

CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY

RESOLUTION 2021-39

Resolution Establishing Performance Bond and Escrow Fee Amounts

WHEREAS, Vesper Opportunity Fund, LP (“Vesper”) has applied for sanitary sewer improvements for 25 N. Golfwood Road (Block 55, Lot 14); and

WHEREAS, the Carneys Point Township Sewerage Authority (“CPTSA”) engineer as reviewed the proposed improvements based upon plans and specifications prepared by Marathon Engineering & Environmental Services; and

WHEREAS, the CPTSA engineer has issued a letter dated June 24, 2021 recommending a Performance Bond in the amount of \$95,346.00 and an Escrow Fee in the amount of \$9,256.40 be posted by Vesper prior to making the sanitary sewer improvements; and

WHEREAS, the CPTSA has reviewed the CPTSA engineer letter and agrees with it.

NOW THEREFORE, BE IT RESOLVED by the CPTSA that Vesper shall post a Performance Bond in the amount of \$95,346.00 and an Escrow Fee in the amount of \$9,256.40 be posted by Vesper prior to making the sanitary sewer improvements.


Anthony Rullo, Authority Chairman

Date of Adoption: July 20, 2021

Committee	Moved	Seconded	Y	N	Abstain	Absent
Dr. Racite	✓		✓			
Mr. Basile			✓			
Mr. Brown		✓	✓			
Mr. Newton			✓			
Mr. Rullo			✓			

*Nov
Resolution
2021-39*

CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY
RESERVATION OF SEWER CAPACITY AGREEMENT

THIS AGREEMENT, made this 20th day of July, 2021, by and between the **CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY**, a New Jersey municipal authority maintaining a principal place of business at 303 Harding Highway, Carneys Point Township, New Jersey 08069 (hereinafter referred to as “Authority”) and **VESPER OPPORTUNITY FUND LP**, a Pennsylvania limited liability company with an office located at 1100 Brynlawn Road, Villanova, Pennsylvania 19085 (herein referred to as “Vesper”).

WITNESSETH:

WHEREAS, the Authority provides sanitary sewer service to portions of Carneys Point Township located in Salem County, New Jersey;

WHEREAS, Vesper is the owner of land located at 25 North Golfwood Avenue (County Route 601) in Carneys Point Township, Salem County, New Jersey, and more particularly known as Block 55, Lot 14 on the Official Carneys Point Township Tax Maps (the “Property”);

WHEREAS, Vesper proposes the development of a logistics center on the Property that will consist of a 371,000 +/- square foot warehouse / distribution building together with related site improvements on the Property (the “Project”) as depicted on the Preliminary and Final Site Plans dated May 6, 2020, last revised June 7, 2021, prepared by Marathon Engineering and Environmental Services, consisting of twenty-five (25) sheets, attached hereto as **Exhibit A**;

WHEREAS, the Project can generate up to 5,463 gallons per day of sanitary sewer wastewater;

WHEREAS, Vesper desires to acquire from the Authority 28 service units of sanitary sewer capacity (5,463 gallons per day of sanitary sewer wastewater / 200 gallons per service unit = 28 service units) in order to provide adequate sanitary sewer service for the Project;

WHEREAS, the Authority presently has available capacity to serve the Project, but the available capacity is limited;

WHEREAS, the Authority will agree to provide Vesper with 28 service units of sanitary sewer capacity, pending receipt of all local and state permits and approvals; and

WHEREAS, Vesper desires to reserve 28 service units of capacity for utilization by the Project on the Property, and the Authority is willing to reserve that capacity for Vesper, all of which shall be in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, intending to be bound and for other good and valuable consideration, the parties hereto agree as follows:

1. Recitals. The aforementioned recitals noted in this Agreement are deemed part of this Agreement and are incorporated into the terms and conditions of this Agreement.
2. Reservation of Capacity. The Authority agrees to reserve and make available to Vesper an amount of 28 service units of sanitary sewer capacity to be utilized for the Project on the Property. The capacity being reserved pursuant to this Agreement may not be used at any other location and/or for any other purpose other than for the purposes set forth in this Agreement. The treatment capacity for the Project will be at the Carneys Point Township Sewerage Authority Treatment Plant (“WWTP”), owned and operated by the Authority.
3. Connection Fees. The parties acknowledge that the connection fee for the Project, consistent with the Authority’s Sewer Use Rules and Regulations, prepared by Professional Consulting Inc., originally adopted February 28, 2007, last amended December 17, 2013 (the

“Regulations”), is fixed at \$4,445.00 per 200 gallon per day service unit of sewer wastewater for a total of \$124,460.00 (28 service units x \$4,445.00 per service unit = \$124,460.00) for the Project.

4. Sewer Use Rules and Regulations. In addition to the terms and conditions set forth in this Agreement, all rules and regulations set forth in the Regulations, in effect as of the date of the execution of this Agreement, shall be applicable to this Agreement as if fully set forth herein. This includes, but is not limited to, Chapter 13, Policy for Reserving Connection and Service.

5. Sewer Capacity Reservation Fee. Consistent with the Regulations, Vesper agrees to pay to the Authority a Sewer Capacity Reservation Fee in the amount of \$62,230.00 to reserve 28 service units of sanitary sewer capacity for the Project on the Property, as set forth in this Agreement. The \$62,230.00 Sewer Capacity Reservation Fee shall be credited towards the total Project sewer connection fee of \$124,460.00 at time of actual sewer connection of the Project to the Authority sewerage system resulting in a remaining sewer connection fee balance of \$62,230.00.

Furthermore, and only after the Project is completely and fully constructed, and fully operational with full tenant occupancy (but no more than twenty-four months after the Project is completely and fully constructed), the Authority Engineer may perform an analysis to determine if Vesper is actually utilizing or will be foreseeably utilizing the full amount of its sanitary sewer capacity. If it is determined by the Authority Engineer that there is an unused portion of sewer capacity, as set forth above, then the Authority may request Vesper to return any unused sewer capacity. If the Authority takes back any unused sewer capacity, the Authority shall reimburse Vesper for that amount of the Sewer Connection Fee representing the unused sewer capacity that is returned to the Authority.

6. Sewer Connection Fee. At time of actual connection of the Project to the Authority sewerage system, Vesper shall pay an \$62,230.00 sewer connection fee to Authority in addition to the credit received for the \$62,230.00 Sewer Capacity Reservation Fee.

7. Time Limitation. The 28 service units of sanitary sewer capacity, referenced in Paragraph 2 above, shall be reserved by the Authority and exclusively held for the Project for a twenty-four (24) month period beginning on the date of the execution of this Agreement by both the Authority and Vesper in accordance with the terms set forth herein. This Agreement is considered valid for twenty-four (24) months beginning from the date of execution of this Agreement by both the Authority and Vesper and may be renewed or extended for additional periods only upon mutual consent of both the Authority and Vesper. The Sewer Capacity Reservation Fee shall be forfeited by Vesper to the Authority should it not be applied as a credit for the Project sewer connection fee during the twenty-four (24) month period of this Agreement as may be renewed or extended in writing by both the Authority and Vesper.

8. Approvals. Vesper agrees to proceed expeditiously with the securing of any and all approvals necessary to develop the Project, which shall be accomplished at the sole cost and expense of Vesper.

9. No Agency. Vesper is not an agent of the Authority, nor is the Authority conducting a joint venture with Vesper, and Vesper will not represent to the contrary at any time.

10. Miscellaneous. This Agreement shall be interpreted in accordance with the laws of the State of New Jersey and shall be binding upon the respective parties, their successors, heirs and assigns. It is understood and agreed that this Agreement constitutes all of the terms and conditions that have been agreed upon by the parties named herein and this Agreement may only be modified by a written document executed by both parties hereto. Vesper can assign this

Agreement to another developer of the Project on the Property with the Authority's written consent.

11. Entire Agreement. This Agreement contains the entire agreement of the Authority and Vesper. Any change to this Agreement shall be effective only if it is written and executed by both the Authority and Vesper.

12. Severability. If any provision of this Agreement or the application hereof to any person or circumstances shall be found to be invalid by a Court of competent jurisdiction in the State of New Jersey, the remainder of the provisions of the Agreement and the application hereof to the other persons or circumstances shall not be affected thereby.

13. Effective Date. The date of this Agreement is the date on which it is executed by the last party to do so. Both parties shall sign this Agreement within 30 days of the date in which the Authority adopts a resolution approving this Agreement.

Signatures appear on the following page.

IN WITNESS WHEREOF, the Authority and Vesper have caused this Agreement to be executed by their appropriate representatives, all of whom have been duly authorized to do so, on the date set opposite their respective names.

**CARNEYS POINT TOWNSHIP SEWERAGE
AUTHORITY, a New Jersey municipal
authority**

Dated: 7/20/2021

By: 

Attest: 

Dated: _____

**VESPER OPPORTUNITY FUND LP, a
Pennsylvania limited partnership**

By: _____
Gary Silvi, President

Attest: _____

EXHIBIT A

Site Plan