



Chris Christie  
Governor

Kim Guadagno  
Lt. Governor

## State of New Jersey

THE PINELANDS COMMISSION

PO Box 359

NEW LISBON, NJ 08064

(609) 894-7300

www.nj.gov/pinelands

General Information: Info@njpines.state.nj.us  
Application Specific Information: AppInfo@njpines.state.nj.us



Sean W. Earlen  
Chairman

Nancy Wittenberg  
Executive Director

# MEMORANDUM

To: Members, Pinelands Commission

From: Larry L. Liggett, Director, Land Use Programs  
Gina A. Berg, Resource Planner

Date: November 13, 2017

Subject: Proposed First Amendment to the Memorandum of Understanding among Winslow Township, the Camden County Municipal Utilities Authority and the Pinelands Commission

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This is to provide you with staff's recommendation to authorize a proposed amendment to the Memorandum of Understanding (MOU) with Winslow Township and the Camden County Municipal Utilities Authority (CCMUA). The original MOU and the First Amendment to the MOU are both attached. The purposes and basis for the original MOU and this First Amendment are detailed below.

### Original MOU – To solve sewer bans and to reduce wastewater treatment costs

Prior to the original MOU, both Winslow Township and the CCMUA desired to correct wastewater issues through adoption of an amendment to the Tri-County Water Quality Management Plan (WQMP.) For Winslow Township, they wished to have a sewer ban lifted. The New Jersey Department of Environmental Protection (DEP) had placed the Township under the restrictions of a sewer ban that disallowed new connections to its sewage collection system. In the case of the CCMUA, they needed the WQMP amendment to allow them to close the Winslow Township Wastewater Treatment Plant (WTWTP) at Sicklerville and instead send that effluent to the Delaware No. 1 Water Pollution Control Facility in the City of Camden. These wastewater management actions required a WQMP amendment. The rules for WQMP amendments required the consent of the Pinelands Commission to the proposed amendment.

Although the service area and the WTWTP at Sicklerville, as well as the CCMUA Delaware No. 1 plant are outside the Pinelands Area, the Commission had an interest in protecting the resources of the Pinelands related to the proposed closing of the Sicklerville plant and discharge of wastewater to the Delaware No. 1 plant. First, the proposed sewer main extensions would result in an interbasin transfer out of the Great Egg Harbor River watershed. Second, the Sicklerville plant treatment process included

infiltration lagoons that recharged water in the Great Egg Harbor River basin to the Kirkwood Cohansey (K/C) aquifer. Since the CMP restricts interbasin transfer and because the loss of effluent recharge had the potential to affect the resources of the Pinelands Area by depleting the Kirkwood Cohansey aquifer and by reducing the baseflow of the headwaters of the Great Egg Harbor River, the Commission would provide positive comment on the WQMP amendment only through implementation of the conditions of the MOU.

At the Commission meeting on December 4, 2009, the Commission authorized the Executive Director to execute the original MOU with a number of conditions in it to protect the resources of the Pinelands where the Commission would not otherwise have the ability to act. The document was fully executed with the final signature on February 1, 2010. By signing the MOU, the Commission provided endorsement of the amendment to the WQMP. This allowed DEP to adopt the amendment and allowed the CCMUA to proceed with decommissioning the Sicklerville plant and installing sewer mains to carry effluent from Winslow Township to the Delaware No. 1 facility.

### Conditions of the original MOU

The conditions of the MOU were intended to prevent adverse ecological impact to the resources of the Pinelands and are summarized as follows:

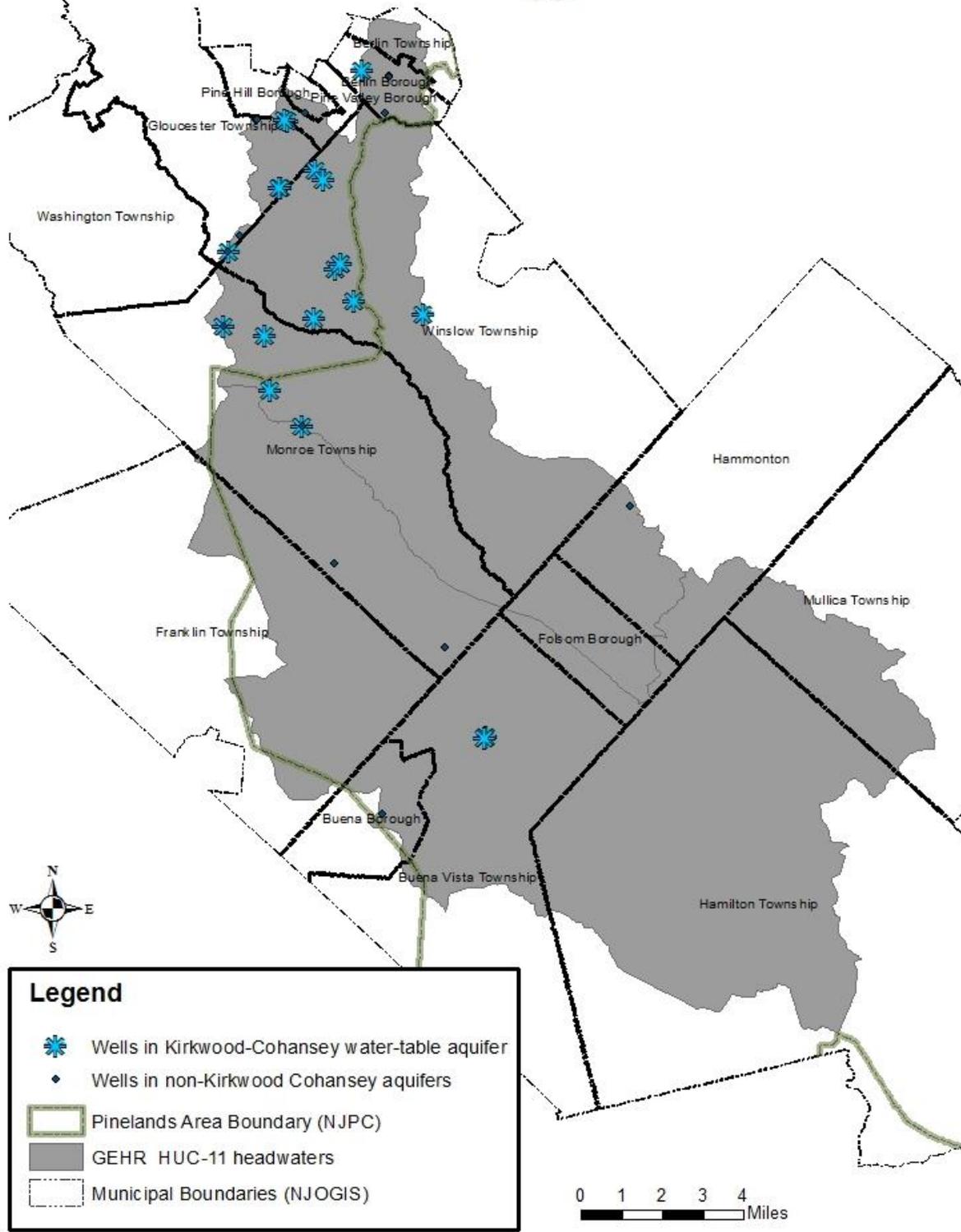
1. Winslow Township would purchase a minimum of 1.5 million gallons per day (MGD) of non-K/C water for their public supply system to offset the loss of recharge due to closing the infiltration lagoons at the Sicklerville plant. *(Status: complete and ongoing)*
2. The Township would send reports to the Commission containing data on monthly water use from Kirkwood Cohansey wells and would be required to purchase additional non-K/C water for any new development in the municipality. *(Status: complete and ongoing)*
3. Winslow Township would sequence use of Kirkwood Cohansey wells in accordance with United States Geological Survey (USGS) recommendations. *(Status: complete and ongoing)*
4. The CCMUA would fund the creation of two continuous stream flow monitoring stations (study sites) in the Great Egg Harbor River watershed and would deliver stream monitoring data to the Township and the Commission. *(Status: complete)*
5. The CCMUA would prevent the export of additional water as effluent from the Great Egg Harbor River by placing a cap on sewage flows unless it was documented that no adverse ecological impact was occurring based on stream flow analysis. *(Status: complete)*
6. Winslow Township would prepare stream flow analysis for each month of the year for the stream monitoring stations compared to index stations to document that no adverse ecological impact was occurring. This was intended to continue until the Commission was assured that no impacts would occur from future development. *(Status: Incomplete and inconclusive)*
7. The Commission would endorse a WQMP amendment. *(Status: complete)*

While other conditions of the MOU were fully met, the condition requiring analysis of stream flow was not productive. The analyses that were done were both incomplete and inconclusive. Analysis of stream flow was the tool to be used for evaluating adverse ecological impact in the Great Egg Harbor River watershed due to the reduction in withdrawals, the reduction in recharge, and the removal of the wastewater treatment plant. The methodology and data available for evaluating adverse ecological impact created a situation where it could be argued that any impact seen may not necessarily be due to Winslow Township diversions, but from any of the many other diversions in the watershed. See the map below for reference regarding the number of diversions in the upper Great Egg Harbor River. Modeling was completed that demonstrated that the purchase of non-K/C water offset the loss of

recharge to the aquifer. For these reasons, the procedure for evaluating overall basin stream flow impacts would be better set to a numerical standard, such as the Low Flow Margin offered by the State Water Supply Plan 2017-2022 issued in October 2017.

Under the original MOU, Winslow contracted with the United States Geological Survey to produce a report that recommended sequencing use of the Township's wells in order to minimize aquifer impacts. The Township subsequently created a Supervisory Control and Data Acquisition (SCADA) system to implement the recommendations of the USGS for sequencing well use. The report recommendations focused on using a K/C well in the Mullica watershed as the primary well for the Township. Under a separate Memorandum of Agreement (MOA) between the Commission and the CCMUA, interbasin transfer from the Mullica watershed is also limited. As future water demand increases, it is possible that the limits set under the Mullica MOA will be reached. While this First Amendment to the 2009 MOU has directed that well use will be sequenced to comply with the terms of this MOU instead of complying with the USGS report, it may be necessary to re-open discussions relative to well sequencing at some future date when Winslow's demand approaches the maximum for either the Mullica watershed or for all its K/C wells.

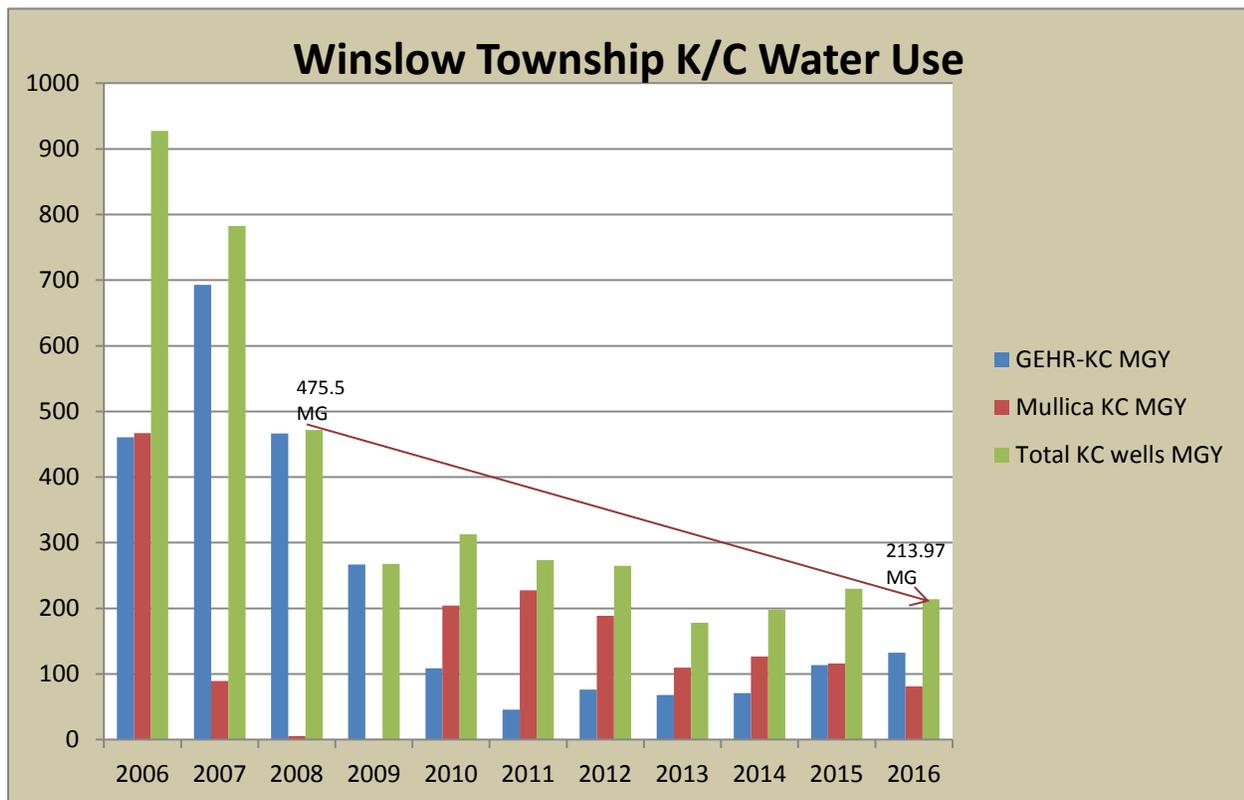
## Kirkwood Cohansey Wells in the Headwaters of the Great Egg Harbor River Basin



Proposed Amendment (to give credit for water conservation measures and to clarify how to administer the provisions in the future)

1) Conservation Credit:

Currently, Winslow Township is requesting certain amendments to the MOU. The request hinges on the fact that water use in the municipality has declined significantly since the year 2008. That year was the first full year after the Township began purchasing 1.5 MGD of water from NJAWC to offset closing the infiltration lagoons at Sicklerville. Around that time, the Township also instituted a water conservation ordinance and a water utility rate structure that encouraged water conservation. Below is a chart that shows Winslow's use of Kirkwood Cohansey water dropping, first from the purchase of water from NJAWC and second, in 2008, from enactment of water conservation measures.



Total K/C use in 2008 = 475.5 MGY. Current K/C water use is 213.97. Under the amendment to the MOU, Winslow would receive credit for conservation at the difference between use in 2008 and use in 2016, i.e.,  $475.5 - 213.97 = 261.53$  MGY credit.

At 270 gallons per dwelling unit, the credited water volume is the equivalent of 2,653 units or at 0.125 g/sf/d, it is the equivalent of 5,732,164 sf of office/retail.

2) New Control:

In October 2017, the NJDEP issued the State Water Supply Plan 2017-2022. That document relates the potential for ecological impacts to a standard described as 25% of the Low Flow Margin (LFM25.) The Low Flow Margin is the difference between the average low flow of a stream and the September low flow for a seven-day period in ten years, or what essentially is the drought flow of the stream. The Water Supply Plan allows that on average 25% of the Low Flow Margin may be withdrawn without adverse ecological impacts. The Water Supply Plan

goes on to compare peak use in a watershed to the LFM25 volume. If peak annual use is greater than the LFM25, then adverse ecological impacts occur and the watershed is stressed.

In the headwaters of the Great Egg Harbor River where most of Winslow Township wells are located, the Water Supply Plan indicates that peak year usage in 2007 was between 159% and 202% of the LFM25. As described by the Water Supply Plan, ecological impacts occur in a watershed when peak use exceeds LFM25 volume. Therefore, steps should be taken to reduce Kirkwood Cohansey withdrawals below the 2007 volume. Amending the MOU to apply the findings of the Water Supply Plan relative to the LFM25 in the headwaters of the Great Egg Harbor River affords the opportunity to set a finite number on Winslow Township's Kirkwood Cohansey diversions and to reduce adverse ecological impacts. The amended MOU would set the total Kirkwood Cohansey volume for Winslow Township at the use reported in 2008 (475.5 Million Gallons Yearly) which is less than the peak use volume. Although Winslow Township withdrawals represent only a portion of the stresses on the headwaters of the Great Egg Harbor River, by limiting the municipal withdrawals to less than the peak year volume, it will begin to address ecological impacts from existing usage and better protect the resources of the Pinelands Area.

With regard to using the LFM25 to determine adverse ecological impacts, we note that Commission studies of the Kirkwood Cohansey aquifer may not support its application in every HUC-11 watershed. The LFM25 is a statewide average used in the Water Supply Plan to assess whether ecological impacts can be expected in a watershed. However, in any specific watershed, the actual percentage of the LFM when impacts occur may be greater or less than 25%. Use of the State Water Supply Plan in the case of this MOU is not intended to set a precedent for implementing the LFM25 in all watersheds of the Pinelands area. In the future, the Commission may consider whether it is appropriate in the Pinelands Area to consider some other standard for water use to minimize the potential for adverse ecological impacts in specific HUC-11s.

The amended MOU also puts in place a monthly maximum withdrawal of 85.67 Million Gallons (MG). This limit is intended to prevent stream flow depletion during summer months when stream flow would be at its lowest and water demand at its highest. The volume is calculated using a peaking factor of 2.18 (no units) which is multiplied by the average monthly use. The peaking factor is intended to describe the ratio between maximum demand and average demand. Average monthly demand in 2008 was determined to be 39.5 MG. By applying the peaking factor to set the maximum monthly withdrawal, we recognize changing daily demand while still keeping total demand within the cap.

### 3) New Planning Effort:

Further actions will be needed to compensate for past use impacts to the Great Egg Harbor River basin. The State Water Supply Plan lacks a specific action plan but recommends that work should be done to identify the methods and means to reduce demand where greater than the LFM25 volume is in demand at peak use or at full allocation. A condition of the amended MOU requires a collaborative effort to begin to delineate specific actions to reduce stress on the Great Egg Harbor River basin.

### Conditions of the First Amendment to the MOU

A summary of the conditions in the amended MOU follows:

1. Continue water use purchase of 547.5 MGY of water from NJAW to offset loss of infiltration (Township)
2. Continue water use monitoring (Township)
3. Withdraw no more than a total sum not to exceed 475.5 MGY from K/C wells, unless it is for development of a grandfathered project (Township)
4. Provide greater protection from summer peak use impacts by setting a new limit on monthly maximum withdrawal not to exceed 85.67 MG
5. Grandfathered projects are listed and assigned specific volumes (Township)
6. Continue effluent monitoring (CCMUA)
7. Review water use and effluent discharge reports (Pinelands)
8. Initiate Watershed Work Group to develop an action plan to further reduce K/C use in the upper GEHR (Pinelands)

### Conclusion

In preparing the amended MOU, staff corresponded extensively with parties to the agreement. Further, staff and the Township met with representatives from the Pinelands Preservation Alliance and the Great Egg Harbor Watershed Association, both of which expressed an interest in the MOU. Comments and concerns of the signatories, as well as the interested parties have been incorporated into the amended MOU.

The proposed amendment to the 2009 MOU would provide benefits to the Township, the CCMUA and to the resources of the Pinelands. It allows the Township to plan for future development with the assurance that there will be credit for conservation in water supply capacity. The amendment requires the CCMUA to continue to report effluent discharges. Lastly, the amendment provides a firm cap against which we can measure ecological impacts to the Great Egg Harbor River basin.

**FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BY AND AMONGST THE TOWNSHIP OF WINSLOW, THE CAMDEN COUNTY MUNICIPAL UTILITIES AUTHORITY AND THE NEW JERSEY PINELANDS COMMISSION**

This First Amendment to the Memorandum of Understanding dated November 23, 2009 (hereinafter the 2009 MOU) is made as of this \_\_\_\_\_ day of \_\_\_\_\_ in the year of 2017, by and amongst

The **Township of Winslow** (hereinafter, “Winslow”), a municipal corporation of the State of New Jersey;

The **Camden County Municipal Utilities Authority** (hereinafter, “CCMUA”), a municipal authority of the State of New Jersey; and

The **New Jersey Pinelands Commission** (hereinafter, “Pinelands Commission”), an independent political subdivision of the State of New Jersey, in but not of the Department of Environmental Protection.

**WHEREAS**, through its execution of the 2009 MOU, the Pinelands Commission endorsed the CCMUA’s proposal to decommission the Winslow Township Wastewater Treatment Plant (WTWTP) and its appurtenant Infiltration and Percolation Facility (I/P Facility) which had served to recharge treated wastewater to the Kirkwood Cohansey (K/C) Aquifer; and

**WHEREAS**, decommissioning the WTWTP and redirecting the wastewater to the CCMUA’s Water Pollution Control Facility (WPCF) enabled the New Jersey Department of Environmental Protection (NJDEP) to lift a moratorium on new sewer connections in the Sicklerville section of Winslow Township, thereby facilitating the potential for new development and increased water demand in Winslow Township; and

**WHEREAS**, with the execution of the 2009 MOU, the Parties agreed to an inter-basin transfer of water from the Great Egg Harbor River Basin through Winslow Township’s public water supply system to the Delaware River Basin via the CCMUA’s WPCF; and

**WHEREAS**, the Pinelands Comprehensive Management Plan at N.J.A.C. 7:50-6.86(a) provides that to the maximum extent practical the inter-basin transfer of water between watersheds should be avoided; and

**WHEREAS**, the Pinelands Comprehensive Management Plan at N.J.A.C. 7:50-6.86(e) provides that increases in water-supply diversions from the K/C Aquifer may be permitted only if it is demonstrated that said increases will not result in any adverse ecological impact on the Pinelands Area; and

**WHEREAS**, conveying wastewater from the Sicklerville section of Winslow Township to the CCMUA’s WPCF has the potential to reduce low-flows of the headwaters of the Great Egg Harbor River Basin; and

**WHEREAS**, a reduction in base-flows or low-flows of the headwaters of the Great Egg Harbor River Basin will potentially have an adverse ecological impact on the Pinelands Area; and

**WHEREAS**, without an offsetting, non-K/C Aquifer source of water, as development within Winslow increases, concomitant increases to its water-supply diversions from the K/C Aquifer will also occur; and

**WHEREAS**, appropriate offsetting measures were outlined in the 2009 MOU and are continued in this amended MOU to address potential adverse ecological impacts on the Pinelands Area that may occur as a result of a reduction in base flows or low flows of the headwaters of the Great Egg Harbor River Basin; and

**WHEREAS**, these offsetting measures are aimed at maintaining base-flows and low-flows in the streams within the Great Egg Harbor River Basin; and

**WHEREAS**, Winslow currently purchases not less than 1.5 MGD of water through annual contracts with the New Jersey American Water (hereinafter, "NJAW"); and

**WHEREAS**, offsetting measures implemented by Winslow Township pursuant to the 2009 MOU, that Winslow will continue to implement included (1.) the purchase of at least 1.5 MGD from non-K/C water sources(s) and (2.) managing/sequencing the use of its wells in accordance with a USGS-conducted Aquifer Study in order to minimize impacts to stream flow in the Great Egg Harbor River Basin; and

**WHEREAS**, paragraphs A.7 through A.8 of this First Amendment to the MOU require Winslow Township to remedy any potential adverse ecological impacts caused by the diversion of more than the annual or monthly maximums outlined in paragraphs A.3 to A.5 not later than April 1 of the calendar year following such exceedance(s); and

**WHEREAS**, without offsetting measures, a reduction in base-flows or low-flows of the headwaters of the Great Egg Harbor River Basin will potentially have an adverse ecological impact on the Pinelands Area; and

**WHEREAS**, Winslow Township has petitioned the Pinelands Commission to consider amending the 2009 MOU to credit Winslow Township for having accomplished significant reductions in K/C water usage through a variety of voluntary actions; and

**WHEREAS**, Winslow Township has demonstrated that it has achieved significant reductions in water diversions from the K/C Aquifer as a result of: (1) the 2008 adoption of a Water Conservation Program Ordinance, (2) the requirement for Water Pressure Reducing Valves on all new water connections, (3) the 2014 enhancement of a Water Conservation Program which incorporates water use rate restructuring to further discourage excessive water use, and (4) ongoing efforts to remediate losses from the K/C Aquifer due to ground water inflow and infiltration into sanitary sewer lines; and

**WHEREAS**, Winslow Township has implemented a Supervisory Control and Data Acquisition (SCADA) system to manage/sequence its potable water supply wells in a manner that is consistent with the USGS Aquifer Study; and

**WHEREAS**, Winslow has renewed its contract to purchase a minimum of 1.5 MGD from NJ American Water through the year 2047 (30 years); and

**WHEREAS**, the total K/C water use for Winslow from both the Great Egg Harbor River and Mullica River watersheds, as a result of the actions delineated above, has decreased from the base K/C Aquifer well withdrawal of 475.5 Million Gallons Yearly (MGY) in the year 2008, down to approximately 213.97 MGY, in 2016; and

**WHEREAS**, Winslow has requested that it be allowed to continue to withdraw up to 515.018 MGY from its K/C Aquifer wells which includes the water allocations previously granted to the “grandfathered” developments delineated in Paragraph A.5 below; and

**WHEREAS**, although the Pinelands Commission recognizes the water conservation efforts successfully undertaken by Winslow, it also must ensure that annual water diversions from the K/C Aquifer will not continuously increase due to increased development that may result from lifting of the sewer connection moratorium, and

**WHEREAS**, conveying wastewater from the WTWTP to the CCMUA’s Delaware No. 1 WPCF obviated the discharge of any wastewater into the WTWTP’s I/P Facility and thereby, eliminated a potential source of pollutant loading within the Great Egg Harbor River Basin and potentially improved its water quality; and

**WHEREAS**, if Winslow exceeds the well withdrawals provided for in this First Amendment of the 2009 MOU, then Winslow will be required to purchase additional water from a non-K/C Aquifer supplier of water in amounts sufficient to ensure that it will not divert more than 475.5 MGY plus the volume associated with development any of the grandfathered projects listed below from K/C water sources in either the Great Egg Harbor or Mullica watersheds; and

NOW, THEREFORE, Winslow, the CCMUA, and the Pinelands Commission hereby agree to amend the 2009 MOU as follows:

A. To Alleviate Impacts on Average Streamflow in the Great Egg Harbor River and Mullica River Basins

1. Winslow shall continue to purchase a minimum of 1.5 MGD of water exclusively for use within the Great Egg Harbor River Basin-portion of the Township through annual contracts with NJAW, or obtain said water amount from another non-K/C Aquifer water source, for as long as (1) Winslow’s wastewater is conveyed to the CCMUA’s Delaware No. 1 Water Pollution Control Facility, or anywhere else outside of the Great Egg Harbor Basin; and (2) Winslow’s treated wastewater is not recharged into the K/C Aquifer.
2. In addition to the water purchased pursuant to paragraph A.1, Winslow shall purchase additional water amounts from a non-K/C Aquifer water source in accordance with the terms of paragraph A.8 below, for as long as (1) Winslow’s wastewater is conveyed to the CCMUA’s Delaware No. 1 Water Pollution Control Facility, or anywhere else outside of the Great Egg Harbor Basin; and (2) Winslow’s treated wastewater is not recharged into the K/C Aquifer.
3. Winslow shall not increase its K/C well withdrawals above the Base K/C Well Withdrawal, which is 475.5 MGY, plus that volume associated with the specific

development projects set forth in paragraph A.5 below, which shall be considered a “grandfathered” allocated volume.

4. Winslow shall not increase its K/C well withdrawals above a monthly maximum of 85.67 million gallons MG in any month;
5. Winslow shall be allowed to exceed the Base K/C withdrawal of 475.5 MGY upon development of any of the projects listed below and then only by the volume noted as “Grandfathered”. The total additional volume, if all five developments were to proceed, shall not exceed 39.518 MGY. This dedicated, grandfathered volume is not transferrable to any other projects.

<b>NJDEP Permit Number*</b>	<b>Project Description</b>	<b>Grandfathered Number of Units</b>	<b>Daily Demand (@ 270 gal per unit)</b>	<b>permit Before MOA date</b>	<b>Grand-fathered (MGD)</b>
WCP040002	Braddock Preserves	54	14580	Yes	<b>0.01458</b>
WCP040003	LDM Services Phase 1&2	20	5400	Yes	<b>0.0054</b>
WCP050002	Wiltons Corner Th-4	27	7290	Yes	<b>0.00729</b>
WCP060002	Cedar Brook	274	108,230	Yes	<b>0.10823</b>
WCP080001	Oak Leaf Estates	26	7020	Yes	<b>0.00702</b>
	<b>Sum</b>	<b>401</b>	<b>108,270</b>		<b>0.10827</b>

6. Winslow shall provide to the Pinelands Commission, no later than April 1 of each year, an annual report detailing the actual water usage related to the above tabulated “grandfathered” projects for the time period between March 1 of the preceding year to February 28 of the reporting year. Winslow’s obligation to provide annual water usage reports, which went into effect upon execution of the 2009 MOU, shall continue in effect beyond execution of this First Amendment to the 2009 MOU.
7. Winslow shall provide to the Pinelands Commission, no later than April 1 of each year, a copy of its contract with NJAW or any other non-K/C Aquifer water source for the annual purchase of potable water or confirm that such contract remains in place. Winslow’s obligation to provide copies of such annual water purchase contracts, which went into effect upon execution of the 2009 MOU, shall continue beyond execution of this First Amendment to the 2009 MOU.
8. In addition to the water obtained pursuant to paragraph A.1 of this amended MOU, Winslow shall purchase or obtain additional water amounts from a non-K/C Aquifer water source once it has exceeded the Base K/C Well Withdrawal of 475.5 MGY. The Township may only exceed the Base K/C Well Withdrawal by the amount of the grandfathered allocation, set forth in paragraph A.5, for any of the grandfathered developments that may be constructed. Winslow shall also offset any monthly use above the monthly maximum use noted in paragraph A.4 by obtaining an equivalent volume of non-K/C water for the total volume of the monthly exceedances by April 1 in the

calendar year following exceedance of the monthly maximum. Such offset will be required only for the year following the exceedance. If the monthly maximum is exceeded in successive years, the Township will continue to obtain non-K/C water equal to the yearly exceedance of the monthly maximum. volume in each year. the monthly maximum equivalent volume shall be reviewed annually and may or may not become a permanent source of water in addition to the 1.5 MGD purchased from NJAW.

#### B. Well Use Impact Alleviation and Optimal Management

1. The State Water Supply Plan shows that the upper reaches of the Great Egg Harbor River basin are stressed. To mitigate the stress on this basin, the parties to this First Amendment to the 2009 MOU will initiate a collaborative effort with neighboring municipalities, the New Jersey Department of Environmental Protection, and the New Jersey Department of Agriculture to delineate specific methods and actions aimed at reducing water use in the Great Egg Harbor basin.
2. Winslow shall continue to use its SCADA system to manage/sequence the use of its K/C Aquifer wells in a manner that is consistent with this Memorandum of Understanding, and thereby minimize the impacts of the use of its K/C Aquifer wells on stream base-flow, low-flow and related water table elevations in the headwaters of the Great Egg Harbor River Basin for so long as Winslow's wastewater is conveyed to the CCMUA's Delaware No. 1 WPCF, or anywhere else outside of the Great Egg Harbor River Basin, and for so long as Winslow's treated wastewater is not recharged into the K/C Aquifer.
3. At no time shall Winslow, as it manages and sequences the use of its K/C Aquifer wells, increase the amount of its withdrawals from the Mullica River basin to the Great Egg Harbor basin or elsewhere in excess of 246.375 MGY (675,000 gallons per day.) This volume is prescribed in the Memorandum of Agreement between the Camden County Municipal Utility Authority and the Pinelands Commission, dated February 8, 1991.
4. Should the limits set forth in paragraphs A.3 through A.5 be exceeded, Winslow shall obtain water, no later than April 1 in the year following such exceedance, in an equivalent volume from a non-K/C water source. When the annual K/C volume is exceeded, Winslow shall obtain the equivalent volume from a non-K/C source and that volume will be purchased continuously going forward in addition to the 1.5 MGD purchased from NJAW.

#### C. Definition and Duration of Adverse Ecological Impact

1. This First Amendment to the 2009 MOU prevents additional adverse ecological impacts, as defined by the year of peak use (2007) cited in the report entitled "New Jersey Water Supply Plan 2017-2022" issued by the New Jersey Department of Environmental Protection in October 2017, by restricting withdrawals for all Winslow's K/C aquifer wells to a volume below the peak use in 2007.

#### D. Manage Growth Impacts to Wastewater Discharges

1. Wastewater Flows Not Exceeding 2.9 MGD: The CCMUA has constructed two parallel sanitary sewer lines which connect the Sicklerville section of Winslow to the CCMUA's regional sewerage collection system and allow for the conveyance of wastewater from such section to the Delaware No. 1 Water Pollution Control Facility. One of the two sewer lines, known as the Phase I line, has been designed to accommodate up to 2.9 MGD of wastewater flow. Only the Phase I line shall be permitted to handle wastewater, so long as the ninety-day average wastewater flow in the Phase I line does not exceed eighty percent of 2.9 (i.e., 2.32 MGD).
2. Wastewater Flows Exceeding 2.9 MGD but not exceeding 3.5 MGD: The other of the two sewer lines, known as the Phase II line, has been designed to accommodate an additional 600,000 gallons per day of wastewater flow. When the ninety-day average wastewater flow of the Phase I line has reached eighty percent of its 2.9 MGD-capacity (i.e., 2.32 MGD) the CCMUA may activate the Phase II line if, and only if, Winslow's K/C well-management practices are not causing exceedance of the annual cap or the monthly maximum described in paragraphs A.3 and A.4.
3. Wastewater Flows Exceeding 3.5 MGD (Wastewater Flows in Excess of Winslow's Anticipated Build-out): Winslow agrees that it will not seek to permit additional development to occur that would increase wastewater flow in excess of 3.5 MGD unless, at that time, Winslow Township is in compliance with the annual cap and the monthly maximum described in paragraphs A.3 and A.4. Winslow agrees that it shall obtain the CCMUA's approval prior to conveying additional wastewater flow in excess of 3.5 MGD.

#### E. Activation of Wastewater Facilities

1. The Phase II line, and any subsequent lines, shall only be activated if all of the conditions regarding their activation, set forth in Paragraph D above, of this First Amendment to the 2009 MOU regarding their activation are satisfied;
2. CCMUA shall condition all future amendments to the Camden County Wastewater Management Plan upon Winslow's continuing compliance with the terms of the 2009 MOU and this First Amendment to the 2009 MOU.

#### F. Plan Compliance/Remedies for Default

1. Should the CCMUA or Winslow fail for any reason to fulfill its obligations under the 2009 MOU or this First Amendment to the 2009 MOU, CCMUA shall not permit any additional sewer connections within the Sicklerville section of Winslow.
2. The Pinelands Commission may, by way of illustration and in no way limiting the remedies available to it at law or equity:
  - a. Seek specific performance of the defaulting party's obligations in any appropriate proceeding in law or equity in any Court or administrative tribunal having jurisdiction; and

- b. Comment negatively on all future Water Allocation Permit applications; Wastewater Management Plan amendments; and, Water Quality Management Plan amendments concerning the Winslow Township, until such time as CCMUA and/or Winslow shall resume compliance with the terms of the 2009 MOU or this First Amendment to the 2009 MOU
  - c. Call-up for review any development approval in portion of Winslow Township located within the Pinelands Area that will connect to the wastewater collection system or to the water supply distribution system.
  - d. Request the Department of Environmental Protection to issue a moratorium on new sewer or water supply connections for any new development in Winslow Township, until such time as CCMUA and/or Winslow shall resume compliance with the terms of the 2009 MOU or this First Amendment to the 2009 MOU.
3. In the event CCMUA or the Pinelands Commission intends to take any action to remedy a default, such party shall provide all parties to this First Amendment to the 2009 MOU, ten (10) calendar days written notice of its intent to take such action and a detailed plan, including milestones, of how such breach will be remedied.
  4. The forbearance of any party to this First Amendment of the 2009 MOU to enforce any of its terms or to exercise their rights hereunder in the event of any breach by one of the parties for any period of time shall in no event be deemed a waiver or estoppel of the right thereafter to enforce the same or exercise a right hereunder.

#### G. Effective Date & Duration

1. In accordance with N.J.S.A. 13:18A-5(h), shall take effect following the conclusion of the Governor's review period or approval of the Pinelands Commission's minutes authorizing entry of this First Amendment to the 2009 MOU and then upon approval and signature by the authorized representative of all parties; the date of execution of the last signatory shall constitute the effective date of this First Amendment to the 2009 MOU and shall be written above.
2. This First Amendment to the 2009 MOU shall remain in effect unless amended by the written consent of all parties.
3. This First Amendment to the 2009 MOU may only be terminated with the consent of the Pinelands Commission. In order to obtain such consent, the party wishing to terminate shall: (1) provide ten (10) calendar days written notice and (2) confirmation that Winslow secured a non-K/C aquifer source of water for the totality of its volume being conveyed to CCMUA's WPCF through the Phase I and II sewer lines constructed as a result of the 2009 MOU.

IN WITNESS WHEREOF, the parties have caused their duly authorized representative to execute this First Amendment to the 2009 Memorandum of Understanding on and as of the day and year first written above. This Memorandum of Understanding shall be executed in at least three original copies of which one is to be delivered to the Township of Winslow; one of which

is to be delivered to the Camden County Municipal Utilities Authority; and, one of which is to be delivered to the New Jersey Pinelands Commission.

**Township of Winslow**

**Witnessed:**

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

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

Name: **Hon. Barry M. Wright**

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

Title: **Mayor**

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Camden County Municipal Utilities Authority**

**Witnessed:**

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

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

Name: **Michael G. Brennan**

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

Title: Chair

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**New Jersey Pinelands Commission**

**Witnessed:**

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

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

Name: **Nancy Wittenberg**

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

Title: **Executive Director**

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING BY AND AMONGST THE TOWNSHIP OF WINSLOW, THE  
CAMDEN COUNTY MUNICIPAL UTILITIES AUTHORITY AND THE NEW JERSEY PINELANDS  
COMMISSION**

This **Memorandum of Understanding** is made as of this \_\_\_\_\_ day of \_\_\_\_\_ in the year of 2010 by and amongst

The **Township of Winslow** (hereinafter, “Winslow”), a municipal corporation of the State of New Jersey;

The **Camden County Municipal Utilities Authority** (hereinafter, “CCMUA”), a municipal authority of the State of New Jersey; and,

The **New Jersey Pinelands Commission** (hereinafter, “Pinelands Commission”), an independent political subdivision of the State of New Jersey, in but not of the Department of Environmental Protection.

**WHEREAS**, the CCMUA’s Winslow Township Wastewater Treatment Plant (hereinafter, “WWWTP”)(NJPDES permit NJ0061760), located within the Great Egg Harbor River Basin, has reached its current wastewater treatment and recharge capacity and Winslow is currently prohibited by the New Jersey Department of Environmental Protection (hereinafter, “NJDEP”) from permitting additional sewer connections;

**WHEREAS**, site constraints and other considerations make it infeasible for the CCMUA to further expand the WWWTP;

**WHEREAS**, the CCMUA has proposed to connect the WWWTP, which it has operated since 1990, to the CCMUA’s regional sewage collection system, located within the Delaware River basin;

**WHEREAS**, upon connection to the CCMUA’s regional sewage collection system, the CCMUA has proposed to decommission the WWWTP including its nearby Infiltration/ Percolation facility (hereinafter, “I/P Facility”), which recharges approximately 2.25 million gallons per day (hereinafter, “mgd”) of treated wastewater from the WWWTP into the K/C Aquifer and thereby has the potential to contribute to the base-flow of the headwaters of the Great Egg Harbor River that flows through the Pinelands Area as well as the Great Egg Harbor River Basin;

**WHEREAS**, upon connection to the CCMUA’s regional sewage collection system, all current and future wastewater from the WWWTP will be conveyed to the CCMUA’s Delaware No. 1 Water Pollution Control Facility (NJPDES permit NJ0026182) located in the City of Camden;

**WHEREAS**, conveying wastewater from the WWWTP to the CCMUA’s Delaware No. 1 Water Pollution Control Facility will result in the inter-basin transfer of water between watersheds;

**WHEREAS**, conveying wastewater from the WWTP to the CCMUA's Delaware No. 1 Water Pollution Control Facility has the potential to reduce base-flows of the headwaters of the Great Egg Harbor River Basin;

**WHEREAS**, conveying wastewater from the WWTP to the CCMUA's Delaware No. 1 Water Pollution Control Facility has the potential to reduce low-flows of the headwaters of the Great Egg Harbor River Basin;

**WHEREAS**, without offsetting measures, a reduction in base-flows or low-flows of the headwaters of the Great Egg Harbor River Basin will potentially have an adverse ecological impact on the Pinelands Area;

**WHEREAS**, appropriate offsetting measures are hereinafter outlined which will address potential adverse ecological impacts on the Pinelands Area which may occur as a result of a reduction in base-flows or low-flows of the headwaters of the Great Egg Harbor River Basin;

**WHEREAS**, conveying wastewater from the WWTP to the CCMUA's Delaware No. 1 Water Pollution Control Facility will obviate the need to discharge any wastewater into the WWTP's I/P Facility and thus will eliminate a potential source of pollutant loading within the Great Egg Harbor River Basin thereby potentially improving water quality therein;

**WHEREAS**, without an offsetting, non-K/C Aquifer source of water, Winslow will continuously increase its water-supply diversions from the K/C Aquifer as development therein increases;

**WHEREAS**, Winslow currently purchases not less than 1.5 mgd of water exclusively for use within the Great Egg Harbor River Basin-portion of the Township through annual contracts with New Jersey American Water (hereinafter, "NJAW");

**WHEREAS**, under the circumstances provided hereinafter, Winslow may be required to purchase additional water from a non-K/C Aquifer supplier of water in amounts sufficient to ensure that it not continuously increase its annual water-supply diversions from the K/C Aquifer as development therein increases;

**WHEREAS**, the Pinelands Comprehensive Management Plan at N.J.A.C. 7:50-6.86(a) provides that to the maximum extent practical the inter-basin transfer of water between watersheds should be avoided;

**WHEREAS**, the Pinelands Comprehensive Management Plan at N.J.A.C. 7:50- 6.86(e) provides that increases in water-supply diversions from the K/C Aquifer may be permitted only if it is demonstrated that said increases will not result in any adverse ecological impact on the Pinelands Area;

**WHEREAS**, Winslow and the CCMUA seek endorsement of the proposal to decommission the WWTP and convey all current and future wastewater to the CCMUA's Delaware No. 1 Water Pollution Control Facility;

**NOW, THEREFORE**, Winslow, the CCMUA and the Pinelands Commission hereby agree as follows:

A. To Alleviate Impacts on Average Streamflow

1. Upon execution of this Memorandum of Understanding (hereinafter, "MOU") and for so long as Winslow's wastewater is conveyed to the CCMUA's Delaware No. 1 Water Pollution Control Facility, or anywhere else outside of the Great Egg Harbor River Basin, and for so long as Winslow's treated wastewater is not recharged into the K/C Aquifer, Winslow shall continue to purchase not less than 1.5 mgd of water exclusively for use within the Great Egg Harbor River Basin-portion of the Township through annual contracts with NJAW, or obtain said water amount from another non-K/C Aquifer water source;
2. Upon execution of this MOU and for so long as Winslow's wastewater is conveyed to the CCMUA's Delaware No. 1 Water Pollution Control Facility, or anywhere else outside of the Great Egg Harbor River Basin, and for so long as Winslow's treated wastewater is not recharged into the K/C Aquifer, in addition to the water obtained pursuant to paragraph 1 hereof, Winslow shall purchase or obtain additional water amounts from a non-K/C Aquifer water source in accordance with the terms hereof;
3. For all development within the Township for which the approvals, permits or other authorizations required to begin work have been issued after the execution of this MOU, but not including development currently under construction or development for which a NJDEP Safe Drinking Water permit has been issued prior to the execution of this MOU, Winslow shall increase its annual water purchase amount from NJAW, or another non-K/C Aquifer water source, in accordance with the lesser of the following: (a) 270 gallons per day for each new dwelling unit and 0.12 gallons per day for each square foot of new nonresidential construction; or, (b) the actual water usage as recorded between March 1<sup>st</sup> of each year and February 28<sup>th</sup> of the following year for each new dwelling unit and each new nonresidential structure;
4. Winslow shall annually provide a report detailing the actual water usage as recorded between March 1 of each year and February 28 of the following year for all new dwelling units and all new nonresidential structures to the Pinelands Commission not later than April 1 of each year. Winslow's obligation to provide annual water usage reports shall become effective upon execution of this MOU;
5. Winslow shall annually provide a copy of its annual water purchase contracts with NJAW, or another non-K/C Aquifer water source, to the Pinelands Commission not later than April 1 of each year. Winslow's obligation to provide annual water purchase contracts shall become effective upon execution of this MOU;
6. Upon execution of this MOU and for so long as its Administrative Consent Order with the NJDEP, dated August 9, 2007, which is attached hereto and incorporated herein by

reference, remains in effect, Winslow shall continue to comply with the Capacity Assurance Program's Inflow and Infiltration requirements of said Administrative Consent Order;

B. Manage Growth and Well Usage Impacts

7. Wastewater Flows Not Exceeding 2.9 mgd (up to approximately 0.7 mgd of Additional Wastewater Flow): The CCMUA shall simultaneously construct two parallel sanitary sewer lines which will connect the WWTP to the CCMUA's regional sewerage collection system and allow for the conveyance of wastewater from the WWTP to the Delaware No. 1 Water Pollution Control Facility. One of the two sewer lines, to be known as the Phase I line, shall be designed to accommodate up to 2.9 mgd of wastewater flow. So long as the ninety-day average wastewater flow in the Phase I line does not exceed eighty percent of 2.9 mgd (i.e., 2.32 mgd) only the Phase I line shall be permitted to handle wastewater;
8. Wastewater Flows Exceeding 2.9 mgd but Not Exceeding 3.5 mgd (up to approximately 1.3 mgd of Additional Wastewater Flow): The other of the two sewer lines, to be known as the Phase II line, shall be designed to accommodate an additional 600,000 gallons per day of wastewater flow. When the ninety-day average wastewater flow in the Phase I line has reached eighty percent of its 2.9-mgd-capacity (i.e., 2.32 mgd) the CCMUA may activate the Phase II line if, and only if, (a) decommissioning the WWTP; (b) not recharging Winslow's treated wastewater therefrom into the K/C Aquifer and conveying wastewater therefrom outside of the Great Egg Harbor River Basin; and, (c) Winslow's K/C well-management practices are not causing an Adverse Ecological Impact (as defined by paragraph 16 hereof) upon the Pinelands Area (more specifically, the Great Egg Harbor River Basin);
9. Wastewater Flows Exceeding 3.5 mgd (Wastewater Flows in Excess of Winslow's Anticipated Build-out): Winslow agrees that it shall not seek to permit additional development to occur that would increase wastewater flow in excess of 3.5 mgd unless, at that time, there is no Adverse Ecological Impact (as defined by paragraph 16 hereof) upon the Pinelands Area (more specifically, the Great Egg Harbor River Basin) resulting from (a) decommissioning the WWTP; (b) not recharging Winslow's treated wastewater therefrom into the K/C Aquifer and conveying wastewater therefrom outside of the Great Egg Harbor River Basin ; and, (c) Winslow's K/C well-management practices. Winslow agrees that it shall obtain the CCMUA's approval prior to conveying additional wastewater flow in excess of 3.5mgd. The CCMUA shall not approve the conveyance of wastewater flow in excess of 3.5 mgd absent NJDEP's approval of an amendment to the Camden County Wastewater Management Plan permitting such increased wastewater flow;
10. As soon as is practicable following execution of this MOU and prior to the conveyance of any wastewater flows through the Phase I line, Winslow shall execute a contract with the U.S. Geological Survey (hereinafter, "USGS") whereby USGS will conduct an Aquifer Study of the area where Winslow's K/C Aquifer wells and I/P Facility (hereinafter,

“Study Area”) are located. The Aquifer Study shall include the creation of a groundwater model capable of (1) ascertaining current hydrological conditions relative to stream base-flow and related water table elevations in the headwaters of the Great Egg Harbor River Basin; and, (2) predicting likely changes in stream base-flow and water table elevations in the headwaters of the Great Egg Harbor River Basin resulting from possible changes in water withdrawal amounts from Winslow’s K/C Aquifer wells and concurrent changes to inputs to the I/P Facility. On the basis of the results produced by using the groundwater model, the contract shall also require USGS to develop three well management/sequencing options and determine the difference between current stream base-flow and related water table elevations in the headwaters of the Great Egg Harbor River Basin and simulated stream base-flow and related water table elevations in the headwaters of the Great Egg Harbor River Basin based on the effect of each of the three well management/sequencing options. All costs related to the USGS Aquifer Study shall be the sole responsibility of Winslow;

11. Winslow shall manage/sequence the use of its K/C Aquifer wells in accordance with the results of the Aquifer Study, or shall do so in accordance with another method acceptable to the Pinelands Commission which acceptance shall not be unreasonably withheld, such that it will thereby minimize the impacts of the use of its K/C Aquifer wells on stream base-flow, low-flow and related water table elevations in the headwaters of the Great Egg Harbor River Basin. Winslow’s obligation to manage/sequence the use of its K/C Aquifer wells in accordance with this paragraph shall become effective immediately upon completion of the Aquifer Study and shall be an ongoing obligation for so long as Winslow’s wastewater is conveyed to the CCMUA’s Delaware No. 1 Water Pollution Control Facility, or anywhere else outside of the Great Egg Harbor River Basin, and for so long as Winslow’s treated wastewater is not recharged into the K/C Aquifer;
12. Winslow shall provide well water withdrawal information to the Pinelands Commission on an annual basis not later than April 1 of each year. Winslow’s obligation to provide annual well water withdrawal information shall become effective upon execution of this MOU;

#### C. Monitoring, Impact Alleviation and Optimal Management

13. Upon execution of this MOU, the CCMUA, with the assistance of the USGS, shall convert or upgrade, as necessary, the Great Egg Harbor River-stream monitoring stations located at USGS Site No. 01410820 (Great Egg Harbor River near Blue Anchor NJ) and at USGS Site No. 0140784 (Great Egg Harbor River near Sicklerville)(hereinafter, the “Study Sites”) to continuous stream monitoring stations. The monitoring provided by these continuous monitoring stations shall continue until such time as the Commission has accepted Winslow’s demonstration (which acceptance shall not be unreasonably withheld) that any remaining potential development (including redevelopment of existing, developed areas) within the Township will not increase K/C well withdrawals by more than 5% (hereinafter, the “Maximum K/C Well Withdrawal”), and until Winslow’s K/C Aquifer quarterly well withdrawals have not increased in three consecutive years by more than 5% from the corresponding quarter in the prior years.

Winslow shall not increase its K/C well withdrawals above the amount determined to be the Maximum K/C Well Withdrawal. All costs related to said monitoring shall be the sole responsibility of the CCMUA. The USGS shall provide all stream monitoring data to CCMUA on a monthly basis not later than 10 days following the last day of the preceding month.;

14. The CCMUA shall provide the stream monitoring data obtained from the Great Egg Harbor River monitoring station(s) to Winslow and the Pinelands Commission on a monthly basis not later than 30 days following the last day of the preceding month, or within 10 days of receiving said data from the USGS, whichever occurs later. CCMUA's obligation to provide monthly stream monitoring data shall become effective upon execution of this MOU;
15. In the event that the stream-monitoring data obtained from the Great Egg Harbor River monitoring stations demonstrates that decommissioning the WWTP or Winslow's K/C well-management practices are causing an Adverse Ecological Impact on the Pinelands Area (more specifically, the Great Egg Harbor River Basin), Winslow shall, within 90 days of the occurrence of the Adverse Ecological Impact, take appropriate measures to eliminate the Adverse Ecological Impact including, but not limited to,: purchasing additional water from a non-K/C Aquifer source; implementing mandatory water conservation measures; revising the Aquifer Study to reflect this stream-monitoring data and manage the use of its K/C Aquifer wells in accordance with the results of the revised Aquifer Study such that its revised well-management practices will eliminate the Adverse Ecological Impact of the use of its K/C Aquifer wells on water table elevation within the Great Egg Harbor River Basin and on base-flows and low-flows of the headwaters of the Great Egg Harbor River; providing for recharge of stormwater, treated wastewater or other suitable recharge waters to offset the impact; and, implementing a moratorium on all additional sewer connections. The measures set forth in this section are in no particular order of priority and the implementation of these, or other, measures shall be at the discretion of Winslow so as to carry out the effect of this provision;

#### D. Definition and Duration of Adverse Ecological Impact

16. Using all streamflow monitoring data available for the Study Sites as well as for the three Index Sites (USGS Site No. 01409400 (Mullica River near Batsto), USGS Site No. 01411456 (Little Ease Run near Clayton) and USGS Site No. 0411000 (Great Egg Harbor River at Folsom)), Winslow Township shall, upon execution of this MOU, develop individual regression models for each month of the year by plotting the log - log relationship between the daily flows at each of the Study Sites and each of the three Index Sites. Winslow Township shall plot the prediction interval (the range established by each of the individual regression models within which all future daily streamflows at each of the Study Sites may be expected, with 95% assurance, to occur). Following decommissioning of the WWTP Winslow Township shall measure and record flows for the Study Sites on a daily basis and plot them against corresponding daily flows for the Index Sites. If two or more of the data points plotted in any month at either Study Site fall below the prediction interval for two of the three Index Sites in three of any 12

consecutive months (hereinafter, "Scenario A"); or, the same month for three consecutive years (hereinafter, "Scenario B"), then an Adverse Ecological Impact has occurred. For purposes of Scenario A, an Adverse Ecological Impact will be determined to have ceased if in two consecutive months following the determination that an Adverse Ecological Impact has occurred the applicable condition is not met. For purposes of Scenario B, an Adverse Ecological Impact will be determined to have ceased if the applicable condition is not met in the same month of the subsequent year. If a determination of Adverse Ecological Impact is made based on Scenario A, then the measures of paragraph 15 above need only be implemented until the impact is determined to have ceased. If a determination of Adverse Ecological Impact is made based on Scenario B, then the measures of paragraph 15 above need only be implemented during the particular month in question and during the two months preceding the month in question and only until the impact is determined to have ceased;

#### E. Construct Necessary Facilities

17. As soon as practicable following the execution of this MOU, the stream monitoring required pursuant to paragraph 13 hereof and the construction of the Phase I and II sanitary sewer lines shall begin; however, no wastewater shall be conveyed through said lines to the Delaware No. 1 Water Pollution Control Facility until: (1) Winslow has commenced managing/sequencing the use of its K/C Aquifer wells in accordance with paragraph 11 hereof or the CCMUA has reported for a minimum of 12 consecutive months the continuous stream monitoring data required pursuant to paragraphs 13 and 16 hereof and reliable, stage-discharge relationships for the Study Sites have been established by the USGS for the purposes of continuous stream monitoring, whichever occurs first; (2) all reports required to be delivered to the Pinelands Commission pursuant hereto have been delivered; and, (3) all water amounts required to be purchased pursuant to paragraphs 1 through 3 hereof have been purchased. If, and only if, all of the conditions of this paragraph have been satisfied, upon completion of the construction of both parallel sanitary sewer lines, the CCMUA shall decommission the WWTP, including its I/P Facility, and begin conveying wastewater to the Delaware No. 1 Water Pollution Control Facility using only the Phase I line initially. Immediately thereafter, Winslow's obligation's under paragraph 15 hereof shall become effective. The Phase II line, and any subsequent lines, may be activated if, and only if, all of the conditions set forth in this MOU regarding their activation are satisfied;
18. Upon execution of this MOU, the CCMUA shall condition all future amendments to the Camden County Wastewater Management Plan concerning the subject matter hereof upon Winslow's continuing compliance with the terms hereof;

#### F. Pinelands Commission Endorsement

19. By executing this MOU, the Pinelands Commission expresses its endorsement of the CCMUA's amendment to the Camden County Wastewater Management Plan which permits the decommissioning of the WWTP and the conveyance of wastewater to the Delaware No. 1 Water Pollution Control Facility; and,

G. Plan Compliance

20. Should the CCMUA or Winslow fail for any reason to fulfill its obligations hereunder, the CCMUA shall not permit any additional sewer connections within the area previously served by the WWTP and the Pinelands Commission shall, by way of illustration and in no way limiting the remedies available to the Pinelands Commission at law or equity, seek specific performance of the defaulting party's obligations hereunder; and, comment negatively on all future Water Allocation Permit applications; Wastewater Management Plan amendments; and, Water Quality Management Plan amendments concerning the subject matter hereof, until such time as CCMUA and/or Winslow shall resume compliance with the terms hereof. In the event the CCMUA or the Pinelands Commission intends to take any action hereunder, they shall provide all parties, including Winslow, ten (10) days written notice of its intent to take such action.

H. Effective Date & Duration

21. In accordance with N.J.S.A. 13:18A-5(h), this Memorandum of Understanding, and any subsequent amendments hereto, shall take effect following the conclusion of the Governor's review period and/or approval of the Pinelands Commission's minutes authorizing entry of this Memorandum of Understanding and then upon approval and signature by the authorized representative of all parties; the date of execution of the last signatory shall constitute the effective date and shall be written above.

22. This Memorandum of Understanding shall remain in effect unless amended by the written consent of all parties.

23. This Memorandum of Understanding may be terminated at any time by the written consent of all parties.

**IN WITNESS WHEREOF**, the parties have caused their duly authorized representatives to execute this Memorandum of Understanding on and as of the day and year first written above. This Memorandum of Understanding shall be executed in at least three original copies of which one is to be delivered to the Township of Winslow; one of which is to be delivered to the Camden County Municipal Utilities Authority; and, one of which is to be delivered to the New Jersey Pinelands Commission.

**Township of Winslow**

By: Sue Ann Metzner  
Hon. Sue Ann Metzner, Mayor

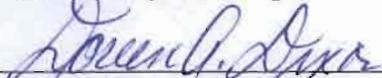
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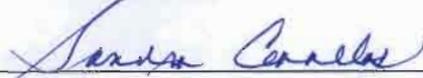
**Witnessed:**

By: [Signature]  
Name: DEBORAH A. TUCHAKJIAN  
Title: Municipal Clerk

**Camden County Municipal Utilities Authority**

**Witnessed:**

By:   
Doreen A Dixon, Chairperson

By: 

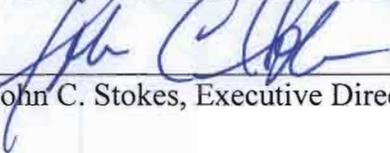
Name: Sandra Cevallos

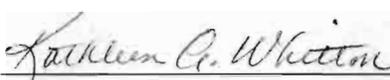
Date: 2/1/10

Title: Asst. Authority Secretary

**New Jersey Pinelands Commission**

**Witnessed:**

By:   
John C. Stokes, Executive Director

By: 

Name: Kathleen A. Whitton

Date: 1/21/10

Title: Secretary to the Exec. Dir.