

## **RESOLUTION 2021-31**

### **BORDENTOWN SEWERAGE AUTHORITY**

#### **RESOLUTION OF THE BORDENTOWN SEWERAGE AUTHORITY, IN THE COUNTY OF BURLINGTON, STATE OF NEW JERSEY AUTHORIZING FIRST ADDENDUM TO A MUNICIPAL DEVELOPER'S AGREEMENT BETWEEN THE AUTHORITY AND RISING SUN MEADOWS, LLC.**

**WHEREAS**, the Authority and Rising Sun Meadows, LLC ("RSM") previously entered into a Municipal Developer's Agreement on February 25, 2020 ("Agreement") for the specific purpose of outlining the respective parties' obligations as it related to sanitary sewer improvements to be constructed on and in property identified as Block 138.01, Lots 41, 42, and 43; and

**WHEREAS**, the Authority and the RSM have determined that the current eight (8) inch sewer collection main (the "Line") presently lying within Rising Sun Road is in need of rehabilitation;

**WHEREAS**, the Authority and the RSM have determined that the Line can be significantly improved for the benefit of the users of the RSM development if lining work is undertaken;

**WHEREAS**, RSM has elected to privately bid and undertake this work in connection with the advancement of the development of its project;

**WHEREAS**, the Authority has identified that 221 linear feet of the Line should be the responsibility of the Authority and to this extent, the Authority believes that it would

be appropriate for the Authority to reimburse RSM for the lining of this limited section of the Line;

**WHEREAS**, through this First Addendum, the Authority and the RSM wish to amend the Agreement to adequately reflect the parties' obligations with respect to this additional work that is to be undertaken by RSM;

**NOW, THEREFORE, BE IT RESOLVED**, by the Board Members of the Bordentown Sewerage Authority, in the County of Burlington, State of New Jersey that:

1. The first addendum of the Municipal Developers Agreement between The Bordentown Sewerage Authority and Rising Sun Meadows LLC is attached hereto as appendix "A" is hereby approved in its present form by the Authority.
2. The Authority's Executive Director and Administrative Manager are hereby authorized to undertake any and all necessary actions to distribute the agreements in draft form to the Developer and their designated representatives for the purpose of the Developer's execution of the same.
3. The Authority's Executive Director is hereby authorized to execute the agreements on behalf of the Authority.
4. Any and all resolutions inconsistent with this resolution are hereby repealed to the extent of such inconsistencies.

**RECORDED VOTE:**      **Yay    Nay    Abstain    Absent**

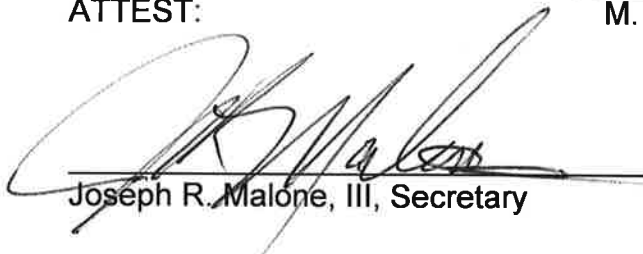
M. Ellen Gulbinsky	X			
James E. Lynch, Jr.	X			
Joseph R. Malone, III	X			
Leonard J. de Groot	X			
Aneka Miller				X

Date of adoption: April 19, 2021

**THE BORDENTOWN SEWERAGE AUTHORITY**

**ATTEST:**

By: M. Ellen Gulbinsky  
M. Ellen Gulbinsky, Chairwoman

  
Joseph R. Malone, III, Secretary

**EXHIBIT "A"**

**FIRST ADDENDUM TO AN  
MUNICIPAL DEVELOPER'S AGREEMENT BETWEEN THE  
BORDENTOWN SEWERAGE AUTHORITY AND RISING SUN  
MEADOWS, LLC CONCERNING SANITARY SEWER IMPROVEMENTS  
TO BE CONSTRUCTED ON AND IN CONNECTION WITH THE  
DEVELOPMENT OF BLOCK 138.01, LOTS 41, 42, AND 43**

THIS FIRST ADDENDUM TO AN MUNICIPAL DEVELOPER'S AGREEMENT is dated this \_\_\_\_ day of March, 2021 by and between Bordentown Sewerage Authority (hereinafter referred to as the "Authority") with an address of 954 Farnsworth Avenue, P.O. Box 396, Bordentown, New Jersey 08505 and Rising Sun Meadows, LLC, (hereinafter referred to as the "RSM") with an address of 242 Route 79, Suite 9, Morganville, New Jersey, 07751.

**WHEREAS**, the Authority and RSM previously entered into a Municipal Developer's Agreement on February 25, 2020 ("Agreement") for the specific purpose of outlining the respective parties' obligations as it related to sanitary sewer improvements to be constructed on and in property identified as Block 138.01, Lots 41, 42, and 43; and

**WHEREAS**, the Authority and the RSM have determined that the current eight (8) inch sewer collection main (the "Line") presently lying within Rising Sun Road is in need of rehabilitation;

**WHEREAS**, the Authority and the RSM have determined that the Line can be significantly improved for the benefit of the users of the RSM development if lining work is undertaken;

**WHEREAS**, RSM has elected to privately bid and undertake this work in connection with the advancement of the development of its project;

**WHEREAS**, the Authority has identified that 221 linear feet of the Line should be the responsibility of the Authority and to this extent, the Authority believes that it would be appropriate for the Authority to reimburse RSM for the lining of this limited section of the Line;

**WHEREAS**, through this First Addendum, the Authority and the RSM wish to amend the Agreement to adequately reflect the parties' obligations with respect to this additional work that is to be undertaken by RSM;

**NOW, THEREFORE**, in consideration of the mutual covenants and promises set forth herein, the Bordentown Sewerage Authority and Rising Sun Meadows, LLC hereby agree that the February 25, 2020 Agreement shall be revised to reflect the following:

**SECTION 1.** The Agreement shall be revised to reflect that RSM will prepare and circulate bid specifications for the lining of an eight (8) inch sewer collection line lying within Rising Sun Road (as shown in Exhibit "A" attached hereto). To this extent, RSM agrees that it shall not release and make available any bid specifications until the Authority has had the opportunity to review and consent to the bid specifications that will be circulated to contractors. The bid specifications at a minimum shall demonstrate how the pre and post lining television work is to be undertaken and how the Line will be adequately cleaned prior to the lining work being undertaken. The Authority and RSM further agree that the bid specifications will include a per linear foot cost for the lining of the Line. The parties agree that RSM will directly contract with the qualified low bidder to undertake this work and that RSM will be the primary party responsible for the payment of any and all work undertaken for the benefit of RSM. The Authority agrees that it will pay RSM directly a fee equal to the per linear foot lining costs for up to 221 linear feet of the Line following the Authority's inspection of the same and receipt of the

pre and post television recording of the Line. The Authority shall reimburse RSM within thirty (30) days of the Authority's receipt of an invoice for the work.

**SECTION 2.** All inspection costs associated with the installation of the 221 linear feet of sewer main lining shall be the responsibility of the Authority.

**SECTION 3.** Unless modified herein, each of the provisions set forth in the February 25, 2020 Municipal Developer's Agreement shall remain in full force and effect.

**SECTION 4.** This Addendum may be signed in part or counterpart and transmitted by facsimile or email transmission.

**SIGNED AND AGREED TO BY:**  
**WITNESS:**

\_\_\_\_\_

**BORDENTOWN SEWERAGE AUTHORITY:**

By: \_\_\_\_\_  
Thomas Redwood, Executive Director

**WITNESS:**

\_\_\_\_\_

**RISING SUN MEADOWS LLC:**

By: \_\_\_\_\_  
Andrew Werbler, Managing Member