

CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY

RESOLUTION 2024-48

Resolution Authorizing Amendment to Sewer Capacity Reservation Agreement

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

WHEREAS, D2 Collins, LLC ("D2" or "Developer") is the owner of land of 20 acres of land located at 3 Collins Drive in Carneys Point Township, Salem County, New Jersey, and more particularly known as Block 192.01, Lots 3 & 4 on the Official Carneys Point Township Tax Maps (the "Property");

WHEREAS, D2 proposes the development of a logistics center on the Property that will consist of a 274,400 +/- square foot warehouse facility along with car parking, trailer parking, stormwater management, and associated improvements (the "Project");

WHEREAS, the Project can generate up to 6,870 +/- gallons per day of sanitary sewer wastewater;

WHEREAS, Developer proposes removal of an existing 79,900 +/- square foot office building and its related site improvements currently located on the Lot 4 portion of the Property;

WHEREAS, there are currently 7,990 +/- gallons per day (gpd) or 40 service units (7990 gpd / 200 gpd per service unit = 40 service units) of sanitary sewer wastewater capacity attributable to the existing office building on the Property;

WHEREAS, Developer intends to retain its existing 40 service units of sanitary sewer capacity following the removal of the existing office building to use for the Project;

WHEREAS, Developer previously desired to acquire from the Authority an additional 20 service units (3,870 gpd / 200 gpd per service unit = 20 service units) in order to provide adequate sanitary sewer service for the Project;

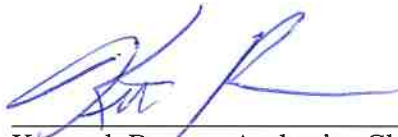
WHEREAS, Authority and Developer entered into twenty-four-month Reservation of Sewer Capacity Agreement, dated September 20, 2022, (the “**Reservation Agreement**”), as authorized by the Authority Resolution 2022 – 13, reserving 20 service units for the Project; and

WHEREAS, D2 desires to reserve 20 service units of capacity for utilization by the Project on the Property, and the Authority is willing to reserve that capacity for D2, for an additional twenty-four (24) month period; and

WHEREAS, the Authority and D2 desire to Amend Section 8 of the Original Agreement to extend the sewer capacity reservation Time Limitation for an additional twenty-four (24) months, as set forth in the Amendment to Reservation of Sewer Capacity Agreement attached hereto as Exhibit A, subject to the payment of the remaining 50% connection fee within 90 days of the date of this Resolution which will represent the revised Sewer Capacity Reservation Fee;

NOW THEREFORE, BE IT RESOLVED that:

- (i) The Amendment to Reservation of Sewer Capacity Agreement, attached hereto as Exhibit A, is approved, subject to the payment of the remaining 50% connection fee within 90 days of the date of this Resolution which will represent the revised Sewer Capacity Reservation Fee;
- (ii) The Authority Chairman is authorized to execute the Amendment to Reservation of Sewer Capacity Agreement on behalf of the Authority.



Kenneth Brown, Authority Chairman

Date of Adoption: July 16, 2024

Committee	Moved	Seconded	Y	N	Abstain	Absent
Mr. Bomba	/		/			
Mr. Basile			/			
Mr. Brown			/			
Mr. Newton			/			
Dr. Racite		/	/			

CARNEYS POINT TOWNSHIP SEWERAGE AUTHORITY
AMENDMENT TO RESERVATION OF SEWER CAPACITY AGREEMENT

THIS AMENDMENT TO RESERVATION OF SEWER CAPACITY AGREEMENT, made this 16th day of July, 2024, 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 **D2 COLLINS, LLC**, a Delaware limited liability company with an office located at 190 W. Germantown Pike, Suite 100, East Norriton, Pennsylvania 19401, (herein referred to as "D2").

WITNESSETH:

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

WHEREAS, D2 is the owner of land of 20 acres of land located at **3 Collins Drive** in Carneys Point Township, Salem County, New Jersey, and more particularly known as Block 192.01, Lots 3 & 4 on the Official Carneys Point Township Tax Maps (the "Property");

WHEREAS, D2 proposes the development of a logistics center on the Property that will consist of a 274,400 +/- square foot warehouse facility along with car parking, trailer parking, stormwater management, and associated improvements (the "Project");

WHEREAS, the Project can generate up to 6,870 +/- gallons per day of sanitary sewer wastewater;

WHEREAS, Developer proposes removal of an existing 79,900 +/- square foot office building and its related site improvements currently located on the Lot 4 portion of the Property;

WHEREAS, there are currently 7,990 +/- gallons per day (gpd) or 40 service units (7990 gpd / 200 gpd per service unit = 40 service units) of sanitary sewer wastewater capacity attributable to the existing office building on the Property;

WHEREAS, Developer intends to retain its existing 40 service units of sanitary sewer capacity following the removal of the existing office building to use for the Project;

WHEREAS, Developer previously desired to acquire from the Authority an additional 20 service units (3,870 gpd / 200 gpd per service unit = 20 service units) in order to provide adequate sanitary sewer service for the Project;

WHEREAS, Authority and Developer entered into twenty-four-month Reservation of Sewer Capacity Agreement, dated September 20, 2022, (the “**Reservation Agreement**”), as authorized by the Authority Resolution 2022 – 13, reserving 20 service units for the Project; and

WHEREAS, D2 desires to reserve 20 service units of capacity for utilization by the Project on the Property, and the Authority is willing to reserve that capacity for D2, for an additional twenty-four (24) month period; and

WHEREAS, the Authority and D2 desire to Amend Section 8 of the Original Agreement to extend the sewer capacity reservation Time Limitation for an additional twenty-four (24) months;

NOW, THEREFORE, intending to be bound and for other good and valuable consideration, the receipt of which are hereby acknowledged by the Authority and D2, each binding its self, its successors and assigns as provided for herein and for their benefit thereto, the Authority and D2 agree as follows:

1. **Time Limitation.**

The Time Limitation in Section 8 of the Original Agreement is hereby amended and restated in its entirety to read as follows:

“Time Limitation. The 20 service units of sanitary sewer capacity, referenced in Paragraph 2, 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 Authority’s September 20, 2022, receipt of both payment of the Capacity Reservation Fee and a copy of the Agreement fully executed by both the Authority and D2 in accordance with the terms set forth herein. The 20 service units of sanitary sewer capacity shall be reserved by the Authority and exclusively held for the Project for an additional twenty-four (24) month period beginning on the date of the Authority’s receipt of a copy of an Amendment to the Agreement fully executed by both the Authority and D2 authorizing an additional twenty-four (24) month reservation period that may be renewed or extended for additional periods only upon mutual consent of both the Authority and D2.

The twenty-four-month period shall automatically toll and stop upon the occurrence of any Force Majeure event described in Paragraph 7 above, and the 24-month period shall remain tolled and shall not re-commence until one day after the conclusion of such Force Majeure event.

The twenty-four-month period of this Agreement shall automatically toll and stop should the Authority lack the infrastructure or actual capacity to provide sewer service to the Developer and will remain tolled and stopped until such time that Authority can provide the Developer with sewer service.

The Sewer Capacity Reservation Fee shall be forfeited by D2 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 tolled, stopped or renewed and / or extended in writing by both the Authority and D2.”

2. 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 and this Agreement may only be modified by a written document executed by both parties hereto. D2 can assign this Agreement to another developer with the Authority's written consent.

3. Entire Agreement. This Agreement contains the entire agreement of the Authority and D2. Any change to this Agreement shall be effective only if it is written and executed by both the Authority and D2.

4. 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.

5. Effective Date. The date of this Agreement is the date on which it is executed by the last party to do so.

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IN WITNESS WHEREOF, the Authority and D2 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: 7/16/2021

By:  _____

Attest: _____

**D2 COLLINS, LLC, a Delaware limited
liability company**

Dated: _____

By: _____

Attest: _____

