, L.L.C., is submitting this proposal on the above-referenced  
Request for Bids as to the following:

Bidder proposes to build one (1) back-to-back, double-faced advertising sign structure at a  
size not to exceed 10.5-feet by 36-feet, at a height not to exceed 50 feet, to accommodate  
either static faces or digital faces, depending upon approval of the municipality. The sign  
shall be located on a portion of property owned by the WTMUA located at Block 87.01,  
Lot 3.02, known as Tuckahoe Road, Sewell, New Jersey, as shown on the Tax Map of  
Gloucester County, NJ.

Bider proposes to render unto the WTMUA a Minimum Annual Guaranteed rental of  
\$36,000 against twenty-five percent (25%) of the gross income obtained from the sign,  
less agency commissions and/or State fees, for years 1 through 5 of the term of the lease.  
In years 6 through 10, Bidder proposes increasing the percentage of gross income to 30%  
and increasing the Minimum Annual Guarantee from \$36,000 to \$40,000 in years 10  
through 19 of the lease. In year 11 through year 25, Bidder proposes increasing the  
percentage of gross income from 30% to 35% and proposes increasing the Minimum  
Annual Guarantee from \$40,000 to \$42,000 for years 20 through 25 of the lease.

## **GARDEN STATE OUTDOOR, L.L.C.**

Mr. Matthew Mallon, Superintendent  
Washington Township Municipal  
Utilities Authority  
April 14, 2025  
Page 2

Upon an award of this bid to Bidder, Bidder shall accept all of the terms and conditions set forth in the Lease Agreement that the WTMUA has proposed as part of this Bid Package, with enhancements to WTMUA's proposal as set forth in the paragraph of this proposal immediately above. (SEE EXHIBIT K attached hereto.)

### **UNDERSTANDING OF SCOPE OF WORK**

As to the proposal which Garden State Outdoor is hereby submitting to the Washington Township Municipal Utilities Authority (the "WTMUA"), the best indication of Garden State Outdoor's understanding of the Scope of Work is the fact that Garden State Outdoor has, for the past 31 years, maintained a successful outdoor advertising business involving multiple billboard locations.

Garden State Outdoor is committed to a cooperative effort with the WTMUA to apply to the NJ Department of Transportation for an NJDOT outdoor advertising permit. Garden State Outdoor's high standards of excellence and experience in the outdoor industry will benefit the WTMUA in its efforts to maximize the income from the sign. Garden State Outdoor will aggressively sell advertising space in such a way that maximizes revenue from national, regional and local sources.

### **KEY POINTS OF PROPOSER'S QUALIFICATIONS & EXPERIENCE**

Since its inception in 1994, Garden State Outdoor has been in numerous contractual arrangements with public and private entities, including the WTMUA, and currently has public/private partnerships with the South Jersey Transportation Authority (SJTA) and NJ Transit to manage the sale of space on multiple billboard locations. Therefore, if Garden State Outdoor were awarded a contract by the WTMUA to build and manage this billboard, Garden State Outdoor would construct this billboard and, thereafter, would efficiently and effectively handle the posting of the advertising on the billboard as necessary, the collection of payments from advertisers, the appropriate remittances due to the WTMUA and/or its assignees and the required submission of accountings to the WTMUA.



## **GARDEN STATE OUTDOOR, L.L.C.**

Mr. Matthew Mallon, Superintendent  
Washington Township Municipal  
Utilities Authority  
April 14, 2025  
Page 3

Garden State Outdoor offers a unique business plan to the WTMUA. It is unique because the two principals of Garden State Outdoor, Adam Burkett and Emanuel L. Levin, along with Gabrielle Burkett, Garden State's experienced director of billboard sales and marketing, will be the primary three people with responsibility as to the sale of the billboard advertising. Gabrielle will work with national, regional and local advertising agencies to achieve our customary outstanding sales results. All three of these individuals work out of Garden State's Northfield, New Jersey, office. Mr. Burkett and Mr. Levin are available to personally manage or oversee all situations and are, in fact, owner/operators. They understand that the need of the WTMUA is essentially the maximization of income and protecting the WTMUA from involvement in any difficulties. Mr. Burkett and Mr. Levin have proven over the years that they run a business in an ethical manner where integrity is considered a keystone of their business. Between them, they have all of the expertise needed to accomplish the tasks required in this project. As the owners/operators of both Garden State Outdoor, L.L.C., and its associate company Camden Outdoor, L.L.C., they have a significant amount of business in the South Jersey area.

Garden State Outdoor, L.L.C., is, therefore, uniquely qualified to accomplish the tasks required of it in the performance of this contract. In addition, Garden State Outdoor has a full staff consisting of secretaries, sales staff and a bookkeeper to be able to meet all the needs that are required in the operation of its business. Mr. Burkett and Mr. Levin have over 30 years of experience as partners in running their various billboard companies. Prior to their collaborative billboard enterprises, which began in 1994, Mr. Burkett started his career in the billboard industry more than 40 years ago, and Mr. Levin began practicing law in 1971.

At its most fundamental, this is a contract that deals with the ability to construct the billboard, sell the faces, maintain the sign faces as necessary, and collect the payment for the faces as due. Garden State Outdoor has been doing this for years and, if awarded this contract, will continue its competent execution of its obligations on behalf of the WTMUA.

Garden State Outdoor feels that it is submitting a comprehensive plan that meets the needs of the WTMUA and maximizes income flow to the WTMUA.

## GARDEN STATE OUTDOOR, L.L.C.

Mr. Matthew Mallon, Superintendent  
Washington Township Municipal  
Utilities Authority  
April 14, 2025  
Page 4

This bid package is respectfully submitted by Garden State Outdoor, LLC.

GARDEN STATE OUTDOOR, LLC

Dated: \_\_\_\_\_

4/14/2025

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

  
Adam Burkett, Managing Member

**PROPOSAL TO**  
**WASHINGTON TOWNSHIP**  
**MUNICIPAL UTILITIES AUTHORITY**

**RE: Request for Bids and Official Bid Package for Outdoor Advertising  
Lease of Real Property Owned by the Washington Township  
Municipal Utilities Authority (WTMUA)**

**DUE DATE: Wednesday, April 16, 2025 @ 10 a.m.**

**SUBMITTED BY:**

**GARDEN STATE OUTDOOR, L.L.C.**  
1555 Zion Road, Suite 203, Northfield, NJ 08225  
PH: (609) 340-0040 \* FAX: (609) 340-8830

## **QUALIFICATIONS AND EXPERIENCE OF COMPANY**

Garden State Outdoor, LLC, and its affiliate company, Camden Outdoor, L.L.C., have been in existence since 1994. The main office of Garden State Outdoor, L.L.C., is Suite 203, 1555 Zion Road, Northfield, NJ 08225. The two principals of Garden State Outdoor, L.L.C., are Adam Burkett and Emanuel L. Levin, Esquire.

Adam Burkett has been involved in the outdoor advertising industry for over 40 years, having worked in the outdoor industry in Texas, Nevada, New Jersey and various other states. His expertise and the combination of his expertise in the outdoor advertising industry and Mr. Levin's expertise in land use formed Garden State Outdoor, L.L.C. In addition, Mr. Burkett and Mr. Levin also own Camden Outdoor, L.L.C. The two companies, owned by Mr. Burkett and Mr. Levin, now own and operate over one-third of the billboards on the Atlantic City Expressway.

Mr. Levin has been an attorney practicing law in Atlantic City, New Jersey, since 1971. He has been involved in the outdoor advertising industry for the last 31 years. In the past, he has served as president of the New Jersey Outdoor Advertising Association of New Jersey. His peers within the outdoor industry recognized his fundamental expertise and knowledge within the industry and asked him to head their trade organization. Mr. Levin further had a strong reputation within the legal community in the real estate and land use field. Before going full-time into the outdoor advertising industry, he had been Of Counsel to the firm of Cooper Levenson from 1984 to 1995.

Both principals work out of the Northfield, NJ, office and are readily available to solve and deal with all situations as they arise. Their companies (Garden State Outdoor, L.L.C., and Camden Outdoor, L.L.C.), have been able to maintain nearly 100% occupancy over the entire period of time that their boards have been in existence. They have been able to obtain maximum revenue within the parameters of the revenue that could be obtained for the various sign locations.

They are fully aware of the rates that can be charged for various locations. They have been able to and will continue to be able to receive top dollar for all of the boards that are under their control. The Washington Township Municipal Utilities Authority would be able to maximize its income because of the expertise of Mr. Burkett and Mr. Levin.

Mr. Burkett's and Mr. Levin's companies have always maintained high graphic standards for all materials that have been displayed on the billboards that they maintain. There have been no problems as far as either the visual presentation of their billboards or the actual functioning of their billboards, and Mr. Burkett and Mr. Levin plan to maintain the same high standards in the future that their companies have maintained in the past.

Mr. Burkett and Mr. Levin have also managed the construction of all of their boards throughout the years, some of them being particularly difficult builds requiring multiple levels of permitting and, in some situations, requiring CAFRA and DEP approvals.

GARDEN STATE OUTDOOR, LLC

Dated: 4/14/2025

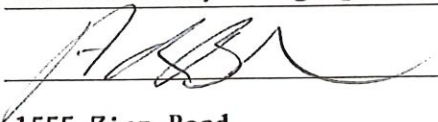
By:   
Adam Burkett, Managing Member

**EXHIBIT A  
BIDDER'S PROPOSAL**

The undersigned bidder(s) certifies that he/she has read the Public Notice, Specifications for Request for Bids, and all required attached forms ("Official Bid Package") and agrees, if this proposal is accepted, to enter into an Outdoor Advertising Lease Agreement with the Washington Township Municipal Utilities Authority substantially in the form attached and including the following:

Monthly rent shall be the greater of:

- (a) \$9,000.00 per quarter; or
- (b) Twenty (20%) percent of the gross proceeds;
- (c) For an initial term of twenty-five (25) years.

Name of Individual/Entity/Trade Name:	<u>Garden State Outdoor, L.L.C.</u>
Owner/Partner/Officer Name and Title:	<u>Adam Burkett, Managing Member</u>
Signature:	<u></u>
Street Address:	<u>1555 Zion Road</u>
City/State/Zip Code:	<u>Northfield, NJ 08225</u>
Telephone:	<u>(609) 340-0040</u>
Fax:	<u>(609) 340-8830</u>
Email Address:	<u>aburkett@gardenstateoutdoor.com</u>
Date:	<u>4/14/2025</u>

**EXHIBIT B**

**LEASE**

**AGREEMENT OF LEASE** made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between \_\_\_\_\_, whose address is \_\_\_\_\_, as Tenant, and the **WASHINGTON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY**, whose mailing address is 152 Whitman Drive, Turnersville, NJ 08012, as Landlord.

**WITNESSETH:**

1. For consideration of one hundred dollars (\$100.00), and as further set forth in this agreement, the Landlord does hereby lease and demise to the Tenant the following premises, being a portion of Block 87.01, Lot 3.02, known as Tuckahoe Road, Sewell, New Jersey, as shown on the Tax Map of Gloucester County, New Jersey (the "Leased Premises"), for a term of twenty-five (25) years (the "Term"), to erect and maintain a billboard on the Leased Premises. Since approvals are needed to erect the billboard, the leasehold shall begin when construction of the billboard has been completed and space on the billboard is sold for the first time, which shall be known as the Commencement Date. Upon those events occurring, Tenant will notify Landlord in writing of the Commencement Date. Thus, rental payments in accordance with paragraph 14 shall not be due until the billboard is constructed and the space on the billboard is sold for the first time, at which time the yearly rental of (see paragraph 14) shall be payable in equal quarterly installments at the office of the Landlord. At the end of the original term, Tenant shall have the option to renew for a term of ten (10) years under the same terms and conditions as set forth in this agreement. If Tenant wishes to exercise this option, they must give Landlord ninety (90) days' notice of their intention to renew.

2. The Tenant shall have the right to use the Leased Premises to erect, place and maintain one back-to-back, double-faced advertising sign structure at a size not to exceed 10.5-feet by 36-feet, depending upon approval of the municipality, and shall have the right to post, paint, illuminate and maintain advertisements on said structure. All structures, equipment and materials placed upon the said premises by the Tenant shall always remain the personal property of and may be removed by the Tenant at any time prior to or within a reasonable time after the expiration of the term hereof or any extension thereof. Depending on approval of the municipality, Tenant shall construct one (1) back-to-back, double-faced billboard, not to exceed 10.5-feet by 36-feet, to accommodate either static faces or digital faces.

(a) Throughout the term of the lease, Tenant shall have access to the sign across the property in order that Tenant shall be able to supply power to the sign as well as to construct and maintain the sign.

3. The total height of the Billboard shall not exceed fifty (50) feet.

4. Tenant shall save the Landlord harmless from all damage to persons or property by reason of accidents resulting from the negligent acts of its agents, employees or others employed in the construction, maintenance, repair or removal of its signs on the property.

5. Landlord agrees that he/she, his/her tenants, agents, employees, or other persons acting in his/her or their behalf shall not place or maintain any object on the property or on any neighboring property which would in any way obstruct or impair the view of Tenant's sign structure.

6. If at any time (a) the signs or structures of the Tenant on the Leased Premises shall be or become entirely or partially obscured or destroyed; or (b) the said Leased Premises shall be or become unsafe for the maintenance of the Tenant's structures thereon, or unable to support such structures; or (c) the value of the said structure for advertising purposes shall be or become diminished (for any reason, including because of a statewide or areawide shutdown/lockdown of businesses for any reason, such as a catastrophic health emergency or any natural or human-caused event which causes a general diminution of commerce); or (d) there be a temporary or permanent diversion of traffic from the street or streets adjacent to, or leading to or past the said premises, or a change in the direction of traffic on such street or streets; or (e) the Tenant be unable to obtain from the authorities having jurisdiction any necessary permit for the erection or maintenance of such sign or signs (of special or standard size, design and construction) as the Tenant may desire to construct or maintain for the purpose of its business; or (f) the Tenant be prevented by any present or future law or ordinance, or by the authorities having jurisdiction, from construction or maintaining on said premises such signs (of special or standard size, design and construction, as the Tenant may so desire to construct or maintain - then and in such event, at the option of the Tenant, this lease shall terminate on fifteen (15) days' notice in writing to the Landlord, and the Landlord agrees thereupon to return to the Tenant any rent paid in advance for the unexpired term; provided, however, that if the conditions described in (a), (b), (c) and (d) hereof, or any of them, shall at any time temporarily exist, then the Tenant shall at its option, in lieu of such termination of this lease, be entitled to pay to Landlord only Landlord's percentage share of the income collected during such time. Tenant shall be entitled to the return of any minimum and/or rent overage paid in advance to Landlord during such time.

7. This lease shall constitute the full, complete and sole agreement of the parties relating to the lease of the Leased Premises. Neither party will be bound by any statements, warranties, or promises, oral or written, unless such statements, warranties or promises are set forth, specifically in this Lease. Any modification to this Lease must first be in writing and executed by both parties.

8. In the event that any section or provision of this Lease is held invalid, then and in that event, all such other sections and provisions of this Lease not otherwise so declared shall be considered binding upon both parties.

9. The word "Landlord" as used herein shall include Landlords. This Lease is binding upon and inures to the benefit of the heirs, executors, successors and assigns of Tenant and Landlord.

10. In the event that a dispute arises between the parties as to the terms and conditions of this Lease, both parties hereby agree to be bound by the laws of the State of New Jersey. The Superior Court of Gloucester County shall decide such disputes in accordance with the laws of the State of New Jersey.



11. This Lease shall be executed in recordable form and shall be binding upon the successors, heirs and assigns of the Landlord and Tenant. It may be recorded in the Clerk's Office as notice of the terms of the Lease. Alternatively, a Memorandum of Lease which states that a Lease Agreement has been executed may be recorded in the Clerk's Office.

12. This Agreement shall not be assignable without the express written approval of the Landlord and shall then be binding upon and obligate the assignees and successors.

13. Landlord warrants that the subject premises are not presently under any other obligation to any other billboard company, individual or entity.

14. RENTAL: The Landlord shall receive a minimum guaranteed rental of \$36,000.00 annually which does not begin until the billboard is constructed and the space on the billboard is sold for the first time, the Commencement Date. Said guaranteed payments are to be made quarterly in the amount of \$9,000.00 per quarter. The Landlord shall receive 20% of the gross proceeds obtained from the billboard, less agency commission and/or State fee for the term of the lease. The quarterly guarantee shall be credited against the percentage sum.

The annual guarantee shall be credited against the Landlord's percentage of income as aforesaid, and the Landlord shall receive whichever is more – either the guarantee or the percentage – not a combination of both. Said guaranteed payments are to be made quarterly in the amount of \$9,000.00 as the income is received. If the Commencement Date is not the first day of a calendar quarter, that quarter shall be pro-rated. The Landlord shall have the right to audit the contracts as to the billboard structure on the Leased Premises.

15. All contracts and permits as to the billboard structure on these premises shall be in the name of the Tenant.

16. Tenant shall have the right, at Tenant's discretion, and with notification to Landlord, to trim, prune and/or remove any trees that exist along the roadway on the Leased Premises, to enhance the view of the sign face, subject to applicable law, obtaining all required approvals and without violating the terms of any land use approvals for the Leased Premises. If removal of a tree or trees becomes necessary in the opinion of Tenant, Tenant shall be willing to replace any removed tree(s) with a tree(s) which are of a variety that do not typically grow to a height of over fifteen (15) feet. As to either sign face, Landlord agrees that no trees shall be planted on his property which could obstruct or minimize the view of either sign face.

17. This Lease may be executed in counterparts. Each fully executed counterpart shall be an original for all intents and purposes.

18. All notices, approvals, consents, demands, requests, or other communication ("Notices") whether permitted by, required by, or regarding the interpretation or performance of this Lease shall be written and shall identify the provision of the Lease to which it relates. All Notices shall be complete upon mailing, and shall be sent by postage pre-paid, certified mail, return receipt requested, addressed as follows:

**To the Landlord:**

Executive Director  
Washington Township Municipal Utilities Authority  
152 Whitman Drive  
Turnersville, New Jersey 08012

**To the Tenant:**

*With a copy to:*

Marmero Law, LLC  
44 Euclid Street  
Woodbury, NJ 08096

*With a copy to:*

**IN WITNESS WHEREOF**, the undersigned Parties, by their duly authorized representatives, pursuant to a validly adopted resolution, have affixed their signatures and seals to execute this Lease as of the date written at the top of the first page.

Landlord: **WASHINGTON TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY**

Tenant: \_\_\_\_\_

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

STATE OF \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

I CERTIFY THAT on \_\_\_\_\_, 2025, \_\_\_\_\_,  
\_\_\_\_\_ personally came before me and acknowledged  
under oath to my satisfaction that this person:

(a) is a \_\_\_\_\_ of the WASHINGTON TOWNSHIP  
MUNICIPAL UTILITIES AUTHORITY, and personally signed this document on  
behalf of said entity; and

(b) signed, sealed and delivered this document as his or her act and deed.

\_\_\_\_\_

STATE OF \_\_\_\_\_

SS:

COUNTY OF \_\_\_\_\_

I CERTIFY THAT on \_\_\_\_\_, 2025, \_\_\_\_\_,  
\_\_\_\_\_ personally came before me and acknowledged  
under oath to my satisfaction that this person:

(a) is a Member of \_\_\_\_\_, and personally signed this document on  
behalf of said Company; and

(b) signed, sealed and delivered this document as his or her act and deed.

\_\_\_\_\_

## EXHIBIT C

### AFFIRMATIVE ACTION COMPLIANCE NOTICE N.J.S.A. 10:5-31 and N.J.A.C. 17:27

#### GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.1 et seq. and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27-1 et seq.

COMPANY: Garden State Outdoor, L.L.C.

SIGNATURE: 

PRINT NAME: Adam Burkett

TITLE: Managing Member

DATE: 4/14/2025

## **EXHIBIT D**

### **MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127), N.J.A.C. 17:27**

#### **GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to employ minority and women workers consistent with the applicable county employment goals established in accordance with N.J.A.C. 17:27-5.2, or a binding determination of the applicable county employment goals determined by the Division, pursuant to N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status,

affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Div. of Contract Compliance & EEO as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Div. of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

## EXHIBIT E

### AMERICANS WITH DISABILITIES ACT OF 1990 Equal Opportunity for Individuals with Disability

The contractor and the Washington Township Municipal Utilities Authority, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. *5121 01* et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

**EXHIBIT F**

**STOCKHOLDER DISCLOSURE CERTIFICATION**  
**This Statement Shall Be Included with Bid Submission**

**Name of Business** Garden State Outdoor, L.L.C.

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

If a corporation owns all or part of the stock of the corporation or partnership submitting the bid, then the statement shall include a list of the stockholders who own 10% or more of the stock of any class of that owning corporation. If no one owns 10% or more stock, attest to that.

**Check the box that represents the type of business organization:**

- ☐ Partnership                      ☐ Corporation                      ☐ Sole Proprietorship  
☐ Limited Partnership                      ☒ Limited Liability Corporation                      ☐ Limited Liability Partnership  
☐ Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name: Adam Burkett

Home Address: 246 Mystic Drive

Egg Harbor Township, NJ 08234

Name: Emanuel L. Levin

Home Address: 309 Sycamore Ave.

Merion Station, PA 19066

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

\_\_\_\_\_




Subscribed and sworn before me this 14<sup>th</sup> day of  
April, 20 25.

(Notary Public)

My Commission expires:

**JUDITH A. HINES**  
NOTARY PUBLIC OF NEW JERSEY  
Commission # 2349489  
My Commission Expires 09/11/2026

  
(Affiant)

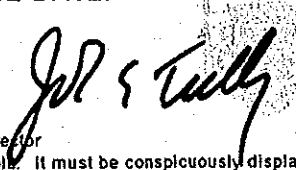
Adam Burkett, Managing Member  
(Print name & title of affiant)

(Corporate Seal)

# EXHIBIT G

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-D
Name of Form:	BUSINESS REGISTRATION CERTIFICATE
Statutory Reference:	N.J.S.A. 52:32-44 (P.L. 2004, c.57)
Instructions Reference	Statutory and Other Requirements VII-D
Description:	Contractor must provide State Division of Revenue issued Business Registration Certificate with the bid submission.

Detailed information on this requirement is found in Division of Local Government Services Local Finance Notices 2004-17 (8/6/04), 2004-24 (11/1/04), 2005-12 (4/27/05) and on the Division web site at [www.nj.gov/dca/lgs/lpcl](http://www.nj.gov/dca/lgs/lpcl). These resources and a Frequently Asked Questions resource should be consulted when questions arise.

<b>STATE OF NEW JERSEY</b> <b>BUSINESS REGISTRATION CERTIFICATE</b>		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
<b>TAXPAYER NAME:</b> <b>GARDEN STATE OUTDOOR LLC</b>	<b>TRADE NAME:</b>	
<b>ADDRESS:</b> <b>1125 ATLANTIC AVE 3RD FL SUITE</b> <b>ATLANTIC CITY NJ 08401</b>	<b>SEQUENCE NUMBER:</b> <b>1148967</b>	
<b>EFFECTIVE DATE:</b> <b>01/29/99</b>	<b>ISSUANCE DATE:</b> <b>05/09/05</b>	
<b>FORM-BRC(08-01)</b>	 Director	
This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.		



# EXHIBIT I

## BID DOCUMENT CHECKLIST

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input checked="" type="checkbox"/>	Bidder's Proposal	✓ AR
<input checked="" type="checkbox"/>	Outdoor Advertising Lease Agreement	✓ AR
<input checked="" type="checkbox"/>	Affirmative Action Compliance Notice	✓ AR
<input checked="" type="checkbox"/>	Mandatory Equal Opportunity Employment Language	✓ AR
<input checked="" type="checkbox"/>	Americans with Disabilities Act of 1990 Language	✓ AR
<input checked="" type="checkbox"/>	Stockholder Disclosure Certification	✓ AR
<input checked="" type="checkbox"/>	Business Registration Certificate Form with Valid Certificate Attached	✓ AR
<input checked="" type="checkbox"/>	Non-Collusion Affidavit	✓ AR
<input checked="" type="checkbox"/>	Bid Document Checklist	✓ AR
<input checked="" type="checkbox"/>	Copy of Valid and Current New Jersey Department of Transportation Outdoor Advertising License	✓ AR
<input type="checkbox"/>	EXHIBIT K- OUTDOOR ADVTG. REVENUE PROPOSAL	
<input type="checkbox"/>		
<input type="checkbox"/>		

# State of New Jersey Department of Transportation

## Outdoor Advertising License

Dealer Number – 133580

License Number: 0181

Expires: 05/15/2026


This license is issued, under the provisions of Chapter 13, Act 1991, to the company / person(s) named below, who is / are hereby duly authorized to engage in the business of outdoor advertising in the State of New Jersey. The holder of this license has agreed to comply with all of the provisions of the Roadside Sign Control and Outdoor Advertising Act (NJSA 17:27-28.1) as amended, and all regulations promulgated pursuant thereto.

This license is not transferable. It shall be in effect through the date shown above, unless revoked sooner for cause.

**Adam Burkett**  
**Garden State Outdoor, LLC**  
**2 Convention Boulevard, Suite 100**  
**Atlantic City, NJ 08401**

Date of Issue – 05/01/2023

By:

  
 Application Supervisor

Fee Paid: \$150.00

for the Commissioner, NJDOT

# EXHIBIT K

## OUTDOOR ADVERTISING REVENUE Minimum Annual Guarantee/Percentage Share Proposal Form

Year	Contractor Proposed Minimum Annual Guaranteed Rent	Contractor Proposed Share Percentage to WTMUA
1	\$36,000	25 % of Gross Revenue *
2	\$36,000	25% of Gross Revenue
3	\$36,000	25% of Gross Revenue
4	\$36,000	25% of Gross Revenue
5	\$36,000	25% of Gross Revenue
6	\$36,000	30% of Gross Revenue
7	\$36,000	30% of Gross Revenue
8	\$36,000	30% of Gross Revenue
9	\$36,000	30% of Gross Revenue
10	\$40,000	30% of Gross Revenue
11	\$40,000	35% of Gross Revenue
12	\$40,000	35% of Gross Revenue
13	\$40,000	35% of Gross Revenue
14	\$40,000	35% of Gross Revenue
15	\$40,000	35% of Gross Revenue
16	\$40,000	35% of Gross Revenue
17	\$40,000	35% of Gross Revenue
18	\$40,000	35% of Gross Revenue
19	\$40,000	35% of Gross Revenue
20	\$42,000	35% of Gross Revenue
21	\$42,000	35% of Gross Revenue
22	\$42,000	35% of Gross Revenue
23	\$42,000	35% of Gross Revenue
24	\$42,000	35% of Gross Revenue
25	\$42,000	35% of Gross Revenue

\* Gross Revenue is defined as gross income obtained from the billboard, less agency commission and/or State fee.



**RESOLUTION 2025 -043**

**RESOLUTION OF THE WASHINGTON TOWNSHIP MUNICIPAL  
UTILITIES AUTHORITY TO ENTER INTO A CLOSED SESSION  
TO DISCUSS CONTRACT NEGOTIATIONS AND PERSONNEL**

**WHEREAS**, the Washington Township Municipal Utilities Authority, a duly constituted public body in the County of Gloucester, State of New Jersey ("Authority"), has determined that there is a need to discuss the following subject(s) in closed session:

CONTRACT NEGOTIATIONS  
PERSONNEL

**NOW THEREFORE BE IT RESOLVED**, upon property motion and vote at a public meeting by the Washington Township Municipal Utilities Authority, in the County of Gloucester, State of New Jersey as follows:

1. The Authority entered into closes session to discuss the topic(s) above on May 27, 2025.
2. The closed session minutes may be made available to the public shortly after the Authority adopts them by proper motion and vote.

**ADOPTED** by Washington Township Municipal Utilities Authority on April 28, 2025.

**ATTEST:**

**WASHINGTON TOWNSHIP MUNICIPAL  
UTITLITIES AUTHORITY**

  
\_\_\_\_\_  
**Keith Ludwig, Secretary/Treasurer**

  
\_\_\_\_\_  
**Scott Behm, Chairman**

**RESOLUTION 2025 – 044**

**RESOLUTION OF THE WASHINGTON TOWNSHIP MUNICIPAL  
UTILITIES AUTHORITY APPROVING JUNETEENTH AS A HOLIDAY FOR 2025**

**WHEREAS**, the Washington Township Municipal Utilities Authority, a duly constituted public body in the County of Gloucester, State of New Jersey (“Authority”), has determined that it would approve Juneteenth as a holiday for 2025; and

**NOW THEREFORE BE IT RESOLVED**, the Authority hereby approves the decision to institute Juneteenth as a holiday for 2025.

**ADOPTED** by Washington Township Municipal Utilities Authority on April 28, 2025

**ATTEST:**

**WASHINGTON TOWNSHIP MUNICIPAL  
UTILITIES AUTHORITY**

  
\_\_\_\_\_  
**Keith Ludwig, Secretary/Treasurer**

  
\_\_\_\_\_  
**Scott Behm, Chairman**