

EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY
Minutes of Regular Meeting
Thursday December 20, 2018 @ 7:30 P.M.

The regular monthly meeting of the East Windsor Municipal Utilities Authority was held on Thursday December 20, 2018 at the Administration Building on 7 Wiltshire Drive and called to order by Chairperson Moore at 7:30 P.M.

The following Members were present:

Linda L. Moore
Leonard Millner
Marc Lippman
Marc Platizky
Steve Kurs
Bill Lawler

Absent: Michael Shifman

Also present: Edwin W. Schierer, Esq., of Mason, Griffin & Pierson
David Klemm, Mott Mac Donald
Ronald Ghrist, Finance Officer
Richard Brand, Executive Director
Clark Wolverton, Operations Manager
James Mackie, Assistant Operations Manager
Susan Pretz, Board Secretary

Chairperson Moore requested that the Public Notice be read. The secretary read the statement stating that the agenda for this meeting was e-mailed to the Windsor Hights Herald and Trenton Times on Tuesday December 11, 2018. An agenda was posted on the official bulletin board of the Authority and delivered to the Township Clerk for posting on the bulletin board at the East Windsor Township Municipal Complex on Wednesday, December 14, 2018. Chairperson Moore then asked for a roll call after which she asked if any Member had any objection to holding this meeting as advertised. No one objected.

Chairperson Moore asked if there was anyone present that would like to speak on any issue not on today's agenda. Hearing no one Chairperson Moore closed the public portion of the meeting.

Chairperson Moore asked if there were any general topics from the board members for discussion. Mr. Kurs said that the Windsor Heights Herald newspaper changed their name to, the Cranbury Press Windsor-Hights Herald. This change will be made going forward.

Mr. Brand said our JIFF bill for the year of 2018 was \$184,282.00 paid in two installments of \$92,141.00, and for this year 2019 the JIFF bill has gone down for a new total of \$166,966.00 paid in two installments of \$83,483.00. that's a savings of \$17,316.00 for the year. This savings is due to our Workmen's Comp history.

Mr. Brand asked the Board to please try to complete the Ethics Webinar (instructions provided) at their earliest convenience. He went on to explain that anyone who completes the webinar the MUA will receive a credit of \$250.00 per person which will be applied to our insurance premium.

Chairperson Moore wanted to let the board know about a reward that Mr. Brand received while in Texas. He received the MAB (Municipal Advisory Board) award for outstanding leadership in a municipality, Congratulations Rich Brand!

Chairperson Moore asked if anyone has any questions or concerns about the Cranbury Shared Service Agreement. Mr. Millner asked Mr. Brand how he came up with the calculation for the increase. Mr. Brand explained that it's a 2-year contract with a option for additional 2-year extension. The first-year increase is at 3 ½% and every year after that a 2% increase. The calculations were based on increase in salaries, manhours, vehicle maintenance and fuel. With the Board being satisfied Chairperson Moore asked for approval of the Cranbury Shared Service agreement Resolution #2018-28. Mr. Kurs made the motion, seconded by Mr. Millner and unanimously carried.

**EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY
COUNTY OF MERCER, STATE OF NEW JERSEY**

Resolution No. 2018-28

**RESOLUTION AWARDING SHARED SERVICE AGREEMENT WITH CRANBURY
TOWNSHIP PROVIDING SEWER MAINTENANCE**

WHEREAS, the East Windsor Municipal Utilities Authority (“Authority”) has determined that it would be appropriate to enter into a Shared Services Agreement, as authorized by N.J.S.A. 40A:65-1 et seq., with the Township of Cranbury (“Township”) to provide sewage collection and transmission service maintenance; and

WHEREAS, EWMUA is charged with the responsibility, of providing sewage collection and transmission services within Cranbury’s service area for discharge to and treatment by the Middlesex County Utilities Authority; and

WHEREAS, Cranbury owns and operates, within its municipal boundaries, six pump stations, various force mains and approximately seventeen miles of gravity collection mains for the collection and transmission of sewage (hereinafter, the “Sewer System”) for discharge to and treatment by the Middlesex County Utilities Authority; and

WHEREAS, Cranbury has determined that it is in the best interests for EWMUA to provide regular and emergency operation and maintenance for its Sanitary Sewer System; and

WHEREAS, EWMUA is able to provide the services required by Cranbury and has agreed to do so; and

WHEREAS, N.J.S.A. 40A:65-1 et seq. authorizes EWMUA and Cranbury to enter into agreement for the provision of any service which parties are empowered to render within their own jurisdictions.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants contained herein, and for good and valuable consideration in hand received, it is hereby agreed by and between EWMUA and Cranbury as follows:

1. For the lump sum price of One Hundred Thirty Seven Thousand Seven Hundred Thirty one dollar and 76 /100 (\$137,731.76) per year one (1) the EWMUA shall provide certain routine and emergency maintenance services related to Cranbury’s Sewer System, as described in Schedule A, attached hereto and made a part hereof. Such services shall not exceed Eight Hundred and Eighty Two (882) total man-hours per year. These services shall be provided by EWMUA on a 24-hour per day, 365-day per year basis. For the purposes of this Agreement, “routine and emergency maintenance services” shall be defined only as those services described in Schedule A and do not include services not

specifically described therein, including capital improvements, main extensions or the construction of new facilities. EWMUA may bill Cranbury for any work under this agreement in excess of Eight Hundred and Eighty Two (882) total man-hours per year at the rates set forth under Other Billable Costs under schedule B attached hereto, provided that EWMUA has first advised Cranbury in writing that it has met the total annual allotted man hours set forth in this Agreement.

2. It shall be the responsibility of Cranbury to notify EWMUA of any emergency services that may be required. Once EWMUA has been notified of an emergency situation, it shall be within the discretion of EWMUA and the Cranbury Township Engineer as to the method and manner of repair, including the provision of necessary workers, the purchase of parts, the use of equipment, the use of outside contractors that have been awarded through the Cranbury's bid process or any other matters deemed reasonable and necessary by EWMUA and the Cranbury Township Engineer.
3. Cranbury shall pay EWMUA the lump sum price for the performance of the routine and scheduled maintenance services described in Schedule A. All emergency repairs, parts and equipment performed in addition to the maintenance services described in Schedule A, shall be billed and paid in accordance with the Schedule of Charges contained in Schedule B, attached hereto and made a part hereof. All contracted services performed by other than EWMUA will be paid for by Cranbury.
4. EWMUA shall bill Cranbury on a monthly basis in an amount equal to one-twelfth of the lump sum price, plus all emergency work. All parts, equipment and outside contracting services will be paid for by Cranbury with the vendor of their choice or a vendor that is mutually agreed upon with EWMUA. The monthly invoice shall include a description of the work performed during the billing period, employees and titles that performed the work, date of work, equipment used, hours worked per task, supplies used and observations made. Cranbury agrees to pay all invoices of EWMUA within 30 days of presentation. EWMUA will have the right to charge 1 ½% interest on all unpaid balances over 30 days. Cranbury shall have the right to pay directly any outside vendors in which case Cranbury is responsible for those vendor services and billing.
5. Any dispute related to this Agreement, including billing disputes, shall be resolved by the parties through negotiation, then mediation, then binding arbitration. In the event that any dispute is related to billing, Cranbury shall pay the undisputed portion of the bill to EWMUA within the time required by this Agreement and shall pay the balance, if any, determined to be due through negotiation, mediation or arbitration within ten days of such determination.
6. Cranbury and EWMUA shall defend, indemnify and hold the other harmless for all claims for personal injuries, property damage, economic loss or other damage arising from its own negligence.
7. Cranbury shall allocate the proper amount of funding, and spare parts including but not limited to spare pump (submersible), pump parts - impellers, wear rings, mechanical seals, etc., so that EWMUA shall be able to perform the duties set forth in this agreement and maintain the system at a minimum to comply with NJDEP standards.

8. This agreement shall be effective as of January 1, 2019 and shall be for a term of two (2) years. The lump sum price and prices set forth on Schedule A attached hereto shall be in effect until December 31, 2020. Upon agreement of both parties, this contract may be extended for an additional two (2) years. If both parties choose to extend the contract for an additional two years, the prices set forth in Schedule A and B shall not increase by more than 2 % each year. Either party may cancel this Agreement by providing sixty (60) days written notice to the other, by certified mail.

East Windsor Municipal Utilities Authority

By: _____
, Chairperson

ATTEST:

, Secretary

THE TOWNSHIP OF CRANBURY

By: _____
, Mayor

ATTEST:

, Township Clerk
Schedule A
Included In Cranbury Township Sewer Maintenance

Chairperson asked for approval of the Payment of Bills for December 2018. Mr. Millner made the motion, seconded by Mr. Kurs and unanimously carried.

Chairperson Moore asked for approval of the Operating report for November 2018. Mr. Millner had questions about the Meter changeout project and inquired about how the program was going. Mr. Brand explained that Jim Mackie is handling the project and is in the process of compiling lists and the office is scheduling appointments based on the lists provided by Mr. Mackie. There were no other questions so Chairperson Moore asked the board for approval of the Operating report for November 2018, Mr. Kurs made the motion, seconded by Mr. Platizky and unanimously carried.

Chairperson Moore requested a motion to approve the Development report for December 2018, Mr. Millner made the motion, seconded by Mr. Platizky and unanimously carried.

Chairperson Moore requested a motion to approve the Finance Officers report for November 2018, Mr. Kurs made the motion, Mr. Platizky seconded and unanimously carried.

Chairperson Moore requested a motion to approve the Attorneys report for November 2018, Mr. Millner made the motion, seconded by Mr. Lippman and unanimously carried.

Chairperson Moore requested a motion to approve the Engineers report for November 2018, Mr. Lippman made the motion, Mr. Kurs seconded and unanimously carried.

The minutes from the October 18, 2018 Executive session meeting was approved on a motion made by Mr. Lippman seconded by Mr. Kurs and unanimously carried.

The minutes from November 29, 2018 meeting was approved on a motion made by Mr. Millner seconded by Mr. Platizky and unanimously carried

The minutes from the November 29, 2018 Executive session was approved on a motion made by Mr. Platizky, seconded by Mr. Lawler and unanimously carried.

Having nothing further to discuss Chairperson Moore adjourned the meeting and motioned to move into Executive session.

Respectfully submitted,


Marc Platizky, Secretary