

**CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY  
RESOLUTION NO. 2016-26**

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**RESOLUTION OF THE CARNEYS POINT TOWNSHIP  
SEWERAGE AUTHORITY MAKING FISCAL YEAR 2016 BUDGET  
AMENDMENTS**

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**BACKGROUND**

**WHEREAS**, the Carneys Point Sewerage Authority (Authority) budget for the fiscal year ending November 30, 2016 was adopted on November 17, 2015, and

**WHEREAS**, it is desired to further amend said Authority budget, and

**WHEREAS**, N.J.A.C. 5:31 provides that all amendments to the budget shall be approved and adopted by resolution of the Authority, passed by not less than a majority of the full membership,

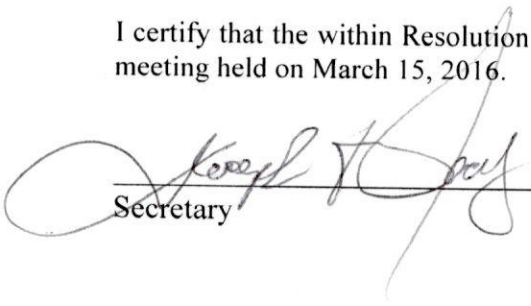
**NOW, THEREFORE, BE IT RESOLVED** that the following amendments be made to the adopted Authority budget of the Carneys Point Township Sewerage Authority for its fiscal year ending November 30, 2016:

	<u>From</u>	<u>To</u>
Non-Operating Appropriations:		
Municipality/County Appropriation		\$80,000
Total Non-Operating Appropriations	\$169,645	249,645
Total Appropriations	2,140,945	2,220,945
Total Appropriations & Accumulated Deficit	\$2,140,945	2,220,945
Unrestricted Net Position Utilized:		
Municipality/County Appropriation		80,000
Total Unrestricted Net Position Utilized	250,945	330,945
Net Total Appropriations	\$1,890,000	\$1,890,000

Committee	Moved	Seconded	Y	N	Abstain	Absent
Dr. Racite			X			
Mr. Pelura			X			
Mr. Gatanis	X		X			
Mr. Newton		X	X			
Mr. Rullo			X			

**BE IT FURTHER RESOLVED** that two certified copies of this complete amendment and resolution will be filed with the Director of the Division of Local Government Services.

I certify that the within Resolution was adopted by the Carneys Point Township Sewerage Authority at a regular meeting held on March 15, 2016.

  
Secretary

  
Chairman

# CARNEYS POINT TOWNSHIP

**MAYOR**

Dr. Joseph F. Racite

**DEPUTY MAYOR**

Wayne D. Pelura

**COMMITTEEMAN**

Kenneth H. Brown

**COMMITTEEMAN**

Kenneth R. Dennis

**COMMITTEEMAN**

Marcus E. Dowe, Jr.

**MUNICIPAL BUILDING**

303 HARDING HIGHWAY

CARNEYS POINT, NJ 08069

(856) 299-0070

FAX (856) 299-1983

**TOWNSHIP CLERK**

Jane Proffitt

**ADMINISTRATOR**

CHIEF MUNICIPAL FINANCE OFFICER

Marie Stout

**TAX COLLECTOR**

Elizabeth A. Ruhl

**TAX ASSESSOR**

Kathleen S. Hill

**CONSTRUCTION CODE OFFICIAL**

Robert S. Berducci

March 1, 2016

Anthony Rullo, Chairman  
Carneys Point Sewerage Authority  
303 Harding Highway  
Carneys Point, NJ 08069

RE: Transfer of Surplus Funds

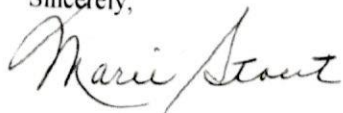
Dear Tony:

I am writing to you at the direction of the Township Committee. In accordance with the provisions of N.J.S.A. 40A:5A-12.1, the law states "to the extent there is available an undesignated fund balance or unreserved retained earnings held by an authority an amount in that undesignated fund balance or unreserved retained earnings, not to exceed 5% of the annual costs of operation of the authority may be appropriated for use in the local budget of the municipal or county that created the authority unless otherwise restricted by bond covenants."

In accordance with the provisions of the above statute, as well as the procedure established by the Division of Local Government Services, Carneys Point Township is requesting the amount of \$98,565.00 for use in the 2016 Budget. Would you kindly present this request at your next scheduled Sewerage Authority meeting. Once the request has been presented please advise me of the decision of the Carneys Point Sewerage Authority in connection with the Township's request.

On behalf of the Township Committee, I would like to thank the Authority for their consideration of this request.

Sincerely,



Marie Stout  
Administrator/CMFO

Cc: Mayor & Committee  
D. Avedissian, Esq.  
M. Welding, RMA, CPA  
J. Proffitt, RMC



# CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY

## RESOLUTION 2016-27

### Authorizing Executive Session

**WHEREAS**, the Open Public Meetings Act, N.J.S.A. 10:4-12b permits a public body to go into a closed session during a public meeting to discuss certain matters as follows:

(1) *Matters required by law to be confidential:* Any matter which by express provision of the Federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.

(2) Any matter in which the release of information would impair the right to receive federal funding.

(3) *Matters involving individual privacy:* Any matter, the disclosure of which constitutes an unwarranted invasion of individual privacy such as records, data, reports, recommendations or other personal material of any education, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including, but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned.

(4) *Matters pertaining to a collective bargaining agreement:* Any matter involving a collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.

(5) *Matters relating to the purchase, lease acquisition of real property or investment of public funds:* Any matter involving the lease, purchase or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

(6) *Matters of public protection:* Any tactic and techniques utilized in protecting the safety and property of the public, provided that their closure could impair such protection.

(7) *Matters relating to litigation, negotiations and attorney-client privilege:* Any matter of pending or anticipated litigation or contract negotiation other than in (4) above in which the Carneys Point Township Sewerage Authority is or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required for the attorney to exercise ethical duties as a lawyer.

(8) *Matters relating to the employment relationship:* Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all of the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed in public.

(9) *Deliberations after public hearing.* Deliberations by the Carneys Point Township Sewerage Authority occurring after a public hearing that may result in a civil penalty or the suspension or loss of a license or permit of a responding party; and

**CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY**

**RESOLUTION 2016-28**

**ESTABLISHING CONNECTION FEE AMOUNT FOR THE  
DEEPWATER DINER COMPLEX**

WHEREAS, the Carneys Point Township Sewerage Authority Engineer Sickels & Associates has calculated a connection fee amount (see attached letter dated March 31, 2016) regarding the Deepwater Diner commercial complex on Route 130 (Block 193, Lot 7); and

WHEREAS, the connection fee amount calculated by the Authority Engineer is **\$44,450.00** (for 10 sewer service units) as per attached letter:

NOW BE IT THEREFORE RESOLVED, that the Carneys Point Township Sewerage Authority hereby establishes the connection fee amount of \$44,450.00 as calculated by the Authority Engineer related to the Deepwater Diner commercial complex.



\_\_\_\_\_  
Joseph F. Racite, Authority Secretary

Date of Adoption: April 19, 2016

Committee	Moved	Seconded	Y	N	Abstain	Absent
Dr. Racite	X		X			
Mr. Pelura			X			
Mr. Gatanis		X	X			
Mr. Newton			X			
Mr. Rullo			X			



March 31, 2016

Chairman and Board  
Carneys Point Township Sewerage Authority  
303 Harding Highway  
Carneys Point, NJ 08069

**Re: Sanitary Sewer Connection Fee Review  
Deepwater Diner Pumping Station and Force Main  
Block 193, Lot 7  
Township of Carneys Point, Salem County  
Applicant: Multani Brothers, Inc.  
S&A File No. CPSA-1004**

Dear Mr. Chairman and Board:

By the Applicant's request our office has reviewed the sanitary sewer connection fees associated with the proposed work at the existing Deepwater Diner commercial complex, including construction of a new pumping station and 3,640 lineal feet of force main that will connect to the existing CPTSA Route 295 Pumping Station.

The initial sewer connection fees were based upon the methodology outlined in N.J.A.C. 7:14-23 and information provided by the Applicant within the Treatment Work Approval documentation. Initial fee calculations are as follows:

Flow: 7,250 gallons per day  
Service Unit: 200 gallons per day per service unit  
No. of Service Units = 7,250 gpd / 200 gpd per service unit  
= 37 service units (service units are rounded up)  
Connection Fee = \$4,445 per service unit x 37 service units  
**Connection Fee = \$164,465.00**

The Applicant requested that our office review these calculations and compare them to rates of billed water use for the existing site. As the use of the existing site will remain unchanged, the billed water use averaged over a full year will provide a sufficient basis for revising the sewer connection fee calculations. Throughout CY2015 the Applicant was billed for 679,000 gallons of water according to the billing data provided by New Jersey American Water (via the Applicant). Divided over 365 days, the average daily flow was 1,860 gallons. Revised fee calculations are as follows:

Flow: 1,860 gallons per day  
Service Unit: 200 gallons per day per service unit  
No. of Service Units = 1,860 gpd / 200 gpd per service unit  
= 10 service units  
(service units are rounded up to the next whole number)  
Connection Fee = \$4,445 per service unit x 10 service units  
**Connection Fee = \$44,450.00**

Re: Sanitary Sewer Connection Fee Review  
Deepwater Diner Pumping Station and Force Main  
Block 193, Lot 7  
Township of Carneys Point, Salem County  
Applicant: Multani Brothers, Inc.  
S&A File No. CPSA-1004

March 31, 2016  
Page 2

Based on the revised calculations, it is our opinion that the sewer service connection fees, which are due at the time construction permits are requested, may appropriately be reduced from the initially proposed \$164,465.00 to \$44,450.00 as recalculated based on actual water usage.

The Applicant is also advised by copy of this letter, that should additional development occur or should there be changes in activity or use of the property and/or facilities that result in an increase of wastewater flow, the CPTSA reserves the right to assess the Owner for additional connection units commensurate with the additional development and/or increase in wastewater flow.

Should you have any questions regarding the above matter, please contact me at your earliest convenience.

Very truly yours,

**SICKELS & ASSOCIATES, INC.**



Erik Biermann, P.E., C.M.E.  
Senior Engineer

SEO

cc: Jay Todd, Business Manager  
Adam Telsey, Esq., Authority Solicitor  
Robert DeBlock, Superintendent  
David Roche, S&A, Inc.  
Applicant (Bajinder Singh, Multani Brothers, Inc., 716 Market Street Gloucester City, NJ 08030)  
James A. Clancy, P.E., L.S., Applicant's Engineer

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**CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY  
RESOLUTION 2016-29**

**AUTHORIZING SECOND AMENDMENT TO SANITARY SEWER IMPROVEMENT  
AGREEMENT**

**WHEREAS**, the Salem County Pollution Control Financing Authority (“PCFA”), the Carneys Point Township Sewerage Authority (“CPTSA”), and Salem County, LLC (“SCLLC”) are parties to that certain Sanitary Sewer Improvement Agreement dated June 16, 2006 and as amended on October 21, 2008 (hereinafter collectively referred to as the “Sewer Agreement”) relating to certain property located in Oldmans Township, New Jersey as more particularly set forth in the Sewer Agreement; and

**WHEREAS**, the PCFA, CPTSA and SCLLC desire (i) to subject additional lands to the provisions of the Sewer Agreement and (ii) to limit the amount of capacity attributable to the additional lands; and

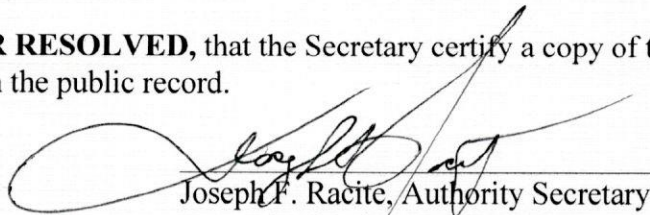
**WHEREAS**, a Second Amendment to the Sanitary Sewer Improvement Agreement has been prepared which sets forth the additional lands to be added to the Sewer Agreement and the capacity limitations with respect to the additional lands added to the Sewer Agreement; and

**WHEREAS**, the members of the CPTSA have reviewed the Second Amendment to Sanitary Sewer Improvement Agreement and agree with its contents and provisions; and

**WHEREAS**, a copy of the Second Amendment to Sanitary Sewer Improvement Agreement has been attached hereto as Exhibit A.

**NOW, THEREFORE BE IT RESOLVED**, by the members of the CPTSA that the Chairman is hereby authorized to execute the attached Second Amendment to Sanitary Sewer Improvement Agreement on behalf of the CPTSA.

**AND, BE IT FUTHER RESOLVED**, that the Secretary certify a copy of this Resolution and file it on the public record.

  
 \_\_\_\_\_  
 Joseph F. Racite, Authority Secretary  
 Date of Adoption: April 19, 2016

Committee	Moved	Seconded	Y	N	Abstain	Absent
Dr. Racite			X			
Mr. Pelura			X			
Mr. Gatanis	X		X			
Mr. Newton		X	X			
Mr. Rullo			X			



the Sewer Agreement and exclusive of the Gateway Business Park Expansion properties shall be reduced so as not to exceed 90,614 gallons per day.

4. The maximum combined effluent from the Gateway Business Park and Gateway Business Park Expansion properties shall not exceed the committed capacity of 123,000 gallons per day.

5. The parties hereby confirm that all of the conditions precedent listed in Section 7.15 of the Sewer Agreement have been satisfied and that the Sewer Agreement is in full force and effect.

6. Except as expressly amended and modified hereby, the Sewer Agreement shall otherwise remain in full force and effect. This Second Amendment, together with the Sewer Agreement is the complete understanding between the parties and supersedes all other prior agreements and representations concerning its subject matter. To the extent of any Amendment, the terms of this Second Amendment shall control.

7. This Amendment may be executed in any number of counterparts each of which together shall constitute an original.

**IN WITNESS WHEREOF**, the parties have executed this Amendment as of the date first above written.

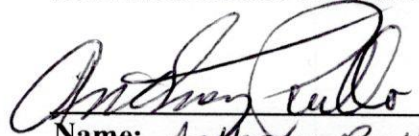
**THE POLLUTION CONTROL  
FINANCING AUTHORITY**

BY: \_\_\_\_\_  
Name:  
Title:

**SALEM COUNTY, L.L.C.**

BY: \_\_\_\_\_

**CARNEYS POINT TOWNSHIP  
SEWERAGE AUTHORITY**

  
Name: Anthony Rullo  
Title: Chairman



# Exhibit A

## SECOND AMENDMENT TO SANITARY SEWER IMPROVEMENT AGREEMENT

THIS SECOND AMENDMENT TO SANITARY SEWER IMPROVEMENT AGREEMENT (this "Second Amendment") dated as of the 5<sup>th</sup> day of May, 2016 between THE POLLUTION CONTROL FINANCING AUTHORITY OF SALEM COUNTY ("PCFA"), A PUBLIC BODY CORPORATE AND POLITIC OF THE State of New Jersey, the CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY ("CPSA"), a public body corporate and politic of the State of New Jersey, and SALEM COUNTY, L.L.C. ("Developer"), a Delaware limited liability company.

### BACKGROUND

WHEREAS, PCFA, CPSA, and Developer are parties to that certain Sanitary Sewer Improvement Agreement dated June 16, 2006 and as amended on October 21, 2008 (hereinafter collectively referred to as the "Sewer Agreement") relating to certain property located in Oldmans Township, New Jersey as more particularly set forth in the Sewer Agreement; and

WHEREAS, capitalized terms used herein, but not otherwise defined herein, shall have the meaning ascribed to such terms in the Sewer Agreement; and

WHEREAS, the parties desire (i) to subject additional lands to the provisions of the Sewer Agreement and (ii) to limit the amount of capacity attributable to the additional lands.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The number "3,050,000" is hereby deleted from the definition of "Project" set forth on Exhibit "A" to the Sewer Agreement and the number "4,350,000" is inserted in lieu thereof, it being understood that the Project shall consist of approximately 4,350,000 rentable square feet of building and related site improvements on the Property.

2. In addition to the properties identified in the Sanitary Sewer Improvement Agreement dated June 16, 2006 and the First Amendment to the Sanitary Sewer Improvement Agreement dated October 21, 2008, the definition of "Property" set forth on Exhibit "A" to the Sewer Agreement is hereby amended by adding the following sentence at the end thereof:

The definition of "Property" shall also include Block 28.01 Lots 48, 48.01, 49, 50, 51 and 52 which shall sometimes be referred to as the "Gateway Business Park Expansion" and which shall be more fully set forth in Exhibit A, attached hereto and made a part hereof.

Nothing contained in this Paragraph 1 removes any of the "Property" as defined in the Sewer Agreement from the terms thereof, it being understood that, pursuant to this Second Amendment, additional lands are being added to the definition of "Property" under the Sewer Agreement and are being made subject to the terms and conditions of the Sewer Agreement.

3. The maximum effluent from the Gateway Business Park Expansion properties shall not exceed a total of 32,386 gallons per day.



4. The maximum effluent from the Gateway Business Park properties as set forth in the Sewer Agreement and exclusive of the Gateway Business Park Expansion properties shall be reduced so as not to exceed 90,614 gallons per day.

5. The maximum combined effluent from the Gateway Business Park and Gateway Business Park Expansion properties shall not exceed the committed capacity of 123,000 gallons per day.

6. The parties hereby confirm that all of the conditions precedent listed in Section 7.15 of the Sewer Agreement have been satisfied and that the Sewer Agreement is in full force and effect.

7. Except as expressly amended and modified hereby, the Sewer Agreement shall otherwise remain in full force and effect. This Second Amendment, together with the Sewer Agreement is the complete understanding between the parties and supersedes all other prior agreements and representations concerning its subject matter. To the extent of any amendment, the terms of this Second Amendment shall control.

8. This Second Amendment may be executed in any number of counterparts, including facsimile or scanned PDF documents. Each such counterpart, facsimile or scanned PDF document will be deemed an original instrument, and all of such counterparts, together, constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first above written.

**THE POLLUTION CONTROL  
FINANCING AUTHORITY**

BY: \_\_\_\_\_

Name: *Fran Grenier*

Title: *PCFA Chairman*

**CARNEYS POINT TOWNSHIP  
SEWERAGE AUTHORITY**

BY: \_\_\_\_\_

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

Title: \_\_\_\_\_

**SALEM COUNTY, L.L.C.**

By: Taylor/Epstein Investment Fund, L.L.C., its Manager

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

Name: Donald M. Epstein

Title: Manager

4. The maximum effluent from the Gateway Business Park properties as set forth in the Sewer Agreement and exclusive of the Gateway Business Park Expansion properties shall be reduced so as not to exceed 90,614 gallons per day.

5. The maximum combined effluent from the Gateway Business Park and Gateway Business Park Expansion properties shall not exceed the committed capacity of 123,000 gallons per day.

6. The parties hereby confirm that all of the conditions precedent listed in Section 7.15 of the Sewer Agreement have been satisfied and that the Sewer Agreement is in full force and effect.

7. Except as expressly amended and modified hereby, the Sewer Agreement shall otherwise remain in full force and effect. This Second Amendment, together with the Sewer Agreement is the complete understanding between the parties and supersedes all other prior agreements and representations concerning its subject matter. To the extent of any amendment, the terms of this Second Amendment shall control.

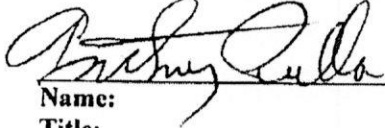
8. This Second Amendment may be executed in any number of counterparts, including facsimile or scanned PDF documents. Each such counterpart, facsimile or scanned PDF document will be deemed an original instrument, and all of such counterparts, together, constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Second Amendment as of the date first above written.

**THE POLLUTION CONTROL  
FINANCING AUTHORITY**

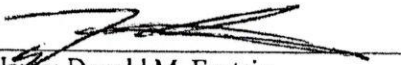
BY: \_\_\_\_\_  
Name:  
Title:

**CARNEYS POINT TOWNSHIP  
SEWERAGE AUTHORITY**

  
Name:  
Title:

**SALEM COUNTY, L.L.C.**

By: Taylor/Epstein Investment Fund, L.L.C., its Manager

By:   
Name: Donald M. Epstein  
Title: Manager





**CONSULTING ENGINEERS • PLANNERS  
 LAND SURVEYORS • ENVIRONMENTAL SERVICES**

**Corporate Office:**  
 629 Shiloh Pike • Bridgeton • New Jersey • 08302  
 Phone: 856- 451-2990 • Fax: 856-455-9702  
 www.fralinger.com

Albert A. Fralinger, Jr., PE, PLS & PP  
 J. Michael Fralinger, Sr. (1957-2009)  
 Charles M. Fralinger, PLS  
 Carl R. Gaskill, PE, PLS, PP & CME  
 Stephen J. Nardelli, PE, PP, CME & CPWM  
 Barry S. Jones, PLS & PP  
 Guy M. DeFabrites, PLS & PP  
 Stephen P. McKeich, PLS  
 William J. Olbrich, PLS  
 Matthew Baldino, PE, CME  
 Robert A. Mulford, III, PE, CME  
 Scott A. Adams, PLS  
 Corey R. Gaskill, PE, CME  
 J. Michael Fralinger, Jr., PE, CME

Civil Engineering  
 Land Use Planning & Design  
 Site Engineering  
 Traffic Engineering  
 Land Surveying  
 Municipal Engineering  
 Soils Investigation  
 Traffic Impact Studies  
 NJDOT Permitting  
 Phase I Environmental Studies  
 Permeability Testing  
 Septic System Design  
 Wetlands Delineation  
 Global Positioning Surveying (GPS)  
 Geographic Information Systems (GIS)  
 Planning/Zoning Board Representation

**DEED DESCRIPTION  
 MATRIX DEVELOPMENT GROUP  
 OLDMANS TOWNSHIP  
 SALEM COUNTY, NEW JERSEY**

**Township of Oldmans  
 County of Salem  
 State of New Jersey**

**April 30, 2013  
 Block 28.01, Lots 48, 48.01, 49, 50, 51 and 52  
 Straughn's Mill Road**

ALL that certain tract or parcel of land located on Straughn's Mill Road in the Township of Oldmans, County of Salem, State of New Jersey, bounded and described as follows:

BEGINNING at an iron bar set for a corner in the easterly line of Straughn's Mill Road (County Route No. 643, 90.00 wide and varies); said iron bar being the northwesterly corner of land of Edward J. and Allison L. Szyborski; (said beginning point having NJPCS NAD 83 (07) values North 331,186.50 feet and East 237,335.14 feet) and from said beginning point and in said bearing system running, thence:

- (1) along the easterly line of said Straughn's Mill Road, North 01° 00' 21" West, 3,403.70 feet to a point in the centerline of Beaver Creek; thence
- (2) along the centerline of said Beaver Creek and the centerline of Myers Run, in an easterly and southerly direction, various courses thereof, approximately 2,460 feet, more or less (Tie Line = South 22° 58' 51" East, 2,115.05 feet), to a point for a corner; thence
- (3) still along said Myers Run, in a southeasterly direction, various courses thereof, approximately 2,930 feet, more or less (Tie Line = South 54° 41' 02" East, 2,421.25 feet) to an iron bar set for a corner; thence

(4) along line of land of Veronica Rosinski, South 30° 11' 28" West, 362.35 feet, to an iron bar set for a corner; thence

(5) still along same, South 53° 37' 52" East, 27.91 feet, to an iron bar set for a corner; thence

(6) along the northwesterly line of land of Interstate 295 (300.00 feet wide), South 53° 02' 10" West, 1,368.70 feet, to an iron bar set for a corner; thence

(7) along the northeasterly line of land of Anthony V. Musumeci, North 49° 39' 58" West, 832.64 feet, to an iron bar set for a corner; thence

(8) still along same and along the northwesterly line of land of Edward J. and Allison L. Szymborski, North 49° 17' 43" West, 963.73 feet, to an iron bar set for a corner; thence

(9) still along same, South 59° 07' 42" West, 149.19 feet, to the Place of Beginning.

CONTAINING 128.9 acres of land, to be the same, more or less.

THE ABOVE DESCRIPTION was written pursuant to a survey of property designated as Block 28.01, Lots 48, 48.01, 49, 50, 51 and 52 on the Municipal Tax Assessment Map of Oldmans Township, County of Salem, State of New Jersey. Said survey was prepared by Fralinger Engineering PA, 629 Shiloh Pike, Bridgeton, New Jersey, dated April 30, 2013, and is marked as Commission No. 27421.00.

---

Guy M. DeFabrites  
Professional Land Surveyor  
New Jersey License No. 34843  
Date: April 30, 2013  
Comm. No.: 27421.00

GMD/kmm



March 30, 2016

Carneys Point Township Sewerage Authority  
Municipal Building  
303 Harding Highway  
Carneys Point, NJ 08069

ATTN: Chairman and Board

**RE: GATEWAY BUSINESS PARK EXPANSION  
BLOCK 28.01, LOTS 48, 48.01 & 49-52  
TOWNSHIP OF OLDMANS, SALEM COUNTY, NJ  
SEWER ALLOCATION ANALYSIS  
CARNEYS POINT TOWNSHIP SEWER AUTHORITY  
APPLICANT: MATRIX DEVELOPMENT GROUP  
S&A FILE NO. CPSA - 1006**

Dear Mr. Chairman and Board Members:

Our office received a request from Matrix Development Group to evaluate the possibility of transferring unused Committed Capacity (sewer allocation) that was purchased by the Pollution Control Financing Authority of Salem County (PCFA) for the Gateway Business Park in Oldmans Township to an expansion of the business park to the north side of Straughns Mill Road. The original allocation provided in the Sanitary Sewer Agreement is 123,000 gallons per day and covers the properties listed in Table 1. Based on the existing and proposed sanitary sewer flows from the current Gateway Business Park as prepared by Langan on behalf of Matrix it appears that there is remaining capacity available for transfer to the business park expansion.

Before we started our evaluation of the existing and proposed flows from the current business park we first needed to confirm the pumping capacity of the existing CPTSA wastewater pumping station on Gateway Boulevard. Based on the allocated flow capacity of 123,000 gpd the pumping rate should be at least 213.5 gallons per minute, where:

$$\begin{aligned} \text{Pump Rate} &= 123,000 \text{ gallons per day} / 1,440 \text{ minutes per day} \times 2.5 \text{ (peaking factor)} \\ &= \underline{213.5 \text{ gpm}} \end{aligned}$$

A new flow meter was recently installed at the pumping station, which enabled us to obtain direct readings on the pumping rate. While the pumping rate fluctuated based on the operational conditions in the force main and the levels in the wet well, we found that the pumps are capable of conveying the required 213.5 gpm.

With the pumping rate established and verified, we moved forward with evaluation of the existing and proposed flows from the existing Gateway Business Park development. For this evaluation we first analyzed the existing flows based on billing records. This provided an indication of the sewer flows, however the samples were limited to between only one and four quarterly billing

cycles (see Table 1). Therefore we found it to be more appropriate to base the expected flows on the estimated facility usage. A flow analysis was prepared by Langan and submitted by Matrix, which we have summarized and included as part of Table 1. The table provides a summary of existing use, as estimated from building use, area, and personnel; billed use; and proposed flows in gallons per day (gpd).

**Table 1: Gateway Business Park - Existing and Proposed Sanitary Sewer Flows**

Category	Location	Measured Flow (gpd) <sup>1</sup>	Quarterly Billing Cycles	Est. Flow (gpd) Langan <sup>2</sup>
<b>Existing Development</b>	Lot 6 Berkowitz	17,721	4	22,214
	Lot 6.01 Garden State Freezer	1,726	3	6,083
	Lot 6.02 NFI/ Five Below <sup>3</sup>	28,549	1	18,667
	Lot 6.06 Goya	534	4	7,316
<i>Subtotal of Existing Development</i>				<b>54,280</b>
<b>Under Construction</b>	Lot 5, 2 Gateway Blvd	---	---	19,975
	Lot 6.03, 7 Gateway Blvd	---	---	7,466
<i>Subtotal of Development Under Construction</i>				<b>27,441</b>
<b>Undeveloped</b>	Lot 6.09	---	---	2,832
	Lot 6.10	---	---	6,061
<i>Subtotal of Undeveloped Property</i>				<b>8,893</b>
<b>Total Estimated Flow from the Existing Gateway Business Park</b>				<b>90,614</b>

<sup>1</sup> Flow based on billed water usage over the referenced number of quarterly billing cycles.

<sup>2</sup> Estimated flow from Langan letter dated Feb. 25, 2016.

<sup>3</sup> Measured Flow Rate based on 4Q 2015

We believe that the flow estimates provided by Langan are sufficiently conservative and will reasonably predict the sewer allocation required by the existing Gateway Business Park, which calculates to 90,614 gallons per day. This leaves a remainder of 32,386 gallons per day of allocation that may potentially be used for the proposed Gateway Business Park Expansion (Block 28.01, Lots 48, 48.01 & 49-52); where:

$$\text{Capacity Remaining} = 123,000 \text{ gpd} - 90,614 \text{ gpd} = \underline{32,386 \text{ gpd}}$$

The Langan analysis calculates an estimated flow of 31,167 gallons per day for development of 946,000 sf of warehouse space and 154,000 sf of office space for a total development of 1.1 million square feet of commercial development at the Gateway Business Park Expansion.



**RE: GATEWAY BUSINESS PARK EXPANSION  
BLOCK 28.01, LOTS 48, 48.01 & 49-52  
TOWNSHIP OF OLDMANS, SALEM COUNTY, NJ  
SEWER ALLOCATION ANALYSIS  
CARNEYS POINT TOWNSHIP SEWER AUTHORITY  
APPLICANT: MATRIX DEVELOPMENT GROUP  
S&A FILE NO. CPSA - 1006**

March 30, 2016  
Page 3

From a technical viewpoint, serving the proposed Gateway Business Park Expansion is feasible. It would fully utilize the allocation originally purchased by the PCFA and the pump station capacity would be maximized with an average daily flow of 123,000 gpd. Once developed as proposed, only 1,219 gpd of Committed Capacity would remain. Any significant new flows from this area would require purchase of additional sewer capacity units and upgrades of the pumping station.

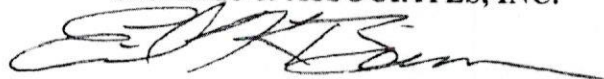
From a legal standpoint, the PCFA, CPTSA and developer must agree to redistribution of the purchased sewer capacity, referred to Committed Capacity in the original Agreement dated June 16, 2016. There is a precedent for allocating the flow to other parcels. There was an Amendment to the Sanitary Sewer Improvement Agreement dated October 21, 2008, which established the current properties listed in Table 1. Another amendment would be required to distribute the remaining flow capacity to the properties included in the proposed Gateway Business Park Expansion. The legal aspects of this transfer of Committed Capacity will be addressed separately by the Authority Solicitor.

Please note that should the flows increase beyond those projected in the analysis here, it would be necessary for the developer to purchase additional connection units and upgrade the pump station as needed to provide for the additional capacity needed for full development of the business park and expansion.

Should you have any questions or concerns relating to this matter, please contact me at your earliest convenience.

Very truly yours,

**SICKELS & ASSOCIATES, INC.**

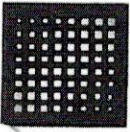


Erik Biermann, P.E., C.M.E.  
Senior Engineer

SEO:EKB

Enclosures: Matrix Letter (Feb 25, 2016)  
Langan Letter (Feb 25, 2016)

cc: Jay Todd, Business Administrator  
Adam Telsey, Esq., CPTSA Solicitor  
Franklin Hartman, QPA  
Robert DeBlock, Superintendent  
Kenneth Griffin, Matrix (Applicant)  
Kevin J. Webb, P.E., Langan (Applicant's Engineer)



# MATRIX

VIA FEDERAL EXPRESS

February 25, 2016

Mr. Erik Biermann, P.E., C.M.E.  
Sickels & Associates, Inc.  
Sherwood Mews  
833 Kings Highway  
Woodbury, NJ 08096-3110

FEB 26 2016

**Re: Straughns Mill Road Development  
Matrix Development Group  
Block 28.01, Lots 48, 48.01, 49-52  
Township of Oldmans, Salem County  
Applicant: Matrix Development Group  
S&A File No. CPSA-001**

Dear Mr. Biermann,

As you know, Matrix Development Group is under contract for the referenced 129 acre parcel across Straughns Mill Road from Gateway Business Park ("GBP"). We propose to expand the Industrial Park Redevelopment Area and build approximately 1.1 million square feet of office/light industrial space within the expansion area. This property has been zoned CI (commercial industrial) for many years, is within Planning Area 2 and the approved sewer service area. We have met with senior officials at the New Jersey Department of Environmental Protection Division of Water Resources and they indicated that a Treatment Works Approval application for this property would be well received at the Department. In order to proceed with sanitary sewer applications, we need to use some of the capacity allocated to Gateway Business Park for its expansion.

The original park allocation of 123,000 gallons per day was based upon projection of uses that did not develop. In particular, it was projected that 59% of GBP would be manufacturing uses, but the real estate market along I-295 is almost entirely light industrial with limited support office. Due to the low demand from GBP businesses, the sanitary sewage usage has not reached projections and there is adequate capacity available within the previously reserved 123,000 gpd to accommodate the GBP expansion. Connection fees have been paid to reserve the capacity based upon the Sanitary Sewer Improvement Agreement dated January 16, 2006 by and among the Pollution Control Finance Authority of Salem County, Carneys Point Township Sewer Authority and the local Matrix entity, Salem County, LLC.

Matrix Development Group  
Forsgate Drive, CN4000  
Cranbury, NJ 08512  
Tel: (732) 521-2900  
Fax: (609) 395-8289  
[www.matrixcompanies.com](http://www.matrixcompanies.com)





# MATRIX

The attached letter from Kevin Webb of Langan details the flow rates based upon the existing, approved and proposed development of GBP, including the expansion, based upon NJDEP flow criteria of 25 gpd/person and .1 gpd/SF for office, and warehouse employee counts that are consistent with the 2006 WMP revision for the park. The Langan analysis clearly indicates that there is adequate capacity available within the existing 123,000 gpd allocation for the proposed park expansion.

We ask Carneys Point Sewer Authority to pass a resolution confirming that the GBP expansion land will be allowed to utilize a share of the 123,000 gpd that has been allocated to the GBP. As requested in your letter of October 30, 2015, attached is a check in the amount of \$4,950.00 to be used by the Authority to hire professionals to evaluate this proposal.

Please contact me if you have any question regarding this matter.

Very truly yours,

Kenneth A. Griffin  
Principal

KAG/dmp

attachments

25 February 2016

Mr. Anthony Rullo, Chairman  
Carneys Point Township Sewerage Authority  
303 Harding Highway  
Carneys Point, NJ 08069

**Re: Projected Sewer Flows  
Gateway Business Park Expansion  
Oldmans Township, Salem County, New Jersey  
Langan Project No.: 100359001**

Dear Mr. Rullo:

As you are aware, Matrix Development Group has been developing the Gateway Business Park (formerly known as the Salem County Industrial Park) in Oldmans Township. Sanitary sewer service is provided to the park by CPTSA. Matrix is under contract to expand Gateway Business Park on an adjacent parcel east of Straughns Mill Road, identified as Block 28.01, Lots 48, 48.01, and 49-52. The new phase of development will include approximately 1,100,000 SF of distribution warehouse development. We seek confirmation that CPTSA can provide sewer service to this tract.

To assist in this request, we have prepared an analysis of existing and future sewer flows for the existing Gateway Business Park and its proposed expansion (see attached table). The respective floor area for each component of the existing buildings is listed, including Berkowitz (Lot 6), Garden State Freezer (Lot 6.01), NFI/Five Below (Lot 6.02), and Goya (Lot 6.06). The flow analysis assumes that warehouse space supported by 1 employee per 1,500 SF, and manufacturing space generates 0.1 GPD/SF, both of which are consistent with the flow projections used in the 2006 WMP revision.

Matrix hired Flow Assessment Services to measure the actual flow at the existing pump station serving Gateway Business Park. According to the information provided by Flow, readings from mid-October to mid-November 2015 indicate an average daily flow rate of 35,911 GPD at the pump station, which is below the 48,398 GPD projected using the flow estimation criteria detailed above.

To estimate future flows, we have included the areas of previously approved buildings (Lots 5, 6.03, 6.09, and 6.10) and approved expansions of existing buildings (Lots 6, 6.01, and 6.06). The flow analysis assumes that all future buildings will include 14% office space and 86% warehouse space supported by 1 employee per 1,500 SF to be consistent with the 2006 flow projections. We have eliminated new manufacturing space from the future flow estimate;

current market conditions suggest that it is unlikely the new buildings will be developed for manufacturing use, so we have assumed all non-office space will be warehouse use. The attached analysis confirms that all existing and proposed development, including the 1,100,000 SF of new distribution warehouse development east of Straughns Mill Road, can be accommodated within the existing 123,000 GPD allocation.

Matrix received approval from CPTSA in 2015 for sewer flows generated by two proposed buildings currently under construction, Lot 5 (2 Gateway Blvd) and Lot 6.03 (7 Gateway Blvd). Those approved flows are lower than that included in the attached analysis because they are based on reasonable, but speculative estimates of office space and employees associated with the warehouse space. For the overall capacity analysis, we chose to include the higher flows for each building using the flow estimation criteria established by the 2006 WMP revision. We believe this approach is conservative and appropriate to provide Matrix flexibility to respond to specific tenant requirements as they market the buildings.

We look forward to discussing this matter with you and professional staff. Should you have any questions or require any additional information, please contact me by telephone at 609-282-8014 or via email at [kwebb@langan.com](mailto:kwebb@langan.com).

Sincerely,

**Langan Engineering and Environmental Services, Inc.**



Kevin J. Webb, PE  
Senior Associate/Vice President

KJW

Enclosure(s): Sanitary Flow Calculations

cc: Erik Biermann, Sickels & Associates, Inc.  
Ken Griffin, Matrix Development Group



SANITARY FLOW CALCULATIONS  
 GATEWAY BUSINESS PARK  
 OLDMANS TOWNSHIP, SALEM COUNTY, NEW JERSEY  
 Langan Project 100359001

Table 1  
 Existing and Full Build-out ("Proposed") Projected Average Daily Sanitary Flows

Location and Use	Prescribed Flow	Existing Floor Area (sf)	Existing Flow (gpd)	Total Existing Flow (gpd)	Future Expansion (sf)	Proposed Floor Area (sf)	Proposed Flow (gpd)	Total Proposed Flow (gpd)
Lot 5.00 Matrix	Office	0	0	0	98,700	98,700	9,870	19,975
	Warehouse	25 gpd per employee	0		606,300	606,300	10,105	
Lot 6.00 Berkowitz	Manufacturing	0.1 gpd per sq ft	0	20,882	0	0	0	
	Office	0.1 gpd per sq ft	1,800		6,580	24,560	2,458	
Lot 6.01 Garden State Freezer	Warehouse	25 gpd per employee	882	4,667	40,420	93,355	1,556	
	Manufacturing	0.1 gpd per sq ft	18,200		0	182,000	18,200	
Lot 6.02 NFI/ Five Below	Office	0.1 gpd per sq ft	1,080	18,667	7,000	17,800	1,780	
	Warehouse	25 gpd per employee	3,587		43,000	258,200	4,303	
Lot 6.03 Matrix	Manufacturing	0.1 gpd per sq ft	0	0	0	0	0	
	Office	0.1 gpd per sq ft	1,500		0	15,000	1,500	
Lot 6.06 Goya	Warehouse	25 gpd per employee	17,167	4,182	0	1,030,000	17,167	
	Manufacturing	0.1 gpd per sq ft	0		0	0	0	
Lot 6.09 Matrix	Office	0.1 gpd per sq ft	0	0	36,890	36,890	3,689	
	Warehouse	25 gpd per employee	0		226,610	226,610	3,777	
Lot 6.10 Manfredi	Manufacturing	0.1 gpd per sq ft	0	48,398	0	0	0	
	Office	0.1 gpd per sq ft	940		15,485	24,883	2,488	
Gateway Business Park Expansion	Warehouse	25 gpd per employee	3,242	0	95,122	289,651	4,828	
	Manufacturing	0.1 gpd per sq ft	0		0	0	0	
Total Average Flow	Office	0.1 gpd per sq ft	0	0	13,995	13,995	1,400	
	Warehouse	25 gpd per employee	0		85,970	85,970	1,433	
Total Average Flow	Manufacturing	0.1 gpd per sq ft	0	0	0	0	0	
	Office	0.1 gpd per sq ft	0		29,946	29,946	2,995	
Total Average Flow	Warehouse	25 gpd per employee	0	0	183,954	183,954	3,066	
	Manufacturing	0.1 gpd per sq ft	0		0	0	0	
Total Average Flow	Office	0.1 gpd per sq ft	0	0	154,000	154,000	15,400	
	Warehouse	25 gpd per employee	0		946,000	946,000	15,767	
Total Average Flow	Manufacturing	0.1 gpd per sq ft	0	48,398	0	0	0	
	Office	0.1 gpd per sq ft	0		0	0	0	
<b>Total Average Flow</b>				<b>48,398</b>				<b>121,780</b>
			<b>SAY</b>	<b>0.049 MGD</b>				<b>0.122 MGD</b>

Notes:  
 Warehouse assumes 1 employee per 1,500 sq ft



## CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY

### RESOLUTION 2016-30

#### Authorizing Executive Session

**WHEREAS**, the Open Public Meetings Act, N.J.S.A. 10:4-12b permits a public body to go into a closed session during a public meeting to discuss certain matters as follows:

(1) *Matters required by law to be confidential:* Any matter which by express provision of the Federal law or State statute or rule of court shall be rendered confidential or excluded from the provisions of the Open Public Meetings Act.

(2) Any matter in which the release of information would impair the right to receive federal funding.

(3) *Matters involving individual privacy:* Any matter, the disclosure of which constitutes an unwarranted invasion of individual privacy such as records, data, reports, recommendations or other personal material of any education, training, social service, medical, health, custodial, child protection, rehabilitation, legal defense, welfare, housing relocation, insurance and similar program or institution operated by a public body pertaining to any specific individual admitted to or served by such institution or program, including, but not limited to information relative to the individual's personal and family circumstances, and any material pertaining to admission, discharge, treatment, progress or condition of any individual, unless the individual concerned .

(4) *Matters pertaining to a collective bargaining agreement:* Any matter involving a collective bargaining agreement, or the terms and conditions which are proposed for inclusion in any collective bargaining agreement, including the negotiation of the terms and conditions thereof with employees or representatives of employees of the public body.

(5) *Matters relating to the purchase, lease acquisition of real property or investment of public funds:* Any matter involving the lease, purchase or acquisition of real property with public funds, the setting of banking rates or investment of public funds, where it could adversely affect the public interest if discussion of such matters were disclosed.

(6) *Matters of public protection:* Any tactic and techniques utilized in protecting the safety and property of the public, provided that their closure could impair such protection.

(7) *Matters relating to litigation, negotiations and attorney-client privilege:* Any matter of pending or anticipated litigation or contract negotiation other than in (4) above in which the Carneys Point Township Sewerage Authority is or may become a party. Any matters falling within the attorney-client privilege, to the extent that confidentiality is required for the attorney to exercise ethical duties as a lawyer.

(8) *Matters relating to the employment relationship:* Any matter involving the employment, appointment, termination of employment, terms and conditions of employment, evaluation of the performance of promotion or disciplining of any specific prospective public officer or employee or current public officer or employee employed or appointed by the public body, unless all of the individual employees or appointees whose rights could be adversely affected request in writing that such matter or matters be discussed in public.

(9) *Deliberations after public hearing.* Deliberations by the Carneys Point Township Sewerage Authority occurring after a public hearing that may result in a civil penalty or the suspension or loss of a license or permit of a responding party; and

**WHEREAS**, the CPTSA Board has determined that it is necessary to go into a closed session to discuss certain matters relating to the items as permitted by N.J.S.A. 10:4-12b

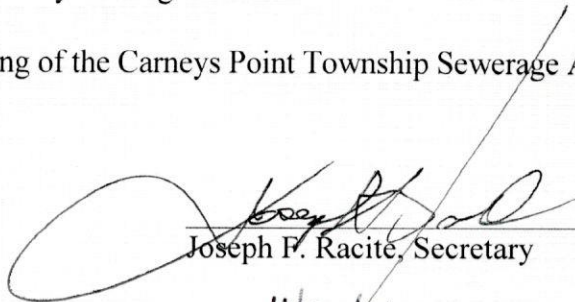
**NOW, THEREFORE BE IT RESOLVED**, by the Carneys Point Township Sewerage Authority Board will go into closed session to discuss the following, in accordance with the aforesaid provisions of the Open Public Meetings Act, after which it will reconvene in the public:

A. Personnel: union contract

**THIS RESOLUTION** shall take effect immediately.

**BE IT FURTHER RESOLVED** that the minutes of the closed session will be made available to the public when the need for privacy no longer exists.

**ADOPTED**, at a regular meeting of the Carneys Point Township Sewerage Authority on April 19, 2016.

  
\_\_\_\_\_  
Joseph F. Racite, Secretary  
Date 4/20/16

Committee	Moved	Seconded	Y	N	Abstain	Absent
Dr. Racite			X			
Mr. Pelura	X		X			
Mr. Gatanis		X	X			
Mr. Newton			X			
Mr. Rullo			X			