

**AGENDA  
WOOLWICH TOWNSHIP COMMITTEE  
REGULAR MEETING  
JANUARY 21, 2020**

Call to order:

The January 21, 2020 regular 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:

**Presentation of Proclamation to Ryan Duffy-Winner of the 9-10 year old National Championship Junior Olympics**

**Presentation of Proclamation to Alan Schwager-Years of Service to Woolwich Township**

**Privilege of the Floor/Agenda Items:** The public is reminded to please stand and state their name and address for the record prior to addressing the Committee.

**Resolutions:**

**R-2020-35 Resolution Making an Appointment to the S/W Environmental Commission**

**R-2020-36 Resolution of the Township of Woolwich Authorizing a Commodity Resale Agreement Between the Township of Woolwich and the Borough of Swedesboro for the Purchasing of Gasoline**

**R-2020-37 Resolution of the Township of Woolwich Authorizing a Commodity Resale Agreement Between the Township of Woolwich and the S/W School District for the Purchasing of Gasoline**

**R-2020-38 Resolution Renewing an Agreement with Apple Counseling Services for the Provision of an Employee Assistance Program**

**R-2020-39 Resolution of the Township Committee of the Township of Woolwich Supporting the Submission of a Shared Services Agreement with the Township of Logan for the Collection and Disposal of Solid Waste and Recycling and Providing Costs for Said Implementation and Related Costs**

**R-2020-40 Resolution of the Township Committee of the Township of Woolwich Supporting the Submission of a Shared Services Agreement with the Township of South Harrison Township for Police Service and Providing Costs for Said Implementation and Related Costs**

**R-2020-41 Resolution Making an Elevation Within the Woolwich Township Police Department**

**R-2020-42 Resolution of the Township Committee of the Township of Woolwich Authorizing the Renewal of a Shared Service Agreement with the Borough of Swedesboro Regarding the Provision of Police Service**

**R-2020-43 Resolution of the Township of Woolwich Designating May, 2020 as Building Safety Month**

**R-2020-44 Resolution Authorizing the Tax Collector to Transfer or Refund Overpayment of Taxes**

**R-2020-45 Resolution Authorizing Totally Disabled Veteran Exemption**

**R-2020-46 Resolution Authorizing Budget Appropriation Transfers During the First Three Months of the Succeeding Year for the Township of Woolwich, County of Gloucester, State of New Jersey**

**R-2020-47 Resolution of the Township of Woolwich to be a Participant in the Local Efficiency Achievement Program (LEAP)**

**R-2020-48 Resolution of the Township of Woolwich Making an Appointment to the Position of Safety Coordinator in the Tri-Co Insurance Fund**

**Old Business:** Locke Avenue Park Expansion Project Concept

**New Business:**

**Privilege of the Floor:** The public is reminded to please stand and state their name and address for the record prior to addressing the Committee.

**R-2020-49 Resolution for Closed Session**

Contractual Matters: Nike Base  
Litigation: Woolwich Adult/COAH  
Personnel: Police Department Structure

**Approval of Minutes:**

December 30, 2019 Close Out and Closed Session  
January 6, 2020 Reorganization

**Approval of Bills and P.O.'s:**

**Adjournment:**

**NOTICE PURSUANT TO N.J.S.A. 10:4-8(d)**

The items listed on the tentative agenda of the Mayor and Township Committee of the township of Woolwich constitutes the agenda to the extent known at the time of posting. Since this agenda is tentative, items may be added and/or deleted prior to the commencement of the meeting. Formal action may or may not be taken regarding each item listed on the final agenda.

**RULES AND REGULATIONS OF THE WOOLWICH TOWNSHIP COMMITTEE:** These procedures are designed to ensure an orderly conduct of business and to allow the tape recording of the proceedings to record all comments made with accuracy.

Township Committee welcomes public comment on any governmental issue that a member of the public feels may be of concern to the resident of the municipality. There will be two (2) portions, up to thirty (30) minutes in duration or as determined by the Mayor or Deputy Mayor, set aside for such comment at every monthly meeting of the Committee. There will be no other public comment accepted unless directed by the Mayor or Deputy Mayor or by an approved motion of the Committee, such as a public hearing.

Comments relating to specific items that are scheduled for a public hearing can only be made at the time of the public hearing on the issue. In taking action on these items, the Township Committee will consider the comments presented at public hearing and any member of the committee can request the Mayor or Deputy Mayor designee for permission to question or address Township Committee.

Each person who wishes to speak shall raise his or her hand to be recognized before speaking. When recognized, the speaker must state their name, address and purpose of their comments. A second opportunity for the same individual to speak will only be allowed after all others have had their opportunity.

Individuals' comments will be limited to a maximum of five (5) minutes to allow as many residents to speak as possible. Other members of the Committee, municipal employees or Township professionals will respond only when requested by the Mayor or his/her designee.

No intra-audience dialogue is permitted during the open session of any meeting. Such behavior is disruptive and will not be permitted.

Speakers on both sides shall treat each other with courtesy and respect in both action and utterance. No personal attacks or "poisonous" rhetoric will be permitted. The Mayor or Deputy Mayor will give one warning of improper behavior or rhetoric to a speaker. On the next offense the speaker will be asked to relinquish the floor to another speaker.

Closed sessions of the Township Committee will normally be held at the end of the normal business part of any meeting. Exceptions to this may be made due to professional commitments or anticipated outcomes deemed of significant public interest.

**RESOLUTION MAKING AN APPOINTMENT TO THE SWEDESBORO/WOOLWICH  
JOINT ENVIRONMENTAL COMMISSION**

**R-2020-35**

**WHEREAS**, vacancies currently exist for Woolwich representatives on the Swedesboro-Woolwich Joint Environmental; Commission; and

**WHEREAS**, Ed Ciechon has applied for membership to a term of office; and

**WHEREAS**, the Woolwich Township Committee wishes to appoint Ed Ciechon to a three (3) year term of office on said Committee; and

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

1. That Ed Ciechon be and is hereby appointed as a member of the Swedesboro/Woolwich Environmental Commission for a term effective January 1, 2020 nunc pro tunc and expiring on December 31, 2022.

Adopted this 21st day of January, 2020

TOWNSHIP OF WOOLWICH

\_\_\_\_\_  
Vernon Marino, Mayor

ATTEST: \_\_\_\_\_

Jane DiBella, Clerk

**CERTIFICATION**

The foregoing Resolution was duly adopted by the Township Committee of the Township of Woolwich at a Reorganization meeting held on the 21st day of January, 2020.

\_\_\_\_\_  
Jane DiBella, Clerk

**RESOLUTION OF THE TOWNSHIP OF WOOLWICH, COUNTY OF GLOUCESTER, AUTHORIZING THE  
EXECUTION OF A COMMODITY RESALE AGREEMENT BETWEEN THE TOWNSHIP OF WOOLWICH AND  
THE BOROUGH OF SWEDESBORO FOR THE PURCHASE OF GASOLINE**

**R-2020-36**

**WHEREAS**, NJAC 5:34-7.15 authorizes local contracting units to enter into Commodity Resale Agreements for the purchase of certain commodities from other contracting units; and

**WHEREAS**, the Borough of Swedesboro is in need of the ability to purchase gasoline for their fleet and equipment, and has requested that the Township of Woolwich enter into an agreement between both municipalities for this purpose, with the Township of Woolwich as "Provider" for the resale of gasoline per the terms of said Agreement attached hereto; and

**NOW THEREFORE BE IT RESOLVED** by the Township Committee of the Township of Woolwich that the Mayor and Municipal Clerk be and are hereby authorized to execute the attached "Agreement Between the Township of Woolwich and the Borough of Swedesboro for the Purchase of Gasoline"; and

**BE IT FURTHER RESOLVED** that the Municipal Clerk forward a certified copy of this resolution along with the executed Agreement to the Clerk of the Borough of Swedesboro.

Adopted this 21<sup>st</sup> day of January, 2020

TOWNSHIP OF WOOLWICH

\_\_\_\_\_  
Vernon Marino, 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 21<sup>st</sup> day of January, 2020.

\_\_\_\_\_  
Jane DiBella, Clerk

**AGREEMENT BETWEEN THE TOWNSHIP OF WOOLWICH AND THE BOROUGH OF SWEDESBORO FOR THE  
PURCHASE OF GASOLINE**

**AN AGREEMENT** for the resale of gasoline, by and between the Township of Woolwich and the Borough of Swedesboro entered into pursuant to the Commodity Resale Provisions of the Cooperative Purchasing Rules (N.J.A.C. 5:34-7.1 et seq.)

**WHEREAS**, the Borough of Swedesboro (User) desires to purchase gasoline from the Township of Woolwich (Provider); and

**NOW THEREFORE**, in consideration for the promise of mutual covenants herein contained, the parties agree as follows:

**1. Payment Obligation**

A monthly invoice for the previous month's usage shall be forwarded from the Township of Woolwich to the Borough of Swedesboro on or before the first day of each month. Payment shall be received from the Borough of Swedesboro by the 15<sup>th</sup> of each month.

Payment shall be based upon the actual usage and price per market rate paid by the Township of Woolwich through its Agreement with the County of Gloucester Commodity Resale System.

Additionally, each invoice shall include an administrative fee in the amount of 5% of the total cost.

Failure to remit payment of invoices for three (3) consecutive billing periods shall constitute cause for termination of this Agreement. Prior to any termination, the Township of Woolwich shall provide a thirty (30) day advance notice regarding said negative cash balance.

**2. Emergencies**

In the event of an emergency, the Township of Woolwich shall use its best efforts to provide the gasoline and diesel fuel that the Borough of Swedesboro requires.

**3. Termination**

This Agreement shall be in effect until December 31, 2020 upon the approval of the Township of Woolwich and the Borough of Swedesboro. Either party may terminate this Agreement with thirty (30) days advance notice by certified mail to the official address of the other party.

**4. Governing Law**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written.

**Township of Woolwich**

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

**Vernon Marino, Mayor**

ATTEST: \_\_\_\_\_

**Jane DiBella, Administrator/Clerk**

**Borough of Swedesboro:**

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

**Thomas Fromm, Mayor**

ATTEST: \_\_\_\_\_

**Lois elder, Clerk**

**RESOLUTION OF THE TOWNSHIP OF WOOLWICH, COUNTY OF GLOUCESTER, AUTHORIZING THE  
EXECUTION OF A COMMODITY RESALE AGREEMENT BETWEEN THE TOWNSHIP OF WOOLWICH AND  
THE S/W SCHOOL DISTRICT FOR THE PURCHASE OF GASOLINE**

**R-2020-37**

**WHEREAS**, NJAC 5:34-7.15 authorizes local contracting units to enter into Commodity Resale Agreements for the purchase of certain commodities from other contracting units; and

**WHEREAS**, the S/W School District is in need of the ability to purchase gasoline for their fleet and equipment, and has requested that the Township of Woolwich enter into an agreement between both municipalities for this purpose, with the Township of Woolwich as "Provider" for the resale of gasoline per the terms of said Agreement attached hereto; and

**NOW THEREFORE BE IT RESOLVED** by the Township Committee of the Township of Woolwich that the Mayor and Municipal Clerk be and are hereby authorized to execute the attached "Agreement Between the Township of Woolwich and the S/W School District for the Purchase of Gasoline"; and

**BE IT FURTHER RESOLVED** that the Municipal Clerk forward a certified copy of this resolution along with the executed Agreement to the S/W School Board Business Administrator.

Adopted this 21<sup>st</sup> day of January, 2020

TOWNSHIP OF WOOLWICH

\_\_\_\_\_  
Vernon Marino, 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 21<sup>st</sup> day of January, 2020.

\_\_\_\_\_  
Jane DiBella, Clerk

**AGREEMENT BETWEEN THE TOWNSHIP OF WOOLWICH AND THE S/W SCHOOL DISTRICT FOR THE  
PURCHASE OF GASOLINE**

**AN AGREEMENT** for the resale of gasoline, by and between the Township of Woolwich and the S/W School District entered into pursuant to the Commodity Resale Provisions of the Cooperative Purchasing Rules (N.J.A.C. 5:34-7.1 et seq.)

**WHEREAS**, the S/W School District (User) desires to purchase gasoline from the Township of Woolwich (Provider); and

**NOW THEREFORE**, in consideration for the promise of mutual covenants herein contained, the parties agree as follows:

**1. Payment Obligation**

A monthly invoice for the previous month's usage shall be forwarded from the Township of Woolwich to the S/W School District on or before the first day of each month. Payment shall be received from the S/W School District by the 15<sup>th</sup> of each month.

Payment shall be based upon the actual usage and price per market rate paid by the Township of Woolwich through its Agreement with the County of Gloucester Commodity Resale System.

Additionally, each invoice shall include an administrative fee in the amount of 5% of the total cost.

Failure to remit payment of invoices for three (3) consecutive billing periods shall constitute cause for termination of this Agreement. Prior to any termination, the Township of Woolwich shall provide a thirty (30) day advance notice regarding said negative cash balance.

**2. Emergencies**

In the event of an emergency, the Township of Woolwich shall use its best efforts to provide the gasoline and diesel fuel that the S/W School District requires.

**3. Termination**

This Agreement shall be in effect until December 31, 2020 upon the approval of the Township of Woolwich and the S/W School District. Either party may terminate this Agreement with thirty (30) days advance notice by certified mail to the official address of the other party.

**4. Governing Law**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the day and year first written.

**Township of Woolwich**

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

**Vernon Marino, Mayor**

**ATTEST:** \_\_\_\_\_

**Jane DiBella, Administrator/Clerk**

**S/W School District:**

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

**ATTEST:** \_\_\_\_\_

**RESOLUTION AUTHORIZING RENEWAL OF AN AGREEMENT WITH APPLE COUNSELING SERVICE FOR  
EMPLOYEE ASSISTANCE PROGRAM**

**R-2020-38**

**WHEREAS**, the effective Agreement between the Township of Woolwich and PBA Local #122 requires the provision of an Employee Assistance Plan for each covered member; and

**WHEREAS**, Apple Counseling Services has provided said services over the past number of years on an annual basis; and

**WHEREAS**, Apple Counseling Services has provided an Agreement to the Township for continuation of such service, including cost to the Township in the amount of \$5.00 per employee per month; and

**WHEREAS**, twenty-nine (29) officers are eligible for coverage through this program; and

**WHEREAS**, the Township Committee of the Township of Woolwich wishes to continue said service throughout the year 2020 per the terms of said Agreement attached:

**NOW THEREFORE BE IT RESOLVED**

By the Township Committee of the Township of Woolwich as follows:

1. That the continuation of services by Apple Counseling Services be and is hereby approved for the year 2020, as required by the effective bargaining agreement between the Township of Woolwich and PBA Local #122.
2. That the Mayor and/or Administrator/Clerk be and is hereby authorized and directed to execute said Agreement as attached hereto.

Adopted this 21<sup>st</sup> day of January, 2020

TOWNSHIP OF WOOLWICH

\_\_\_\_\_  
Vernon Marino, Mayor

ATTEST: \_\_\_\_\_  
Jane DiBella, Clerk

**CERTIFICATION**

The foregoing resolution was duly adopted b the Township Committee of the Township of Woolwich at a meeting conducted on the 21<sup>st</sup> day of January, 2020.

\_\_\_\_\_  
Jane DiBella, Clerk

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WOOLWICH  
SUPPORTING THE SUBMISSION OF A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF  
LOGAN FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE AND RECYCLING AND  
PROVIDING COSTS FOR SAID IMPLEMENTATION AND RELATED COSTS**

**R-2020-39**

**WHEREAS**, pursuant to N.J.S.A. 40A:65-1 et seq., any local unit of the State may enter into a contract with any other local unit or units for the joint provision within their jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

**WHEREAS**, the Governor of the State of New Jersey is committed to supporting and advancing local government shared service solutions to enhance the provision of local services and alleviate the property tax burden on the State's residents and businesses; and

**WHEREAS**, the Governor of the State of New Jersey, with the support of the State Legislature, has authorized State funding to support Shared Services initiatives; and

**WHEREAS**, the Governor of the State of New Jersey appointed bipartisan Shared Service Czars to lead the Shared Services effort; and

**WHEREAS**, the Division of Local Government Services in the Department of Community Affairs (the "Division") has assembled a team of professional Technical Advisors to support these endeavors; and

**WHEREAS**, the Division of Local Government Services in the Department of Community Affairs (the "Division") may, upon request from the municipality, provide a fair, consistent and judicious analysis that promotes efficiency, effectiveness, and performance for the welfare of all parties concerned while applying fiscal restraints and ensuring Attrition and or Soft Landings for any employees affected by the shared service agreement; and

**WHEREAS**, the Township Committee of the Township of Woolwich recognizes that shared services may result in property tax relief and enhanced services for its constituents; and

**WHEREAS**, the Township of Woolwich has explored and entered into a shared services agreement with the Township of Logan for the provision of trash and recycling collection and disposal for which the Township anticipates the following implementation and overall tax dollar savings as follows:

Prior Annual Cost	Projected Shared Service Cost	Implementation Costs	Projected Benefit Year One (1)	Projected Benefit Year Two (2)	Projected Benefit Year Three (3)	Projected Benefit Year Four (4)
\$662,345.50	\$567,000.00	\$553,334.40	\$60,019.87	\$74,225.43	\$89,126.52	\$104,743.04
Projected Total Savings with Agmnt.						
\$328,114.86						

**NOW THEREFORE BE IT RESOLVED** that The Township Committee of the Township of Woolwich hereby submits the above costs associated with its shared services study and requests consideration of the Department of Community Affairs; and

**BE IT FURTHER RESOLVED** that the Woolwich Township Mayor and/or Administrator is hereby authorized to take all necessary actions to allow for and support an application by the Township of Woolwich for participation in this assessment.

Adopted this 21<sup>st</sup> day of January, 2020

TOWNSHIP OF WOOLWICH

\_\_\_\_\_  
Vernon Marino, Mayor

ATTEST: \_\_\_\_\_  
Jane DiBella, Clerk

**CERTIFICATION**

The foregoing resolution was duly adopted by the Township Committee of the Township of Woolwich at a meeting conducted on the 21<sup>st</sup> day of January, 2020.

\_\_\_\_\_  
Jane DiBella, Clerk

Cc: Local Assistance Bureau, Division of Local Government Services

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WOOLWICH  
SUPPORTING THE SUBMISSION OF A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF  
SOUTH HARRISON FOR THE PROVISION OF POLICE SERVICE AND PROVIDING COSTS FOR SAID  
IMPLEMENTATION AND RELATED COSTS**

**R-2020-40**

**WHEREAS**, pursuant to N.J.S.A. 40A:65-1 et seq., any local unit of the State may enter into a contract with any other local unit or units for the joint provision within their jurisdictions of any service which any party to the agreement is empowered to render within its own jurisdiction; and

**WHEREAS**, the Governor of the State of New Jersey is committed to supporting and advancing local government shared service solutions to enhance the provision of local services and alleviate the property tax burden on the State's residents and businesses; and

**WHEREAS**, the Governor of the State of New Jersey, with the support of the State Legislature, has authorized State funding to support Shared Services initiatives; and

**WHEREAS**, the Governor of the State of New Jersey appointed bipartisan Shared Service Czars to lead the Shared Services effort; and

**WHEREAS**, the Division of Local Government Services in the Department of Community Affairs (the "Division") has assembled a team of professional Technical Advisors to support these endeavors; and

**WHEREAS**, the Division of Local Government Services in the Department of Community Affairs (the "Division") may, upon request from the municipality, provide a fair, consistent and judicious analysis that promotes efficiency, effectiveness, and performance for the welfare of all parties concerned while applying fiscal restraints and ensuring Attrition and or Soft Landings for any employees affected by the shared service agreement; and

**WHEREAS**, the Township Committee of the Township of Woolwich recognizes that shared services may result in property tax relief and enhanced services for its constituents; and

**WHEREAS**, the Township of Woolwich has explored and entered into a shared services agreement with the Township of South Harrison to provide the municipality with Police Service for which the Township anticipates the following implementation and overall tax dollar savings as follows:

Prior Annual Cost	Projected Shared Service Cost	Implementation Costs	Projected Benefit Year One (1)	Projected Benefit Year Two (2)	Projected Benefit Year Three (3)	Projected Benefit Year Four (4)
\$618,145.84	\$472,495.70	\$204,200.00	\$ 164,218.31	\$ 131,032.41	\$ 104,536.49	\$ 74,280.79
Projected Total Savings with Agmnt. \$474,068.00						

**NOW THEREFORE BE IT RESOLVED** that The Township Committee of the Township of Woolwich hereby submits the above costs associated with its shared services study and requests consideration of the Department of Community Affairs; and

**BE IT FURTHER RESOLVED** that the Woolwich Township Mayor and/or Administrator is hereby authorized to take all necessary actions to allow for and support an application by the Township of Woolwich for participation in this assessment.

Adopted this 21<sup>st</sup> day of January, 2020

TOWNSHIP OF WOOLWICH

\_\_\_\_\_  
Vernon Marino, Mayor

ATTEST: \_\_\_\_\_  
Jane DiBella, Clerk

**CERTIFICATION**

The foregoing resolution was duly adopted by the Township Committee of the Township of Woolwich at a meeting conducted on the 21<sup>st</sup> day of January, 2020.

\_\_\_\_\_  
Jane DiBella, Clerk

Cc: Local Assistance Bureau, Division of Local Government Services

**RESOLUTION OF THE TOWNSHIP OF WOOLWICH MAKING AN  
ELEVATION WITHIN THE WOOLWICH TOWNSHIP POLICE  
DEPARTMENT OFFICER**

**R-2020-41**

**WHEREAS**, Patrolman Curtis Rucker was hired as an 8th Class Patrolman within the Township of Woolwich effective as of February 1, 2016; and

**WHEREAS**, the effective agreement between the Township of Woolwich and PBA Local #122 calls for the elevation in class after one year; and

**WHEREAS**, the Woolwich Township Committee, as the Appropriate Authority agrees to elevate said Officer to the position of 4th Class Patrolmen effective as of February 1, 2020;

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

1. That Officer Curtis Rucker, be and is hereby elevated to the position of 4th Class Patrolman for the Township of Woolwich effective as of February 1, 2020.
2. That in accordance with the Agreement between the Township of Woolwich and PBA Local #122, the salary for 4th Class Officers shall be \$67,801.44 prorated for the remainder of 2020.

Adopted this 21st day of January, 2020

TOWNSHIP OF WOOLWICH

\_\_\_\_\_  
Vernon Marino, 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 21st day of January, 2020.

\_\_\_\_\_  
Jane DiBella, Clerk

**RESOLUTION OF TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WOOLWICH  
AUTHORIZING THE RENEWAL OF A SHARED SERVICE AGREEMENT WITH  
THE BOROUGH OF SWEDESBORO REGARDING THE PROVISION OF POLICE  
SERVICES  
R-2020-42**

**WHEREAS**, Interlocal Services Agreements are authorized under and by virtue of N.J.S.A. 40:8A-1 et seq., and

**WHEREAS**, the Township of Woolwich entered into a Shared Service Agreement with the Borough of Swedesboro for the provision of Police Services on May 4, 2009 which agreement expires as of December 31, 2014, at which time an extension of said Shared Service Agreement was adopted which expired on December 31, 2019; and

**WHEREAS**, a thirty day (3) extension was approved until January 31, 2020, allowing for further negotiation of terms; and

**WHEREAS**, an amended agreement has been negotiated and agreed upon, as evidenced by said Agreement attached hereto; and

**WHEREAS**, the Township of Woolwich has determined that it is in the best interests of the residents of the Township of Woolwich and the Borough of Swedesboro to renew their Agreement as a perpetual Agreement (ever-green) commencing as of the date of adoption by both municipalities with annual increases as defined therein towards the provision of Police Services within the Borough of Swedesboro; said Agreement attached hereto and incorporated by reference herein; and

**WHEREAS**, the Township Committee of the Township of Woolwich shall be and is hereby authorized to execute the Shared Service Agreement on behalf of said Township and a copy of the Agreement shall be forthwith filed with the Commissioner of the Department of Community Affairs.

**NOW THEREFORE BE IT RESOLVED** by the Township Committee of the Township of Woolwich that the Woolwich Township Mayor and or his designee be authorized to execute said Agreement.

**ADOPTED** at a regular meeting of the Woolwich Township Committee held on January 21, 2020.

**TOWNSHIP OF WOOLWICH**

**ATTEST:**

\_\_\_\_\_  
Vernon Marino, Mayor

\_\_\_\_\_  
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 21<sup>st</sup> day of January, 2020.

\_\_\_\_\_  
Jane DiBella, Clerk

**SHARED SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF WOOLWICH AND THE  
BOROUGH OF SWEDESBORO FOR THE TOWNSHIP OF WOOLWICH TO PROVIDE POLICE  
COVERAGE AND PROTECTION TO AND FOR THE BOROUGH OF SWEDESBORO**

This **SHARED SERVICES AGREEMENT** (herein referred as the "Agreement") is made this \_\_\_ day of \_\_\_\_, 2020 by and between the Borough of Swedesboro, County of Gloucester, a municipal corporation in the State of New Jersey, with offices located at 1500 Kings Highway, N.J. 08085, hereinafter referred to as "Borough", and the Township of Woolwich, County of Gloucester, a municipal corporation of the State of New Jersey, with offices located at 120 Village Green Drive, Woolwich, N.J. 08085, referred to as the "Provider."

**WITNESSETH**

**WHEREAS**, it is deemed to be in the best interests of the residents of the Township of Woolwich (Provider) and the Borough (Swedesboro) to enter into a contract pursuant to N.J.S.A. 40A:65-1 *et seq.* ("Shared Services Act") to enable Provider to afford protection and coverage through Provider's Police Department to the Borough; and

**WHEREAS**, by Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_, 20\_\_ and Resolution No. \_\_\_\_\_ adopted on \_\_\_\_\_ the Borough and Provider authorized entry into the within Agreement between the parties; and

**WHEREAS**, the Borough of Swedesboro wishes to ensure the safety and welfare of its residents by having police protection and continuous coverage on a 24-hours per day, 7-days per week basis, which is economical, safe and prudent; and

**WHEREAS**, the Shared Services Act permits and provides a mechanism for contracting between local units such as the Provider and the Borough for police coverage and protection by entry into a Shared Services Agreement; and

**WHEREAS**, the Provider has in place a Police Department that is qualified and able to provide the Borough's police coverage and protection in accordance with the terms set forth herein; and

**WHEREAS**, the Provider and the Borough wish to memorialize herein their Shared Services Agreement for the provisioning and funding of Provider rendering police coverage and protection to the Borough on a full-time basis; and

**NOW THEREFORE**, the Provider and Borough in consideration of the mutual promises and covenants herein set forth, agree as follows:

1. The Provider does hereby agree to provide professional police protection and coverage to the Borough as set forth in this Agreement, on a 24-hours, 7-days per week basis, in consideration of the following payments by the Borough to Provider:

- |     |  |               |
|-----|--|---------------|
| (1) | January 2020;  | \$ 662,500.00 |
| (2) | January 2021;  | \$ 675,750.00 |
| (3) | January 2022;  | \$ 689,265.00 |
| (4) | January 2023;  | \$ 703,050.00 |
| (5) | January 2024;  | \$ 717,111.00 |
| (6) | After the above schedule and beginning in January 2025 and each year thereafter the annual charge shall include a Two (2%) Per Cent annual adjustment wherein the prior year's payment is increased by Two (2%) Per Cent, e.g. 2025's annual charge shall be \$731,453.22. |               |

The respective annual payments shall be made by the Borough to the Provider in equal quarterly installments on the fifteenth day of each tax calendar quarter in each respective year during the term hereof.

- a. This Agreement shall continue in force for a period of Five (5) Years. Upon expiration, this Agreement shall continue in force until either party notifies the other party in writing as specified in this Agreement of its intent to terminate this Agreement.
  - b. The Provider, as agent for the Borough, shall assume all responsibility for police protection and coverage in and for the Borough. All rules and regulations pertaining to Provider's Police Department shall be promulgated and enforced by the Provider. Police training shall be the responsibility of the Provider. Provider will be responsible for Administration of Crossing Guard Services with payment being made to the Crossing Guards by Provider.
2. The Provider shall have full powers of performance and maintenance of the police coverage and protection services and full powers to undertake any ancillary police operations necessary or convenient to carry out its duties, obligations and responsibilities under this Agreement, including all powers of enforcement and administrative regulations applicable in the Borough. However, no rule or regulation shall be established which shall in any way differentiate between the police protection and coverage provided to the Provider and to the Borough, nor shall any policy, written or unwritten, be made which shall in any way

provide unequal police protection. The Provider's police protection and coverage shall be the same in all manners and respects for the Provider and the Borough.

3. The Provider shall annually budget adequate and sufficient monies or funds for professional police protection and coverage for the Provider and for the Borough for the term of this Agreement.

a. Notwithstanding the provisions of the above Paragraph of this Section 3, in the event the United States or the State of New Jersey enact legislation which mandates police services or equipment beyond the scope of police services or equipment currently required by law, the parties agree to negotiate in good faith on the supplemental compensation due to the Provider's to offset the Borough's share of such increased costs. In the event the parties cannot agree on the terms of an amendment to this Agreement to cover the supplemental compensation, the matter shall be submitted to binding arbitration in the manner prescribed by Paragraph 5.

b. In the further event that the Borough requests additional law enforcement services which are not consistent with current practice, and which would result in a material increase in the Provider's cost due to the purchasing of additional equipment, the hiring of additional personnel, the parties may agree to adjust the services provided so long as the Borough pays the actual costs incurred by the Provider in providing the additional services.

4. Either party may terminate this Agreement for just cause within the 5 year term or thereafter. In the event that either party seeks to terminate this Agreement, said party shall provide at least 180 days written notice.

a. In the event a regional police force is formed in Gloucester County, and the Borough's participation in such a force would be more favorable from a cost perspective, then the Borough may elect to terminate this Agreement with no less than 180 days written notice.

b. In the event the statutory cap on budget increases is reduced below 2%, then the Borough may elect to terminate this Agreement with no less than 180 days written notice.

- c. This Agreement shall automatically renew under the same terms and conditions, with a Two (2%) Per Cent payment escalator, unless either party hereto advises the other no less than 180 days before the expiration of the current Agreement.
  
5. The Provider's Chief of Police, who, under the provider's form of government, has the duty and responsibility for control of Provider's Police Department, shall continue to have the duty and responsibility for said control and coverage as concerning the Borough. The Chief shall advise the Provider and the Borough immediately of any or all changes in police rules, regulations, or policy that could in any way materially affect police coverage or protection to the Borough or its residents and inhabitants as contracted for hereunder. In the event an objection is raised by the Borough respecting any such changes in police rules, regulations or policy, or there arises any other disputes or questions between the parties as to interpretation of the terms of the Agreement or the satisfactory performance by any of the parties of the services and other responsibilities contracted for hereunder, the Chief shall meet with the Mayors, or their assigned representative, of the Borough and Provider to resolve the matter. If the parties cannot then reach an agreement on such changes, disputes or questions, the parties agree to binding arbitration by a panel of three (3) retired New Jersey Superior Court Judges to resolve such changes, disputes, or questions. Each party shall select an Arbitrator, and the selected Arbitrators shall select a third Arbitrator, who shall conduct the Arbitration.
  - a. The New Jersey Rules of Evidence shall apply in any arbitration necessitated under this Agreement and the panel of Arbitrators shall issue written findings of facts and conclusions of law in connection with any arbitration conducted. Notwithstanding the existence of a dispute as to any amount to be paid by the Borough to the Provider for payment of services performed by the Provider pursuant to this Agreement, the Borough of Swedesboro shall continue to make payments to Provider as set forth in paragraph 1(a) herein until a final, unappealable determination that the amount due was less than what was actually so paid, in which event the Provider shall forthwith repay the excess. The parties shall equally split the costs of the Arbitration Panel and proceeding and bear their own attorneys' fees and costs.
  
6. In the event of a dispute as to interpretation of the terms of this Agreement or the satisfactory performance by either party of the services and other responsibilities contracted for hereunder, Provider shall be under a continuing obligation to provide police services as set forth herein pending resolution of the dispute. The Borough shall be entitled

to pursue injunctive relief and all other equitable and legal remedies to enforce this provision of the Parties' agreement.

7. Provider's Chief of Police will provide monthly updates to the Borough regarding Police services. If it is determined by the Borough that a meeting is required, the Chief of Police shall attend a meeting time that is convenient for all parties. It will be the Borough's responsibility to communicate any and all information regarding Police services to its residents.
  - a. The Provider's Chief of Police shall be available for the purpose of providing status reports regarding police coverage and issues involving or affecting the Borough at one of the Borough's monthly council meetings. In the event that the Chief of Police is not able to attend a meeting a designee who is of the rank of Lieutenant or higher may appear on behalf of the Chief.
  
8. The 24-hours per day, 7-days per week coverage shall ensure that the Borough is designated as a specific zone or zones of patrol that will receive equal police patrol as that provided to those in the Township of Woolwich. The Provider's police duties and responsibilities with respect to the zone or district shall include, but not be limited to, funerals, marches, pickets, protests, community policing, contests, fairs, shows, performances and the like; and such other events, duties or responsibilities that are similarly offered and/or provided to the Township of Woolwich. The Provider shall coordinate and provide off-duty "special event coverage", including construction detail and sporting events in the Borough of Swedesboro on the same terms as provided in the Township of Woolwich and the Provider shall be responsible for scheduling, billing, collection and payment for such services. By way of further explanation, police coverage from the Provider shall include, but not be limited to:
  - i. All educational services offered and provided by the Provider to the Borough, including, but not limited to LEAD;
  - ii. All other police patrol functions, including, but not limited to, Fire Department and First Aid Squad assists, initial investigations of crimes and offenses, motor vehicle accident investigations and reporting, DUI roadblocks, breathalyzer machines and operators, at the same level as provided to the Township of Woolwich and proportional to the respective geographic areas, populations and police related incidents;
  - iii. All services related to domestic violence incidents, including, but not limited to a Domestic Violence Response Team;

- iv. All detective and investigation services at the same level as provided to the Township of Woolwich, including, but not limited to, crime scene investigations, criminal complaint intakes, interviews, investigations and charging, background checks on current or prospective Borough of Swedesboro employees, fingerprinting, and evidence identification and storage for cases commencing at the inception of this Agreement and the Agreement prior hereto.
  - v. This Agreement imposes no requirement that Provider maintain a police substation within the boundaries of the Borough. Provider and the Borough agree to cooperate should Provider require a substation or any other type of facility within Borough (for example storage).
9. Provider shall be solely responsible for all liability insurance, worker's compensation insurance, disability insurance, payroll, medical benefits, pension, unemployment, social security, withholding, any and all other expenses related to employee compensation or benefits; and the training, hiring, firing, and discipline of police personnel and staff, including all incidental expenses and costs that accompany same from the effective date of this Agreement.
10. The Provider and the Borough of Swedesboro agree that there will be no assignment of their respective rights or obligations under this Agreement, unless agreed in writing by both parties and with proper official public action.
11. Provider's Police Chief, with the assistance of other members of the Provider's Police Department who may be detailed for that purpose, will submit a monthly report on police activity within the Borough of Swedesboro utilizing the same format as submitted to Provider in accordance with New Jersey Law. The Borough may from time to time, request additional information from Provider, which will review the request and direct the Police Chief and Mayor accordingly.
12. Neither party shall be liable for any negligent, reckless or intentional acts or omissions of the other and each shall indemnify, defend and hold the other harmless from all losses, injuries or damages caused by the negligent, reckless or intentional acts or omissions of itself or any of its respective employees or independent contractors in rendering the law enforcement services set forth in this Agreement. Such indemnification shall include payment of reasonable attorney's fees and costs in the defense of any claim made by a third person incident to such negligent, reckless or intentional acts or omissions.

13. Provider will name the Borough with JIF as additional insured for Police Professional Liability only. In the event Provider ceases to participate in the JIF, such party shall provide alternative insurance comparable to the JIF and subject to the reasonable approval of the other party.
  
14. The Woolwich Police Department shall be under the exclusive authority and control of Provider. The Borough shall not provide any direction or instruction to or discipline or reprimand of any member of the Woolwich Township Police Department. Any complaints, requests or other lines of communication shall be through the Police Chief and Township of Woolwich Mayor.
  - a. The Borough of Swedesboro shall further designate one or more of its Councilpersons together with its Mayor as its representatives for all communications with Provider regarding the provision of law enforcement services under this Agreement.
  
  - b. Nothing contained in this Section shall prevent the designated Councilpersons or Mayor from the Borough of Swedesboro from contacting the Chief of Police or his/her designee with information or suggestions regarding law enforcement problems so long as the Woolwich Township Mayor is made aware of every such contact and the substance thereof.
  
15. The Provider and the Borough of Swedesboro agree to cooperate, seek and share, if required, any and all financial benefits, aid, funding, tax relief, credits, and the like available from other government units or entities, including the United States of America, the State of New Jersey, New Jersey's Regional Efficiency Aid Program (REAP), and/or the County of Gloucester, as a result of this shared services Agreement and the parties agree to make any written submissions and to execute any documents required in connection with the foregoing.
  
16. Provider shall provide 24-hours per day 7-days per week coverage law enforcement services to the Borough as provided herein. However, Provider shall retain the right, throughout the duration of this Agreement, to increase or decrease its staffing levels as it deems appropriate to meet its needs, provided that no such changes in staffing alter any of the obligations of either party under this Agreement. The Borough agrees to indemnify and hold the Provider and Township of Woolwich, its officials, directors, officers, attorneys, representatives, employees, agents, and legal assigns or successors harmless from and against any employment-related claims, suits, grievances or liability attributable to any hiring of any presently or previously

employed police officers of the Borough of Swedesboro. The Borough of Swedesboro shall pay all costs and reasonable attorney's fees in any such defense of such claims, lawsuits, allegations, cross-claims, third-party claims, demands, liens for payment, and other legal actions.

17. The consideration paid by the Borough to Provider shall remain fixed in the amounts set forth on Paragraph 1 Above. The Provider shall be precluded from making any "charge-backs" or similar invoicing to the Borough of Swedesboro for any overtime required to meet the obligations of the Provider as provided for herein.
18. The parties shall not be responsible for any part or share of the cost of acquiring, construction or maintaining any capital facility acquired or constructed by a party or agent thereof unless such part or share is provided for in the contract or in an amendment thereto which shall have been ratified by the contracting parties in the matter by which this Agreement was ratified.

The Borough agrees to indemnify and hold the Provider and Township of Woolwich, its officials, directors, officers, attorneys, representatives, employees, agents, and legal assigns or successors harmless from and against any employment-related claims, suits, grievances or liability attributable to any hiring of any presently or previously employed police officers of the Borough of Swedesboro. The Borough of Swedesboro shall pay all costs and reasonable attorney's fees in any such defense of such claims, lawsuits, allegations, cross-claims, third-party claims, demands, liens for payment, and other legal actions.

19. The Borough shall provide to the Provider a current street map for the Borough of Swedesboro, updated periodically as necessary, and shall further post and maintain all street signs in the Borough of Swedesboro. The Borough will furnish the Provider access to the Borough's online E-Code, along with 3 complete hard copies of the Borough of Swedesboro's Municipal Code for use in enforcing the Borough of Swedesboro's local ordinances, and will provide ongoing supplements., if deemed necessary by the Provider.
20. This Agreement represents the entire agreement between the parties and may not be changed or modified orally. This Agreement may be supplemented, amended or revised only by agreement in writing, which shall be signed by each of the parties hereto.
21. If any part of this Agreement shall be held to be unenforceable, the rest of this Agreement shall nevertheless remain in full force and effect.
22. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement at any one time shall not be deemed a waiver of such term, covenant, or

condition at any other time nor shall any waiver or relinquishment of any right or power herein at any time be deemed a waiver or relinquishment of the same or any other right or power at any other time.

**IN WITNESS WHEREOF**, the parties hereto have caused these presents to be signed by their respective mayors and their corporate seals affixed hereto and attested by their respective clerks the day and year first above written.

ATTEST:

**BOROUGH OF SWEDESBORO**

\_\_\_\_\_  
Lois Elder, Clerk

\_\_\_\_\_  
Mayor Thomas Fromm

ATTEST:

**TOWNSHIP OF WOOLWICH**

\_\_\_\_\_  
Jane DiBella, Clerk

\_\_\_\_\_  
Mayor Vernon Marino

**RESOLUTION OF THE TOWNSHIP OF WOOLWICH DESIGNATING MAY, 2020 AS BUILDING SAFETY  
MONTH  
R-2020-43**

**WHEREAS**, the Township of Woolwich is committed to recognize that our growth and strength depends on the safety and economic value of the homes, buildings and infrastructure that serve our citizens, both in everyday life and in times of natural disaster; and

**WHEREAS**, our confidence in the structural integrity of these buildings that make up our community is achieved through the devotion of vigilant guardians-building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry-who work year-round to ensure the safe construction of buildings; and

**WHEREAS**, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state and federal officials that are experts in the built environment to create and implement the highest quality codes to protect us in the buildings where we live, learn, work, play; and

**WHEREAS**, our nation benefits economically and technologically from using the International Codes that are developed by a national, voluntary consensus codes and standards developing organization, our government is able to avoid the high cost and complexity of developing and maintaining these codes which are the most widely adopted building safety and fire prevention code in the world; and

**WHEREAS**, these modern building codes include safeguards to protect the public from natural disasters such as hurricanes, snowstorms, tornados, wildland fires, floods and earthquake; which, according to a FEMA commissioned study by the National Institute of Building Sciences, provide \$11 in future mitigation benefits for every dollar invested; and

**WHEREAS**, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities largely unknown protectors of public safety-our local code officials-who assure us of safe, efficient and livable buildings that are essential to America's prosperity; and

**WHEREAS**, "Safer Buildings, Safer Communities, Safer World," the theme for Building Safety Month 2020, encourages all Americans to raise awareness about the importance of safe and resilient construction; fire prevention, disaster mitigation, and new technologies in the construction industry. Building Safety Month 2020 encourages appropriate steps everyone can take to ensure the safety of our built environment, and recognizes that the implementation of safety codes by local and state agencies has saved lives and protected homes and businesses; and

**WHEREAS**, each year, in observance of Building Safety Month, Americans are asked to consider the commitment to improve building safety and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

**NOW THEREFORE BE IT RESOLVED**, that the Township Committee of the Township of Woolwich, in the County of Gloucester and State of New Jersey do hereby proclaim the month of May 2020 as Building Safety Month; and

**BE IT FURTHER RESOLVED** that we encourage our citizens to join with their communities in participation in Building Safety Month activities.

Adopted this 21<sup>st</sup> day of January, 2020

**TOWNSHIP OF WOOLWICH**

\_\_\_\_\_  
Vernon Marino, 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 21<sup>st</sup> day of January, 2020.

\_\_\_\_\_  
Jane DiBella, Clerk

**RESOLUTION AUTHORIZING THE TAX COLLECTOR TO TRANSFER OR REFUND OVERPAYMENT OF TAXES**

**R-2020-44**

**NOW THEREFORE BE IT RESOLVED**, by the Township Committee of the Township of Woolwich, County of Gloucester, and State of New Jersey, that it hereby authorizes the Woolwich Tax Collector to process the following transfer to the 2019/2020 tax year and/or refund as noted:

Block 31	Lot 4	Swedesboro Inc.	\$13,908.47 transfer (state appeal)
Block 31	Lot 4.02	Swedesboro Inc.	75.12 transfer (state appeal)
Block 31	Lot 4.03	Swedesboro Inc.	1,006.61 transfer (state appeal)
Block 27	Lot 3.03	Brown Family Trust	1,030.88 refund

Adopted this 21<sup>st</sup> day of January, 2020

TOWNSHIP OF WOOLWICH

\_\_\_\_\_  
Vern Marino, 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 21<sup>st</sup> day of January 2020.

\_\_\_\_\_  
Jane DiBella, Clerk

**RESOLUTION AUTHORIZING TOTALLY DISABLED VETERAN EXEMPTION  
R-2020-45**

**WHEREAS**, certain disabled veterans are entitled to an exemption from payment of real estate taxes otherwise due pursuant to N.J.S.A. 54:4-3.30 et seq.; and

**WHEREAS**, the Gloucester County Tax Assessor has made a determination that Henry Barron qualifies for said exemption;

**NOW THEREFORE BE IT RESOLVED**, by the Township Committee of the Township of Woolwich, County of Gloucester, State of New Jersey, that it hereby authorizes the Woolwich Township Tax Collector to refund and /or cancel taxes as set forth below.

Block 27.01	Lot 1	Henry Barron	\$ 2,951.28 cancel 1 <sup>st</sup> qtr. 2020 2,951.28 cancel 2 <sup>nd</sup> qtr. 2020
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**TDV was approved on December 6, 2019**

Adopted this 21st day of January, 2020

TOWNSHIP OF WOOLWICH

\_\_\_\_\_  
Vernon Marino, 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 21st day of January 2020.

\_\_\_\_\_  
Jane DiBella, Clerk

**RESOLUTION AUTHORIZING BUDGET APPROPRIATION TRANSFERS  
DURING THE FIRST THREE MONTHS OF THE SUCCEEDING YEAR FOR THE  
TOWNSHIP OF WOOLWICH, COUNTY OF GLOUCESTER,  
STATE OF NEW JERSEY**

**R-2020-46**

**WHEREAS**, the provisions of N.J.S.A. 40A:4-59, permit the transfer of appropriations during the first three months of a succeeding fiscal year and

**WHEREAS**, from time to time it becomes necessary to transfer funds for various reasons in order to operate the Township on a sound financial basis

**NOW THEREFORE BE IT RESOLVED**, that the Township Governing Body agrees to said transfer of budget appropriations below:

Department	Account Number	To	From
Salary and Wage Adjustment	9-01-30-425-000	\$6,000.00	
Medical Surgical Insurance	9-01-23-220-000		\$6,000.00
Street Lighting	9-01-31-435-000	\$700.00	
Fire Hydrant Service	9-01-31-445-000		\$700.00
<b>Totals</b>		<b>\$6,700.00</b>	<b>\$6,700.00</b>

This resolution will become effective immediately

Adopted at a meeting of the Township of Woolwich Committee held on January 21, 2020.

\_\_\_\_\_  
Vernon Marino, Mayor

Attest:

\_\_\_\_\_  
Jane DiBella, Clerk

**RESOLUTION OF THE TOWNSHIP OF WOOLWICH TO BE A PARTICIPANT IN THE  
LOCAL EFFICIENCY ACHIEVEMENT PROGRAM (LEAP)  
R-2020-47**

**WHEREAS**, the State of New Jersey has appropriated \$10 million for Shared Services and School District Consolidation Study and Implementation Grants to assist local units with the study, development and implementation of new shared and regional services; and

**WHEREAS**, the Department of Community Affairs, Division of Local Government Services (DLGS) is tasked with administering these grant funds through the Local Efficiency Achievement Program (LEAP); and

**WHEREAS**, LEAP Implementation Grants exist to support costs associated with shared service implementation to ensure that meaningful, efficiency generating initiatives are not hindered by short term transitional expenses; and

**WHEREAS**, the Kingsway Regional High School District (Lead Entity) and the Township of Woolwich (Participating Local Unit) propose to enter into a shared services agreement, but face certain expenses associated with implementation that present a burden to the local units; and

**WHEREAS**, the purpose of this shared services agreement is to study school district regionalization which will benefit the residents of all participating local units; and

**WHEREAS**, the Kingsway Regional High School District has agreed to be the lead agency in this program and will submit the application to DLGS on behalf of all participating units; and

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Body of the Township of Woolwich, that the Township of Woolwich does hereby join with the Kingsway regional High School District in applying for a LEAP Implementation Grant in the amount of \$ \_\_\_\_\_ to support implementation of this shared service.

Adopted this 21<sup>st</sup> day of January, 2020

TOWNSHIP OF WOOLWICH

ATTEST: \_\_\_\_\_  
Jane DiBella, Clerk

\_\_\_\_\_  
Vernon Marino, Mayor

**CERTIFICATION**

I, Jane DiBella, Clerk of the Township of Woolwich in the County of Gloucester, in the State of New Jersey do hereby Certify that the foregoing Resolution is a true copy of the Original Resolution duly passed and adopted by a majority of the full membership of the Township of Woolwich at its meeting of January 1, 2020.

\_\_\_\_\_  
Jane DiBella, Clerk

**RESOLUTION OF THE TOWNSHIP OF WOOLWICH MAKING AN APPOINTMENT TO THE POSITION OF  
SAFETY COORDINATOR IN THE TRI-CO JOINT INSURANCE FUND**

**R-2020-48**

**WHEREAS**, the Township of Woolwich is a member of the Gloucester, Salem and Cumberland Counties Municipal Joint Insurance Fund, hereinafter referred to as the FUND; and

**WHEREAS**, the FUND requires that in the manner generally prescribed by law, each member shall appoint a Safety Coordinator to chair the Member Safety Committee, coordinate and oversee the Member safety efforts, and act as a liaison between the municipality, the JIF Safety Director, and other outside agencies; and

**WHEREAS**, the Township of Woolwich recommends the appointment of Brian Hughes to serve as Safety Coordinator in accordance with the FUND requirements;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Woolwich that it does hereby appoint Brian Hughes as Municipal Safety Coordinator.

Adopted this 21<sup>st</sup> day of January, 2020

TOWNSHIP OF WOOLWICH

\_\_\_\_\_  
Vernon Marino, Mayor

ATTEST: \_\_\_\_\_

Jane DiBella, Clerk

**CERTIFICATION**

The foregoing resolution was duly adopted by the Township Committee of the Township of Woolwich at a meeting conducted on the 21<sup>st</sup> day of January, 2020.

\_\_\_\_\_  
Jane DiBella, Clerk

**RESOLUTION AUTHORIZING A CLOSED SESSION OF THE TOWNSHIP  
COMMITTEE OF THE TOWNSHIP OF WOOLWICH;  
CONTRACTUAL MATTERS: NIKE BASE; LITIGATION: WOOLWICH  
ADULT/COAH; PERSONNEL; POLICE DEPARTMENT STRUCTURE  
R-2020-49**

**WHEREAS**, the Township Committee of the Township of Woolwich is subject to the requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq.; and

**WHEREAS**, the Open Public Meetings Act of the State of New Jersey generally requires that all meetings of public bodies be open to the public; and

**WHEREAS**, the Open Public Meetings Act further provides that a public body may exclude the public from a portion of a meeting at which the public body discusses items enumerated in the Open Public Meetings Act at N.J.S.A. 10:4-12b, which items are recognized as requiring confidentiality; and

**WHEREAS**, it is necessary and appropriate for the Woolwich Township Committee to discuss certain matters in a meeting not open to the public consistent with N.J.S.A. 10:4-12b;

**NOW THEREFORE BE IT RESOLVED** by the Township Committee of the Township of Woolwich that:

1. The Woolwich Township Committee shall hold a closed meeting from which the public shall be excluded on **January 21, 2020**
2. The general nature of the subject to be discussed at said closed meeting shall be;

Contractual Matters: Nike Base  
Litigation: Woolwich Adult/COAH  
Personnel: Police Department Structure

The minutes of said closed meeting shall be available for disclosure to the public consistent with N.J.S.A. 10:4-13, when the items which are the subject of the closed session discussion are resolved and a reason for confidentiality no longer exists.

Adopted on the 21<sup>st</sup> of January, 2020

ATTEST:

TOWNSHIP OF WOOLWICH

\_\_\_\_\_  
Jane DiBella, Clerk

\_\_\_\_\_  
Vernon Marino, Mayor