

**AGENDA
WOOLWICH TOWNSHIP COMMITTEE
SPECIAL MEETING
SEPTEMBER 9, 2019**

Call to order:

The September 9, 2019 special meeting of the Woolwich Township Committee is being called to order. Adequate notice of this meeting has been given in accordance with the Open Public Meetings Act.

Roll Call:

Flag Salute:

Public Portion/Agenda Items: The public is reminded to please stand and state their name and address for the record prior to addressing the Committee.

Ordinance:

2019-16 An Ordinance of the Township of Woolwich, County of Gloucester, State of New Jersey Establishing a Joint Municipal Court with the Township of South Harrison and the Borough of Swedesboro; Repealing and Amending Chapter 12 of the General Ordinances of the Township of Woolwich; and Approving a Joint Municipal Court Shared Services Agreement for the Operation of the Joint Municipal Court with the Township of South Harrison and the Borough of Swedesboro
First Reading/Introduction

Resolutions:

R-2019-214 Resolution Recommending Appointment of William Golden as the Woolwich Joint Municipal Court Judge Pursuant to N.J.S.A. 2B:12-4(b)

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

Public Portion: The public is reminded to please stand and state their name and address for the record prior to addressing the Committee. Please see regulations of participation noted above.

Any other business:

Adjournment:

AN ORDINANCE OF THE TOWNSHIP OF WOOLWICH, COUNTY OF GLOUCESTER AND STATE OF NEW JERSEY ESTABLISHING A JOINT MUNICIPAL COURT WITH THE TOWNSHIP OF SOUTH HARRISON AND THE BOROUGH OF SWEDESBORO; REPEALING AND AMENDING CHAPTER 12 OF THE GENERAL ORDINANCES OF THE TOWNSHIP OF WOOLWICH; AND APPROVING A JOINT MUNICIPAL COURT SHARED SERVICES AGREEMENT FOR THE OPERATION OF THE JOINT MUNICIPAL COURT WITH THE TOWNSHIP OF SOUTH HARRISON AND THE BOROUGH OF SWEDESBORO

2019-16

WHEREAS, N.J.S.A. 2B:12-1(b) authorizes the formation of Joint Municipal Court provided that an Agreement is entered into by the Township of Woolwich; South Harrison Township; and the Borough of Swedesboro provided that the Agreement is filed with the State of New Jersey Administrative Director of the Courts and the Assignment Judge of the Superior Court of New Jersey, Gloucester County; and

WHEREAS, the Township Committee of the Township of Woolwich has determined that it is in the best interests of the Township to establish a Joint Municipal Court with the Township of South Harrison and the Borough of Swedesboro; and

WHEREAS, the Township of Woolwich further desires to enter into an Agreement to form a Joint Municipal Court with the Township of South Harrison and the Borough of Swedesboro and to participate in the Joint Municipal Court with these municipalities; and

WHEREAS, the aforesaid Joint Municipal Court participants (hereinafter sometimes referred to as the "Participating Municipalities") wish and desire to establish a Joint Municipal Court upon the terms and conditions established by the Joint Municipal Court Agreement approved by this Ordinance and incorporated herein by reference; and

WHEREAS, the Township Committee of the Township of Woolwich deems it in the best interests of the Township to accordingly abolish the Municipal Court for the Township of Woolwich and establish a Joint Municipal Court for the Participating Municipalities named herein, to be known as the "Woolwich Township Joint Municipal Court".

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Woolwich, County of Gloucester, State of New Jersey, with the Mayor concurring, as follows:

Section 1.

The Municipal Court of the Township of Woolwich is hereby abolished and Chapter 12 of the Township Code is hereby repealed, in its entirety, and amended to read, as follows:

10-1. Establishment.

A Joint Municipal Court is hereby established, pursuant to the provisions of N.J.S.A. 2B:12-1, et. seq., as amended and supplemented, consisting of the Township of Woolwich; Township of South Harrison; and the Borough of Swedesboro. The Joint Municipal Court is created in accordance with a certain Agreement whereby the court is to be hereinafter known as the Woolwich Joint Municipal Court.

13-2. Name.

The name of the Joint Municipal Court shall be the "Woolwich Joint Municipal Court"

Section 2.

This Ordinance shall be effective on or about 12:00 a.m. on October 1, 2019, following due notice as provided in accordance with Section 3 hereof. All summonses, warrants and other matters issuing, arising from or within the jurisdiction of the Township of Woolwich and the other Participating Municipalities shall be within the jurisdiction of the Woolwich Joint Municipal Court of the Township of Woolwich on and after the aforesaid October 1, 2019, including those matters arising prior to such date which have not theretofore been completed.

Section 3.

Written notice of the appeal and abolishment of the Municipal Court of the Township of Woolwich, and the establishment of the Woolwich Joint Municipal Court, shall be provided to the Administrative Office of the Courts and the Assignment Judge of the Vicinage, and posted in the Municipal Buildings of each Participating Municipality at a location where Public Notices are routinely posted.

Section 4.

The purpose of this Ordinance is to establish a single Joint Municipal Court to be located in the Township of Woolwich 120 Village Green Drive, Woolwich Township, New Jersey 08085.

Section 5.

The Township Committee of the Township of Woolwich hereby approves of the terms and conditions of the Shared Service Agreement between the Participating Municipalities to establish the "Woolwich Joint Municipal Court", such Agreement attached hereto and incorporated herein by reference. The Mayor and Clerk of the Township of Woolwich are

hereby expressly authorized to execute and deliver the aforesaid Agreement on behalf of the Township.

Section 6.

Under and pursuant to the provisions of N.J.S.A.2B:12-1, et seq., a Joint Municipal Court to be known as the "Woolwich Joint Municipal Court" is hereby established.

Section 7.

The Joint Municipal Court of the Township of Woolwich shall have an official seal bearing the impression of the name of the Court.

Section 8.

The jurisdiction of the Woolwich Joint Municipal Court of the Township of Woolwich shall be coextensive with the Municipal territory of the Participating Municipalities and the Township of Woolwich.

Section 9.

In accordance with N.J.S.A.2B:12-4, as amended, the Judge of the Joint Municipal Court of the Township Woolwich be appointed by the Governor with the advice and consent of the Senate, and shall have such qualifications as is now or may be required by law and shall serve for a term of three (3) years from the date of appointment until a qualified successor has been appointed and qualified. Compensation of the Judge shall be at an annual salary and other compensation as is now or hereinafter may be provided by Ordinance and in accordance with the terms of the aforesaid Shared Service Agreement.

Section 10.

The appointment of a Joint Municipal Court Administrator and such number of Deputy Court Administrators shall be appointed as provided consistent with this Ordinance and in accordance with the terms of the aforesaid Shared Service Agreement between the Participating Municipalities.

Section 11.

The Woolwich Joint Municipal Court staff shall be appointed in a manner consistent with this Ordinance and in accordance with the terms of the aforesaid Shared Service Agreement.

Section 12.

Such number of Joint Municipal Court Prosecutors shall be appointed in the manner provided by this Ordinance and in accordance with the terms of the aforesaid Shared Service Agreement with a Joint Municipal Court Prosecutor to have such jurisdiction, powers and duties as prescribed by N.J.S.A.2B:25-1, et seq.

Section 13.

Joint Municipal Court Public Defender

(a) Appointment. The Joint Municipal Court Public Defender shall be appointed in a manner consistent with the terms of this Ordinance and in accordance with the terms of the aforesaid Shared Service Agreement, and shall have such jurisdiction, powers and duties as prescribed by N.J.S.A.2B:24-1, et seq.

(b) Representation. Any person applying to the Woolwich Joint Municipal Court for representation by a Municipal Public Defender shall, in accordance with the provisions of N.J.S.A.2B:24-17, pay an Application Fee of not more than Two Hundred Dollars (\$200.00), but only in such amount determined by the Woolwich Joint Municipal Court Judge which is necessary to pay the necessary costs of Municipal Public Defender's services. The Joint Municipal Court Judge may waive the application of such Fee in whole, or in part, if the Court determines, in its discretion, that the Application Fee represents an unreasonable burden on the person seeking representation. Said determination shall be made in accordance with applicable law and the Rules of Court.

(c) Alternate Method of Collection. If payment of Municipal Public Defender Fees is deferred by the Joint Municipal Court Judge, or if the Fee is otherwise unpaid, then each of the Participating Municipalities may endeavor to collect the Fee in a manner authorized by N.J.S.A.40:6A-1 and N.J.S.A.2A:158A-19.

Section 14.

Repealer. All Ordinances or parts of Ordinances inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

Section 15.

Severability. If any provision of this Ordinance or the application of this Ordinance to any person, entity or circumstances is held invalid by any Court of jurisdiction, the remainder of such provisions of this Ordinance not so deemed invalid shall remain in full force and effect.

Section 16.

Effective Date. This Ordinance shall only be effective upon the last of the following to occur:

- 1) Its adoption and publication in accordance with law; and
- 2) Approval of the establishment of the Joint Municipal Court by the Administrative Office of the Courts; and
- 3) An Ordinance duly authorized and adopted by the governing body of each of the Participating Municipalities.

TOWNSHIP OF WOOLWICH

By: _____

Vernon Marino, Mayor

ATTEST:

Jane DiBella, Clerk

NOTICE

The foregoing Ordinance was introduced at a special meeting of the Mayor and Township Committee of the Township of Woolwich conducted on September 9, 2019, and will be considered for final hearing and adoption at a meeting to be held on the 30th day of September, 2019, at 5:30 p.m. at which time any objections hereto may be heard in the Municipal Building of Woolwich Township, 120 Village Green Drive, Woolwich Township, New Jersey.

Jane DiBella, Clerk

NOTICE

**AN ORDINANCE OF THE TOWNSHIP OF WOOLWICH
AMENDING AND SUPPLEMENTING CHAPTER 12 OF THE
CODE OF THE TOWNSHIP OF WOOLWICH ENTITLED "COURT"**

NOTICE is hereby given that the foregoing Ordinance 2019-16 was finally adopted at a meeting of the Woolwich Township Committee held on the 30th day of September 2019 at 5:30 p.m. in the Woolwich Township Municipal Building, 120 Village Green Drive, Woolwich Township, New Jersey.

Jane DiBella

Municipal Clerk

**RESOLUTION RECOMMENDING APPOINTMENT OF WILLIAM
GOLDEN AS THE WOOLWICH JOINT MUNICIPAL COURT JUDGE
PURSUANT TO N.J.S.A. 2B:12-4(b)**

R-2019-214

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq., permits municipalities and other local units to enter into Shared Service Agreements for joint municipal court services with other governmental units by adoption of a Resolution authorizing such shared services; and

WHEREAS, the Township of Woolwich; South Harrison Township; and the Borough of Swedesboro have voluntarily elected to enter into a Shared Services Agreement creating and establishing a joint municipal court pursuant to N.J.S.A. 2B:12-1, et. seq., as authorized under the Shared Services Act and specifically N.J.S.A. 40A:65-4;

WHEREAS, N.J.S.A. 2B:12-4(b) mandates that the joint municipal court judge be nominated and appointed by the Governor of the State of New Jersey, with the advice and consent of the Senate of the State of New Jersey.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Woolwich that the Township Committee does hereby recommend and request that Governor Phil Murphy of the State of New Jersey nominate and appoint William Golden as the Woolwich Joint Municipal Court Judge, with the advice and consent of the Senate of the State of New Jersey, pursuant to N.J.S.A. 2B:12-4(b).

TOWNSHIP OF SOUTH HARRISON

Vernon Marino, Mayor

ATTEST:

Jane DiBella, Clerk

CERTIFICATION

I hereby certify this to be a true copy of a resolution adopted by the Township Committee of the Township of Woolwich at a special meeting held on the 9th day of September 2019.

Jane DiBella, Clerk

**RESOLUTION RECOMMENDING APPOINTMENT OF WILLIAM
GOLDEN AS THE WOOLWICH JOINT MUNICIPAL COURT JUDGE
PURSUANT TO N.J.S.A. 2B:12-4(b)**

R-2019-214

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et. seq., permits municipalities and other local units to enter into Shared Service Agreements for joint municipal court services with other governmental units by adoption of a Resolution authorizing such shared services; and

WHEREAS, the Township of Woolwich; South Harrison Township; and the Borough of Swedesboro have voluntarily elected to enter into a Shared Services Agreement creating and establishing a joint municipal court pursuant to N.J.S.A. 2B:12-1, et. seq., as authorized under the Shared Services Act and specifically N.J.S.A. 40A:65-4;

WHEREAS, N.J.S.A. 2B:12-4(b) mandates that the joint municipal court judge be nominated and appointed by the Governor of the State of New Jersey, with the advice and consent of the Senate of the State of New Jersey.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Township Committee of the Township of Woolwich that the Township Committee does hereby recommend and request that Governor Phil Murphy of the State of New Jersey nominate and appoint William Golden as the Woolwich Joint Municipal Court Judge, with the advice and consent of the Senate of the State of New Jersey, pursuant to N.J.S.A. 2B:12-4(b).

TOWNSHIP OF WOOLWICH

Vernon Marino, Mayor

ATTEST:

Jane DiBella, Clerk

CERTIFICATION

I hereby certify this to be a true copy of a resolution adopted by the Township Committee of the Township of Woolwich at a special meeting held on the 9th day of September 2019.

Jane DiBella, Clerk

**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

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

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.