

**WOOLWICH TOWNSHIP
120 VILLAGE GREEN DRIVE
WOOLWICH TOWNSHIP, NEW JERSEY 08085**

856-467-2666

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To: Matt Blake, DCD
Mayor Vernon Marino

From: Jane DiBella, Administrator/Clerk

Date: September 16, 2019

Re: 9-9-19 meeting

For your files, please be in receipt of a certified copy of the following Resolution as adopted by the Woolwich Township Committee on September 16, 2019:

R-2019-215 Resolution of the Township of Woolwich, County of Gloucester Approving A Memorandum of Understanding Between the Township of Woolwich, The Gloucester County Utilities Authority, The Gloucester County Improvement Authority and Precision Land Development, LLC in Regards to Sewer Conveyance and Disposal

**RESOLUTION OF THE TOWNSHIP OF WOOLWICH, COUNTY OF GLOUCESTER APPROVING A
MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWNSHIP OF WOOLWICH, THE GLOUCESTER
COUNTY UTILITIES AUTHORITY, THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY AND
PRECISION LAND DEVELOPMENT, LLC IN REGARDS TO SEWER CONVEYANCE AND DISPOSAL
R-2019-215**

WHEREAS, it is necessary for the for the Gloucester County Improvement Authority to dispose of leachate from a landfill that the Authority operates, and the Gloucester County Utilities Authority intends to construct a pump station and force main to convey the leachate to the Utilities Authority; and

WHEREAS, the Township of Woolwich has contracted with Precision Land Development, LLC for the installation of a gravity sewer conveyance system to service the Route 322 corridor; and

WHEREAS, the Township of Woolwich has determined it to be in their best interest to participate in said improvements to its advantage as it relates to its own efforts to install its sewer conveyance system; and

WHEREAS, the terms of which have been reduced to writing within a Memorandum of Understanding between the Township of Woolwich, the Gloucester County Improvement Authority, the Gloucester County Utilities Authority and Precision Land Development, LLC, as attached hereto; and

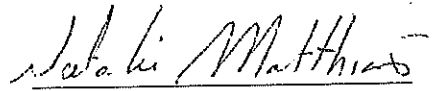
WHEREAS, the Township Committee of the Township of Woolwich are in agreement to said terms contained therein;

NOW THEREFORE BE IT RESOLVED by the Township Committee of the Township of Woolwich as follows:

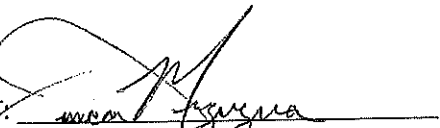
1. That the Township Committee of the Township of Woolwich hereby approves entering into a Memorandum of Understanding between the Township of Woolwich, the Gloucester County Improvement Authority, the Gloucester County Utilities Authority and Precision Land Development, LLC as attached hereto, contingent upon the approval of all other participating parties.

Adopted this 9th day of September, 2019

TOWNSHIP OF WOOLWICH

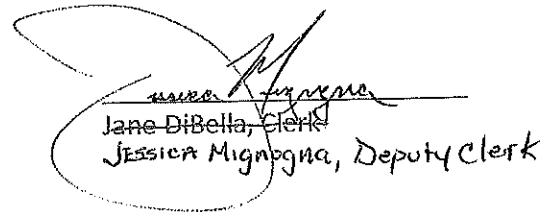

Natalie Matthias, Deputy Mayor

ATTEST:


Jane DiBella, Clerk
Jessica Mignogna, Deputy Clerk

CERTIFICATION

The foregoing resolution was duly adopted by the Township Committee of the Township of Woolwich at a meeting held on the 9th day of September, 2019.


Jane DiBella, Clerk
Jessica Mignogna, Deputy Clerk

MEMORANDUM OF UNDERSTANDING

Parties:

1. GCUA Gloucester County Utilities Authority
2. GCIA Gloucester County Improvement Authority
3. Woolwich Township
4. Precision Land Development, LLC

Project

The Gloucester County Improvement Authority (GCIA) operates a County Landfill. Leachate from the landfill is collected and stored on-site. Current practice is to haul the leachate to the Gloucester County Utilities Authority (GCUA) Wastewater Treatment Plant. Approximately 30-truck loads are delivered each day, Monday through Friday. Wet weather conditions increase the volume, with peak days of 200,000 gpd. Monthly average day flows vary from 70,000 to 100,000 gpd. The waste hauling process is estimated to be \$900,000.00 annual expense for GCIA.

The GCIA intends to construct a pump station and force main to convey the leachate to the GCUA interceptor system.

GCIA will complete all on-site improvements to pipe leachate to the GCIA leachate pump station under separate contracts. GCIA will also be responsible for the design and construction of the GCIA pump station which will be designed to GCUA standards. GCIA will contract CME to provide engineering services for the pump station. CME will coordinate with RVE regarding pump and control selections. GCUA will have final review of pump station components and controls to ensure conformance with GCUA standards. GCIA will also coordinate electrical service and any auxiliary power needs.

Woolwich Township is currently constructing a gravity sewer conveyance system to service the Route 322 corridor. A regional pump station is proposed. Precision Land Development LLC is contracted for these improvements and for a future force main with routing to be determined. The project has funding approvals with New Jersey Infrastructure Bank (NJIB).

Precision Land Development LLC, through its engineering consultant CES, will design the gravity interceptor to the pump station. Aqua will provide engineering design review services pertaining to this work. Aqua has also authorized CES as their consultant to modify the existing Woolwich Pump Station design for this project. Aqua has also authorized CES to design and permit the force main from the Woolwich Pump Station to the "Mantua Main". The "Mantua Main" is the shared force main for flows from Woolwich Township and GCIA. It starts at the intersection of Route 322 (Swedesboro Road) and Garwin Road at Kingsway Regional High School and continues to a discharge point into the Edwards Run Interceptor prior to the GCUA Mantua Creek Pump Station.

It has been determined that a shared service agreement is prudent for all parties to combine into one shared cost project. The preliminary concept is to construct a GCIA leachate pump station with a force main connecting with a Woolwich force main, starting the "Mantua Main".

The combined flows for Woolwich Pump Station and the GCIA pump station will then convey wastewater to the GCUA Mantua Creek Pump Station located off Mantua Road in East Greenwich Township. In addition to the GCIA leachate flows, 800,000 gpd is planned for future Woolwich Township sewer connections.

Gloucester County will determine whether a modification to the County's wastewater management plan is necessary as a result of this project and will have the responsibility to submit a revised plan if required.

A one-time impact fee will be assessed to new customers connecting to the wastewater system for this amended sewer service area for GCUA system improvements needed to accommodate the additional regional flows. Fees are \$8.72/gallon.

A contract and/or contract amendment will be negotiated with Precision Land Development LLC for completion of all components of the project.

Terms of Agreement

1. GCIA will be responsible for all construction costs pertaining to the leachate pump station and force main connecting to the Mantua Main.
2. Subsequent to construction completion, GCIA will transfer ownership of leachate pump station and force main to GCUA. GCUA will be responsible for future maintenance, repairs and operating costs for the pump station and force main. GCUA will provide licensed operator services for the GCIA pump station and force main.
3. Woolwich Township will complete construction of the Route 322 sewer collection system, consistent with the terms of an agreement between Woolwich Township and Aqua.
4. Pursuant to the terms of an agreement between Woolwich Township and Aqua, Woolwich Township will retain ownership, until such time as Aqua is legally permitted to take ownership pursuant to any bonding restrictions, and Aqua will provide a licensed operator and be responsible for future maintenance and repairs to the sewer collection system.
5. The cost for construction of the "Mantua Main" will be shared by GCIA and Woolwich Township equally (50% each).
6. GCUA will assume ownership of the Mantua Main and be responsible for future operations and maintenance costs. Transfer of ownership for Woolwich's portion of the Mantua Main will be deferred until debt service for the construction of this sewer infrastructure is eliminated.
7. RVE will coordinate with CME, the GCIA pump station designer, and with CES, Woolwich Pump designer, to determine current and future operation points for pump

selections. Current and future operational sequences will be reviewed to ensure that the two (2) pump stations operate in concert.

8. Each party will be responsible for payment of legal and engineering service fees to their appointed consultants based on the assignment of tasks promulgated in this Memorandum of Understanding.
9. Precision Land Development LLC will be contracted to complete project work.
10. Precision Land Development LLC will be invited to participate in the design process, so the project can be, in-part, a "design-build" effort to streamline design costs and to fast track the project schedule.
11. Once the preliminary design is completed, Precision Land Development LLC will be required to provide a not-to-exceed contract price for the different project elements. A Notice to Proceed will be issued once funding approvals are in-place.
12. The Parties to this Memorandum of Understanding agree to each use their best efforts to cooperate with each other on any applications to any governmental authority having jurisdiction and any private party with review and/or approval rights, to provide its support and assistance in facilitating and expediting any such applications, and to use its best efforts in order to effectuate the Mantua Main, the gravity sewer conveyance system to service the Route 322 corridor, and the construction and/or improvements to sewer pump stations required by these projects, including applications for modifications of regulations, changes in standards or other relief from such governmental authorities or for amendments to any existing agreements between any of the Parties.