

EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY
Minutes of Regular Meeting
Thursday, October 17, 2023 @5:30 P.M.

The regular monthly meeting of the East Windsor Municipal Utilities Authority was held on Tuesday, October 17, 2023 at the Administration Building on Wiltshire Drive and called to order by Chairperson Moore at 5:30 p.m.

The following Members were present:

Linda L. Moore
Marc Platizky

The following Members present via zoom:

Leonard Millner
Michael Shifman

Absent: Marc Lippman
 Steve Kurs

Also present:

Richard Brand, Executive Director
Susan Pretz, Board Secretary
Ron Ghrist, CFO

Also present via zoom:

David Klemm, Mott Mac Donald
Ryan Scerbo Esq., DeCotiis, Fitzpatrick, Cole & Giblin, LLP

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 Cranbury Press Windsor Hights Herald and Trenton Times on October 10, 2023. 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 Friday, October 13, 2023. Chairperson Moore then asked the Secretary 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 tonight's agenda. Hearing no one Chairperson Moore closed the public portion of the meeting.

Chairperson Moore asked for approval of resolution #2023-32 Approval to Extend the Developers Agreement for 219 Wykoff Mills Road for 1 (one) year. Mr. Shifman made the motion seconded by Mr. Platizky and unanimously carried.

EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY

COUNTY OF MERCER,

STATE OF NEW JERSEY

RESOLUTION APPROVING A ONE - YEAR EXTENSION OF THE CAPACITY ALLOCATION AGREEMENT AND DEVELOPER'S ON-TRACT AND OFF-TRACT AGREEMENT WITH 219 WMR, LLC

RESOLUTION # 2023-32

W I T N E S S E T H

WHEREAS, the Developer is the owner of one parcel of land consisting of 8.346 acres of vacant land located in the I-O, industrial-office, zoning district within the Township of East Windsor more particularly described as Block 12.01, Lot 1.01 (hereinafter referred to as the "Property") and more specifically located along Wyckoff's Mill Road and is bounded by Old Cranbury Station Road to the west, Route 133 bypass to the north and Hightstown to the south.

WHEREAS, the Developer has submitted Plans and Specifications to the Authority for approval, entitled "Preliminary and Final Site Plan for 219 WMR", prepared by Maser Consulting P.A. and dated March 5, 2018 for the construction of certain water and sanitary sewer facilities to be located on the Property for providing sanitary sewer and water service to that development known as "219 WMR, LLC" (the "Development"); and

WHEREAS, the building footprint consists of 49,213 square foot warehouse facility containing 47,713 square feet of warehouse space and 1,500 square feet of office space, more particularly described on plans entitled "Preliminary and Final Major Site Plan for 219 WMR, Lot 12.01, Block 1.01, East Windsor Township, Mercer County, New Jersey" prepared by Maser Consulting, P. A., dated March 5, 2018, latest revisions dated April 28, 2021 and "24" Sanitary Sewer Interceptor For 219 WMR Block 12.01, lot 1.01, Block 12, Lot 4, Wyckoff's Mill Road Right of Way And

Cranbury Station Road Right of Way East Windsor Township, Mercer County, New Jersey" prepared by Colliers Engineering & Design, Inc. dated April 1, 2021 with latest revisions dated May 7, 2021 approved by the Authority ("Approved Plans and Specifications") and any other governmental entity having jurisdiction thereover; and

WHEREAS, the Planning Board of the Township of East Windsor ("Approving Board" or "Board") granted Preliminary and Final Site Plan approval on November 25, 2019 which approval was memorialized in Resolution of Approval 2020-07, adopted by the Planning Board on January 13, 2020, for the subject Property; and

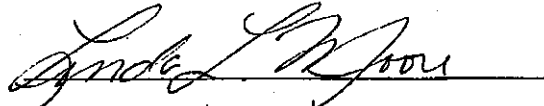
WHEREAS, the Developer and the Authority entered into an agreement setting forth the rights, duties and obligations of the parties in connection with the construction of the water and sanitary sewer utility improvements related to said Development, including off-tract improvement obligations of the Developer and approved by the Authority on June 30, 2021 by Resolution # 2021-23; and

WHEREAS, the Developer is requesting a two (1) year extension of the Authority Capacity Allocation and Developers On-tract and Off-tract Agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY as follows:

1. The EWMUA hereby approves the extension of the Capacity Allocation Agreement and Developer's On-tract and Off-tract Agreement with 219 WMR, LLC, and
2. The EWMUA further directs that a certified copy of this resolution be delivered to Maser Consulting, Engineers for the developer as evidence of its approval for the extension of the Agreement for the Development and for them to file with the NJDEP the extension granted by the Authority for an additional one (1) year; and

3. The EWMUA further directs that the Executive Director shall take all necessary steps to expedite the directions specified in this resolution, as appropriate, and
4. This resolution shall take effect immediately.



Linda L. Moore, EWMUA Chairperson

I hereby certify this to be a true and accurate copy of the Resolution adopted by the East Windsor Municipal Utilities Authority, Mercer County, New Jersey at a public meeting held on October 17, 2023.



Marc Platizky, EWMUA Secretary

Chairperson Moore asked for approval of resolution #2023-34 Approval of the 2022 Auditors Report. Mr. Millner made the motion seconded by Mr. Platizky and unanimously carried.

East Windsor Municipal Utilities Authority

County of Mercer

State of New Jersey

Resolution# 2023-34

2022 Approval of Annual Audit Report

Whereas, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and;

Whereas, The Annual Report of Audit for the year ending **November 30, 2022** has been filed by a Certified Public Accountant with the Commissioner as per the requirements of N.J.S.A. and a copy has been received by each member of the governing body, and;

Whereas, the Local Finance Board of the State of New Jersey is authorized to prescribe reports pertaining to the local fiscal affairs, as per R.S. 52; 27bb-34, and;

Whereas, the Local Finance Board has promulgated a regulation requiring that the governing body of each Authority shall, by resolution, certify to the Local Board of the State of New Jersey that all members of the governing body have reviewed, at a minimum, the sections of the annual audit entitled:

General Comments
Recommendations

And;

Whereas, the members of the governing body have personally reviewed at a minimum the Annual Report of Audit, and specifically the sections of the Annual Audit entitled;

General Comments
Recommendations

As evidenced by the group affidavit form of the governing body, and:

Whereas, such resolution of certification shall be adopted by the governing body no later than forty-five (45) days after receipt of the annual audit, as per the regulations of the Local Finance Board, and,

Whereas, all members of the governing body have received and have familiarized themselves with at least the minimum requirements of the local Finance Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board, and;

Whereas, failure to comply with the promulgations of the Local Finance Board of the State of New Jersey may subject the members of the local governing body to the penalty provisions of R.S. 52:27 BB-52-to wit;

R.S. 52:27BB-52- "A local officer or member of the local governing body who, after a date fixed for compliance, fails, or refuses to obey an order of the Director (Director of Local Government Services),

Under the provisions of the Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office."

Now, Therefore, be it Resolved, that the governing body of the East Windsor Municipal Utilities Authority, hereby states that it has complied with the promulgation of the Local Finance Board of the State of New Jersey, and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

The Authority Chairperson and Secretary are hereby authorized and directed to sign any necessary documents, and the Authority staff and professionals are authorized and directed to undertake any and all action's necessary, to effectuate the terms and intent hereof.

Dated: October 17, 2023


Linda Moore, Chairperson

CERTIFICATION

The undersigned, Secretary of the East Windsor Municipal Utilities Authority, do hereby certify that the foregoing Resolution was considered and adopted by said Authority at its regular meeting held on this October 17, 2023.


Marc Platizky, Secretary

Chairperson Moore asked for approval of resolution #2023-35 Approval of Shared Service Agreement with Cranbury Township for Collection (sewer) Service. Mr. Platizky made the motion seconded by Mr. Millner and unanimously carried.

EAST WINDSOR MUNICIPAL UTILITIES AUTHORITY

COUNTY OF MERCER,

STATE OF NEW JERSEY

Resolution No. 2023-35

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:

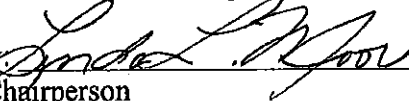
1. For the lump sum price of **One Hundred Sixty One Thousand Seven Hundred Sixty Nine dollar and 52 /100 (\$161,769.52)** per year one (1) the EWMUA shall provide certain routine and emergency maintenance services related to Cranbury's Sewer System, as described in Schedule A, attached hereto and made 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, 2024 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, 2026. 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 ½ % 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

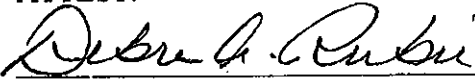
ATTEST:


, Secretary

THE TOWNSHIP OF CRANBURY

By: 
Michael J. Ferrant, Mayor

ATTEST:


Debra A. Rubin, Township Clerk
Schedule A
Included In Cranbury Township Sewer Maintenance

Chairperson Moore asked for update on the new water treatment plant Well#10. Mr. Brand said the contractors just finished. We have 2 great wells to utilize now. The DEP was finally out to inspect the wetlands, but the flags were gone. The Engineers are coming back to put flags out again so that the DEP can come back hopefully in a timely manner to inspect. The guys cleaned up all around the area it looks great. The guys did a fantastic job.

Chairperson Moore asked for update on Well #6 addition. Mr. Brand said the footings were poured and the township was out and inspected. All is moving along quickly.

Chairperson Moore asked Mr. Brand to update the board on the Administration Building. Mr. Brand said we are waiting on the DEP and wetlands study. Hopefully soon we will have it.

Chairperson Moore requested a motion to approve the October 17, 2023 Payment of the Bills. Mr. Millner made the motion, seconded by Mr. Shifman and unanimously carried.

Chairperson Moore requested a motion to accept the Operating Report for September 2023. Mr. Shifman made the motion, seconded by Mr. Platizky and unanimously carried.

Chairperson Moore asked for a motion to approve the Development Report for September-October 2023. Mr. Platizky made the motion seconded by Mr. Millner and unanimously carried.

Chairperson Moore asked for a motion to approve the Finance Officers Report for September 2023. Mr. Platizky made the motion, seconded by Mr. Millner and unanimously carried.

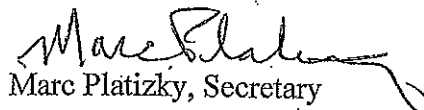
Chairperson Moore asked for a motion to approve the Attorney's Report for September-October 2023. Mr. Platizky made the motion, seconded by Mr. Millner and unanimously carried.

Chairperson Moore asked for a motion to approve the Engineer's Report for September 2023. Mr. Millner made the motion, seconded by Mr. Shifman and unanimously carried.

Chairperson Moore asked for approval of the September 21, 2023 Minutes. Mr. Platizky made the motion seconded by Mr. Millner and unanimously carried.

Having nothing further to discuss, Chairperson Moore adjourned the meeting.

Respectfully submitted,


Marc Platizky, Secretary