

**AGENDA  
WOOLWICH TOWNSHIP COMMITTEE  
DECEMBER 20, 2021**

Call to order:

The December 20, 2021 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:

**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.

**2021-24 An Ordinance Authorizing the Creation of a Municipal Sewer Utility Pursuant to N.J.S.A. 40:A:26A-1 et. Seq.** Second Reading/Public Hearing

**2021-25 An Ordinance of the Township of Woolwich, County of Gloucester, New Jersey, Authorizing and Approving the Application for a Tax Exemption and the Execution and Delivery of a Financial Agreement Between the Township of Woolwich and WH Development Urban Renewal, LLC for a Redevelopment Project Located on Properties Currently Designated as Block 59, Lots 6, 6.01, 6.02 & 8 on the Official Tax Maps of the Township, Pursuant to the Long Term Tax Exemption Law (N.J.S.A. 40A:20-1 et seq.) B & D Property** Second Reading/Public Hearing

**Resolutions:**

**R-2021-217 A Resolution to Authorize Execution of a Redevelopment Agreement with WH Development, LLC**

**R-2021-218 Resolution Authorizing the Execution of Change Order No. 1 Final to the Contract Between the Township of Woolwich and R.E. Pierson Construction Co., Inc. for Kirschling Drive Emergency Repairs (\$13,533.14)**

**R-2021-219 Resolution Authorizing Release of Letter of Credit #19-15 as Posted for Villages I, Section 6.2**

**R-2021-220 Resolution of the Township of Woolwich Authorizing Renewal of a Lease Agreement for Farming Purposes on Municipally Owned Lands Known as Block 28.01, Lot 1, Block 3, Lot 6, Block 5, Lot 4 and Block 5, Lot 3 to Gary Stecher in the Total Amount of \$3,250.00 for the Year 2022**

**R-2021-221 Resolution of the Township of Woolwich Authorizing Execution of a Sanitary Wastewater Memorandum of Understanding with the Township of Harrison**

**R-2021-222 Resolution of the Township Committee of the Township of Woolwich, in the County of Gloucester, State of New Jersey Ratifying a Contract Between the Township of Woolwich and the Woolwich Township Policemen's Benevolent Association Local #122**

**R-2021-223 Resolution of the Township of Woolwich, County of Gloucester, State of New Jersey, Authorizing the Acceptance of the State of New Jersey Department of Law and Public Safety, Office of the Attorney General SFY21 Body Worn Camera Grant Program State Fiscal Year 2021**

**R-2021-224 Resolution of the Township Committee of the Township of Woolwich, County of Gloucester, State of New Jersey Authorizing the Appointment of Joseph Morgan as Officer in Charge**

**R-2021-225 Resolution Authorizing the Cancellation of Tax Overpayments or Delinquent Amounts**

**R-2021-226 Resolution Authorizing the Tax Collector to Transfer/Refund Overpayment of Taxes**

**R-2021-227 Resolution Authorizing Totally Disabled Veteran Deduction**

**R-2021-228 Resolution of the Township Committee of the Township of Woolwich, in the County of Gloucester, State of New Jersey Authorizing an Employment Contract for Administrative Positions within the Woolwich Township Police Department**

**R-2021-229 Resolution Authorizing Budget Appropriation Transfers During the Last Two Months of the Fiscal Year for the Township of Woolwich, County of Gloucester, State of New Jersey**

**Reports:**

Month of November

Tax Collector: \$9,393,119.84 remitted

Woolwich Fire Company: Monthly Report

Police: Monthly Report

Township Engineer: Monthly Report-End of Year Report

Precision Land: Monthly Sewer Project Update

Administrator's Report: Monthly Report

Municipal Services: Monthly Report

**Liaison Reports:**

Committeeman Frederick: Municipal Services; (Blds./Grounds/Code/UCC/Zoning/Public Works); Environmental Commission

Committeeman Nocentino: Administration: (Finance; JLUB, TDR Task Force); BDAC  
Committeeman Callahan: Solid Waste/Recycling; Municipal Alliance  
Dep. Mayor Matthias: Educational Partners; (KRHS and SWSD); Recreation  
Mayor Marino: Public Safety; (Police, Fire, Courts)

**Old 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-2021-230 Resolution for Closed Session** Personnel: Transition of Finance Office  
Police Matter  
Litigation Update: Chestnut Ridge

**New Business:** Tournament Fees-Chapter 135-12A(5)

**Approval of Minutes:** November 15, 2021 and Closed Session  
December 6, 2021 and Closed Session

**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.

**TOWNSHIP OF WOOLWICH  
GLOUCESTER COUNTY**

**ORDINANCE 2021-24**

**AN ORDINANCE AUTHORIZING THE CREATION OF A MUNICIPAL SEWER  
UTILITY PURSUANT TO N.J.S.A. 40A:26A-1 et. seq.**

**WHEREAS**, The Municipal and County Sewerage Act, N.J.S.A. § 40A:26A-1 et seq., (the "Act") grants municipalities and counties, either separately or in combination with other municipalities and counties, the power to finance, acquire, construct, maintain, operate or improve works for the collection, treatment, transport and disposal of sewage and to provide for the financing of these facilities; and

**WHEREAS**, in recent years the Township of Woolwich has undergone an increase in residential and non-residential development; and

**WHEREAS**, due to this increased development, there is now a need for public sewer within the Township; and

**WHEREAS**, pursuant to N.J.S.A. § 40A:26A-4, the Township Committee of the Township of Woolwich has determined that the public health, safety and/or welfare can best be assured by the acquisition, construction or operation of a sewer utility by the Township or its designee Aqua; and

**WHEREAS**, pursuant to N.J.S.A. § 40A:26A-6, the Township has conducted surveys, investigations, studies, borings, maps, plans, drawings and estimates of costs and of revenues as may be necessary for the creation of said sewer utility; and

**WHEREAS**, on April 22, 2021 the Township and Aqua New Jersey, Inc. entered into a Water/Sewer Infrastructure Lease and Purchase Agreement whereby Aqua New Jersey will among other things operate, maintain and repair the Township's sewer mains. Woolwich Township will

retain ownership of the Township's sewer mains until such time as Aqua is legally permitted to take ownership pursuant to bonding restrictions. Said Agreement is attached hereto.

**WHEREAS**, the Township Committee of the Township of Woolwich now wishes to authorize by Ordinance the creation of a sewer utility; and

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED** by the Township Committee of Woolwich Township, County of Gloucester, State of New Jersey, that:

**Section 1-Establishment**

Pursuant to N.J.S.A. 40A:26A-1 et. seq., and N.J.S.A. 40:14B-1 et seq. and N.J.S.A. 40:14A-1 et. seq., the Township Committee of the Township of Woolwich, County of Gloucester, New Jersey ("Township") does hereby declare and establish that a Municipal Sewer Utility of the Township shall hereafter be operated and maintained as a self-liquidating public utility for purposes of the Local Bond Law, N.J.S.A. 40A:2-1 et seq., and Local Budget Law, N.J.S.A. 40A:4-1 et seq., with respect to, among other things, the construction of a regional sanitary sewer collection system to transmit waste to the Gloucester County Utilities Authority ("GCUA") Treatment Plant and one or more wastewater pumping stations to serve the Township, all as more particularly described in the drawings prepared and on file and available for inspection in the office of the Township Clerk, as such drawing, plans and specifications may hereafter be amended, supplemented and revised (collectively, the "Municipal Utility"). Said utility shall be known as the "Woolwich Township Sewer Division in the Department of Public Works."

**Section 2- Fees, rents, etc.**

The Municipal Utility is hereby authorized to receive such fees, rents, rates or other charges for or in connection with the use or services of such Municipal Utility, which sums shall be held, used and applied in accordance with the Local Bond Law, N.J.S.A. 40A:2-1 et seq., and the Local Budget Law, N.J.S.A. 40A:4-1 et seq., as well as other applicable statutes.

**Section 3-Accounting.**

The Township Chief Financial Officer or his or her designee is responsible for establishing a financial management system to accurately account for revenues generated by the system All future revenue and accounting from said sewer utility shall be on a dedicated utility basis in conformity with N.J.S.A. 40A:4-35, and all money derived from the connection and impact fees of said sewer utility shall be kept segregated in a separate fund, which shall be known as the "Sewer Utility Fund," and all disbursements for any installation costs of the sewer utility shall be taken from said Sewer Utility Fund.

**Section 4- Budget.**

The dedicated budget of this sewer utility shall include appropriations for capital improvements, debt service and for the payment of all bonds, principal and interest and all other deferred charges and statutory expenses as may be required.

**Section 5- Management**

Management of the Municipal Utility hereinabove established shall be vested in the Township Committee of the Township of Woolwich.

**Section 6- Definitions.**

Unless the context clearly indicates otherwise, the following words, terms and phrases shall have the following meanings when used in this article:

**CUSTOMER or OWNER**

Any person, corporation or organization contracting for water or sewer connections or use, products or services or who use said services, or who is the owner or occupant, or both, of any real property which directly or indirectly has been connected to the sewer system or to which directly or indirectly has been furnished or supplied the use, products or services of the sewer system or sewer services, facilities or products.

**DIVISION**

The Woolwich Township Sewer Division of the Department of Public Works.

**DOMESTIC SEWAGE**

Waste and wastewater comprising the discharge of household, commercial or otherwise wastes from bathroom toilet facilities, home laundries and kitchens which are predominantly the result of natural human waste elimination associated with bodily function and food preparation.

**ENFORCING OFFICIAL**

The Township Committee or its designee in the Department of Public Works.

**MAIN**

The Township and/or Aqua-owned, leased, operated or shared piping and appurtenances in or along public highways and streets or along privately owned rights-of-way, used for the collection of domestic sewage or industrial wastes from its customers.

**NON-RESIDENTIAL USE**

All users and connections other than those defined as residential use, including but not limited to business, commercial, industry, restaurants, taverns, theaters, camps, churches, schools, hospitals, boarding homes, nursing homes, etc.

**PERSON**

An individual, corporation, partnership or other entity or organization, and includes the plural thereof as well as the singular.

**RESIDENTIAL USE**

A single-family or multifamily dwelling, apartment, trailer, mobile home, hotel or motel unit which is designed and used exclusively for providing living accommodations.

**TOWNSHIP**

The Township of Woolwich.

**SEWER OPERATOR**

Aqua and the licensed professional responsible for the overall operation of the sewer utility

**UNIT**

In the case of a residential use, each dwelling unit, e.g., a single-family residential dwelling, a townhouse unit, etc., and in the case of a nonresidential use, a single nonresidential use drawing a maximum of 300 gallons of water per day, and for any usage in excess of 300 gallons per day, an additional unit shall be calculated in accordance with the flow criteria contained at N.J.A.C. 7:14A-23.3.

**Section 7- General regulations.**

**A.** Connection required.

**(1)**

The owners of all houses, buildings or properties used for human occupancy, employment, recreation, commercial, industrial, non-residential or other purposes, situated within the Township and abutting on any street, alley or right-of-way in which there is now located or may in the future be located a sanitary sewer, are hereby required, at the owner's expense, to connect the drainage of all sources of sewage to the sewer in accordance with the provisions of this article, and except as otherwise provided herein, within 120 days after date of official notice to do so or upon request for plumbing permit, provided that the sewer is within two hundred feet of the property line.

**(2)**

New sewers and connections to the system shall be properly designed and constructed.

**(3)**

All costs and expenses incidental to the installation and connection of the building sewer shall be borne by the owner. The owner shall indemnify the Township from any loss or damage that may directly or indirectly be occasioned by the installation of the building sewer.

**B.** Connection fee; permit.

The Township Committee hereby establishes a fee to be paid by each user to assist the municipality in financing the capital cost of construction of both its infrastructure and from the costs associated with the upgrades required for the plant to which the Townships sewage flow is to be directed. The fee schedule established herein will allow the Township to meet its obligations with regard to the repayment of those capital costs.



**(1)**

Each applicant for a connection from a single-family residential dwelling to the sewer system shall pay to the Township a fee to make the connection as set forth in Section 8 herein. The connection fee shall be a first lien or charge against the property benefitted therefrom, which may be levied and shall be enforceable in the manner provided for real property tax liens.

**(a)**

The fee shall be due and payable as follows: for existing houses, the fee shall be paid at the time of the issuance of the plumbing permit. For new development whether residential or nonresidential, the fee shall be paid 1/2 at the time of the issuance of preliminary approval of the lot and 1/2 upon the issuance of a building permit.

**(b)**

Interest. Interest upon a connection fee which remains unpaid for 30 days after the amount is due shall accrue at a rate of 6% per annum.

**(c)**

Installment payments for amounts that remain unpaid. Any residential user in an existing residence that fails to pay the connection fee within 30 days of the date due, but instead submits a first payment of \$1,000, along with a written notice indicating his or her intent to pay in a total of five installments, who also satisfies the conditions stated herein, in accordance with N.J.S.A. 54:5-19, may pay the connection fee by way of an installment plan consisting of a total of five payments. If a user who has failed to pay the total amount due within 30 days of the date it is due and payable elects to pay the connection fee in five installments and makes such payments in a timely fashion, the Township and its Tax Collector will not exercise its right to enforce its lien during this time. Interest will, however, continue to accrue as set forth in Subsection **B(1)(b)** above until the final payment is made. The first payment which shall be due at the time specified in Subsection **B(1)(a)** above must be \$1000.00 (which will be credited towards principal), with the remainder to be paid in four installments of \$865.77 due on September 1 of each year. Assuming an interest rate of 6%, each of the four remaining payments, including interest will be in the amount of \$4,463.08. An individual is only eligible to pay in installments as set forth herein, provided that the connection fee does not apply to any parcel of property which has been included in any plan adopted by any municipality of the state or under any statute of the state whereunder prior extensions for the payment of delinquent taxes were authorized; provided, further, that the right of any person interested in paying in installments shall be conditioned upon prompt payment of installments of taxes for the current year and all subsequent taxes and assessments and other municipal liens imposed or becoming a lien thereafter, including all installments thereafter payable on assessments theretofore levied, and also prompt and full payment of all installments of arrears as herein authorized; and provided, further, that in case any such installment of arrears under this plan or of any new taxes, assessments or other liens are not promptly paid, that is to say, within 30

days after the date when the same is due and payable, then such installment plan shall be void, and the Township shall enforce its lien in the manner set forth for tax sales.

(d)

Time for connection for residential users and discontinuance of septic systems:

[1]

For residential users currently served by a septic system which is deemed to be failing or otherwise presents any health dangers to the community, then connection shall be made within 60 days upon the availability of same.

[2]

For residential users currently serviced by septic systems which do not present immediate health concerns, all such septic systems shall be discontinued and terminated and connection shall be made within 120 days after date of official notice to do so.

(3)

Each applicant for a connection from a non-residential source to the sewer system shall pay the Township a fee as set forth in Section 8 herein. The connection fee shall be a first lien or charge against the property benefitted therefrom, which may be levied and shall be enforceable in the manner provided for real property tax liens.

(a)

The fee shall be payable as follows: for existing non-residential uses, at the time of issuance of the plumbing permit, and for new nonresidential uses, 1/2 at the time of preliminary approval and 1/2 at the time of issuance of the building permit.

C. Individual pumps.

(1)

Any pump required to pump sewage from the user to the system will be purchased, installed, and maintained by the user. The homeowner or commercial property owner is responsible for all on site sewer laterals, individual unit pump stations, and force main up to the public sewer connection point. For individual pump station, the property owner is responsible for all electric required to operate the pump as well as any alarm or other electrical system associated with same. If a new pump station is being constructed to serve multiple residential homes, a developer's agreement will be entered into to determine ownership and maintenance responsibility of the pump station. If the Township assumes ownership, easements will need to be recorded to provide access for maintenance activities.

(2)

The user is responsible for proper use of the waste system from their house to the pump, and any damage to the pump caused by the misuse of the system will be the responsibility of the user.

**D.** Prohibited connections.

**(1)**

The construction or maintenance of any privy, cesspool, septic or other individual sewage disposal system within areas of the Township adequately serviced by the Township sewer system is declared to be a nuisance and is hereby prohibited.

**(2)**

No person shall discharge, deposit, cause or allow to be deposited or discharged in the Township sewer system any substance, wastewater or pollutant specifically prohibited by the GCUA Sewer Use and Pretreatment Rules and Regulations as currently in effect and amended.

**E.** Nonliability of Township.

The Township shall not be held liable or accountable for any damage which may result from leaks, burst pipes, sewer backups or from any other causes connected with discharge or sewage in occupied or unoccupied buildings.

**Section 8 Connection Fee Schedule**

<b>\$4,500.00 Per Domestic Consumer Unit (DCU) or Equivalent Domestic Consumer Unit (EDCU)</b>				
	<b>TYPE OF STRUCTURE</b>		<b>UNITS</b>	<b>FEE</b>
01	Single Family, Twin, Townhouse Residential		1.00	\$4,500.00
02	Rental or Condominium Apartment Unit		0.70	\$3,150.00
03	Senior Citizen Apartment Unit		0.70	\$3,150.00
04	Hotel or Motel Per Living Unit		0.50	\$2,250.00
05	Service Station	Per Filling Position	0.40	\$1,800.00
		Per Service Bay	0.20	\$900.00
		Mini-Market per each 3,000 square feet of gross floor area or segment thereof	1.00	\$4,500.00
06	Supermarket	Per first 3,000 square feet of gross floor area or segment thereof	1.00	\$4,500.00
		Per each additional 5,000 square feet of gross floor area or segment thereof	1.00	\$4,500.00
07	Clubs	Residential per member	0.25	\$1,125.00
		Non-Residential per every 10 members	1.00	\$4,500.00
08	Catering/Banquet Halls	1-45 persons	3.00	\$13,500.00
		Each additional 15 persons or segment thereof	1.00	\$4,500.00
09	Church	Worship Area Only per each 100 seats or segment thereof	1.00	\$4,500.00
10	Commercial Garage with Water Fixtures		1.00	\$4,500.00
11	Eating Establishments	Take-Out Restaurant without seating facilities	2.00	\$9,000.00
		Fast Food Restaurant each 20 seats or segment thereof	1.00	\$4,500.00
		Average Restaurant   1-25 seating capacity	3.00	\$13,500.00

<b>\$4,500.00 Per Domestic Consumer Unit (DCU) or Equivalent Domestic Consumer Unit (EDCU)</b>				
	<b>TYPE OF STRUCTURE</b>		<b>UNITS</b>	<b>FEE</b>
		Each additional 10 seats or segment thereof	1.00	\$4,500.00
		24-Hour Service Restaurant each 6 seats or segment thereof	1.00	\$4,500.00
		Bar/Cocktail Lounge each 15 seats or segment thereof	1.00	\$4,500.00
12	Institutions	Hospitals (includes staff) per each 10 beds or segment thereof	6.00	\$27,000.00
		Other Institutions, including but not limited to Nursing Homes, Convalescent Homes, Long-Term Patient Facilities, and Assisted Living Facilities where no more than 2 residents share a room.	4.00	\$18,000.00
		Per each 10 beds or segment thereof		
13	Office Building per each 3,000 square feet of gross floor area or segment thereof		1.00	\$4,500.00
14	Laundromat or Self-Service Laundromat per each machine		0.50	\$2,250.00
15	Swim Clubs (Wastewater Fixtures Only) NOTE: SWIMMING POOL DRAINS MAY NOT BE CONNECTED TO THE SANITARY SEWER SYSTEM		2.00	\$9,000.00
16	Retail & General Commercial Business	Per first 3,000 square feet of gross floor area or segment thereof	1.00	\$4,500.00
		Per each additional 5,000 square feet of gross floor area or segment thereof	1.00	\$4,500.00
17	Warehouse per each 12,000 square feet of gross floor area or segment thereof NOTE: RATE BASED ON ONE OPERATIONAL SHIFT PER DAY FOR MULTIPLE SHIFTS, THE UNITS SHALL BE MULTIPLIED BY THE NUMBER OF DAILY SHIFTS		1.00	\$4,500.00
18	Theater (Indoors) per each 100 seats or segment thereof		1.00	\$4,500.00
19	Industrial or Manufacturing Plant without Industrial Waste per each 12,000 square feet of gross floor area or segment thereof NOTE: WOOLWICH TOWNSHIP RESERVES THE RIGHT TO USE A DIFFERENT PARAMETER SHOULD THE INDUSTRIAL USER INCORPORATE A LARGE QUANTITY OF WATER EITHER IN THEIR PRODUCT MANUFACTURED OR CLEAN-UP REQUIREMENT		1.00	\$4,500.00
20	Mobile Home Units	Single Wide Pad, one or two bedrooms	0.75	\$3,375.00
		Single Wide Pad, three or more bedrooms	1.00	\$4,500.00
		Double Wide Pad	1.00	\$4,500.00
NOTE: IN THE EVENT A BUSINESS OR STRUCTURE IS NOT DESCRIBED IN THIS SCHEDULE, WOOLWICH TOWNSHIP SHALL DETERMINE THE MINIMUM EQUIVALENT DOMESTIC CONSUMER UNITS. IN ADDITION TO THE TOWNSHIP FEES, ANY NEW CONNECTION MUST COMPLY WITH ANY AND ALL GLOUCESTER COUNTY UTILITIES AUTHORITY (GCUA) REGULATIONS AND FEES.				

**Section 9- Enforcement and penalty.**

**A.**

Any person who violates or neglects to comply with any provision of this chapter or code established herein, or notice issued pursuant thereto, shall, upon conviction thereof, be liable to a penalty of not less than \$50 nor more than \$1,000 for each violation. A separate violation shall occur on each day of noncompliance.

**B.**

Nothing contained herein shall be deemed to modify or substitute for the penalties set forth at N.J.A.C. 7:9A-1.7, but instead all penalties are designed and intended to be supplemental and separate.

**C.**

Moreover, in the event that the owner of such building fails to connect in accordance with the terms of this article, the Woolwich Township Committee is hereby authorized to order such connection by written notice signed by the designee of the Township Committee and served by the designee of the Township either upon the owner(s) personally or by leaving such notice at the owner'(s) usual place of abode with a family member above the age of 18 years. If, following service of such an order in the manner described above, the owner(s) fails to connect within 30 days of receipt of the aforesaid order, the owner shall be subject to a fine of \$25 plus \$10 for each day of delay following the expiration of the thirty-day period which succeeds the day of receipt by the owner(s) of the aforesaid order.

**D.**

In the event that the Township is required to institute action, to compel connection to the municipal sewer system, and/or determines to institute suit to recover any costs or fees incurred by the Township in the course of undertaking any emergency repairs authorized under this chapter, and in the further event that the Township is successful in the course of that action, the property owner against whom said action is brought shall be responsible for all reasonable attorney's fees and costs of suit incurred by the Township in the course of such proceeding, even if, at the conclusion of the matter, it is determined by a Court of competent jurisdiction that the property owner's contractors were responsible for the damages, it being the determination of the Township Committee that said contractors serve as the agents, servants and employees of the property owner, who is ultimately responsible.

**Section 10- Repealer, Severability and Effective Date.**

**A.** Repealer. Any and all Ordinances inconsistent with the terms of this Ordinance are hereby repealed to the extent of any such inconsistencies.

**B.** Severability. In the event that any clause, section, paragraph or sentence of this Ordinance is deemed to be invalid or unenforceable for any reason, then the Township Committee hereby declares its intent that the balance of the Ordinance not affected by said invalidity shall remain in full force and effect to the extent that it allows the Township to meet the goals of the Ordinance.

**C.** This Ordinance shall take effect upon passage and publication according to law.

**TOWNSHIP OF WOOLWICH**

By: \_\_\_\_\_  
Vernon Marino, Mayor

**ATTEST:**

\_\_\_\_\_  
Jane DiBella, Administrator / Clerk

**CERTIFICATION**

The foregoing Ordinance was introduced upon first reading by the Township Committee of the Township of Woolwich at a meeting held on the 6th day of December, 2021. It will be further considered for final adoption upon a second reading and subsequent to a public hearing to be held on such Ordinance at which time any interested person(s) may be heard. Said hearing is to be conducted on the 20th day of December, 2021, at the Woolwich Township Building, 120 Village Green Drive, Woolwich Township, New Jersey beginning at 6:00pm.

\_\_\_\_\_  
Jane DiBella, Administrator / Clerk

**CERTIFICATION OF ADOPTION**

The foregoing Ordinance was adopted upon second reading and subsequent to a public hearing at a meeting of the Woolwich Township Committee on the 20th day of December, 2021.

\_\_\_\_\_  
Jane DiBella, Administrator / Clerk

**TOWNSHIP OF WOOLWICH**  
**ORDINANCE NO. 2021-25**

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**AN ORDINANCE OF THE TOWNSHIP OF WOOLWICH, COUNTY OF GLOUCESTER, NEW JERSEY AUTHORIZING AND APPROVING THE APPLICATION FOR A TAX EXEMPTION AND THE EXECUTION AND DELIVERY OF A FINANCIAL AGREEMENT BETWEEN THE TOWNSHIP OF WOOLWICH AND WH DEVELOPMENT URBAN RENEWAL, LLC, FOR A REDEVELOPMENT PROJECT LOCATED ON PROPERTIES CURRENTLY DESIGNATED AS BLOCK 59, LOTS 6, 6.01, 6.02, & 8 ON THE OFFICIAL TAX MAPS OF THE TOWNSHIP, PURSUANT TO THE LONG TERM TAX EXEMPTION LAW (N.J.S.A. 40A:20-1 et seq.) (B&D PROPERTY)**

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**WHEREAS**, the Township of Woolwich (“Township”) is a municipal entity organized and existing under the laws of the State of New Jersey and located in the County of Gloucester; and

**WHEREAS**, pursuant to the provisions of the Local Redevelopment and Housing Law, *N.J.S.A. 40A:12A-1 et seq.* (“Redevelopment Law”), specifically including *N.J.S.A. 40A:12A-6(a)*, on August 5, 2019, the Township Committee of the Township of Woolwich (“Township Committee”) adopted Resolution No. R-2019-194 designating certain parcels of real property in the Township as an area in need of redevelopment pursuant to the Redevelopment Law (“Redevelopment Area”); and

**WHEREAS**, the Township Committee adopted Ordinance 2017-12 on July 17, 2017, an Ordinance which approved the “Kings Landing Redevelopment Plan,” a redevelopment plan that includes applicable development goals and standards for, among other things, the redevelopment of the Redevelopment Area (“Original Redevelopment Plan”); and

**WHEREAS**, the Township has heretofore designated the Township Committee as the Redevelopment Entity for the purpose of implementing the Redevelopment Plan; and

**WHEREAS**, the Township Committee adopted Ordinance No. 2019-25 on December 30, 2019, which amended the Original Redevelopment Plan (as amended, the “Redevelopment Plan”); and

**WHEREAS**, certain properties designated as Block 62, Lots 2 & 3, Block 59, Lots 6, 6.01, 6.02, 7 (part of), 8 & 10 on the Official Tax Map of the Township (“Property”) are located within the Redevelopment Area; and

**WHEREAS**, by resolution, the Township Committee appointed WH Development Urban Renewal, LLC (“Developer”), as the redeveloper of the Property; and

**WHEREAS**, pursuant to and in accordance with the Redevelopment Agreement, the Entity intends to undertake the construction of a warehouse project consisting of two (2) warehouse buildings ("Buildings B & D"), with an estimated combined total of 906,049 ± square feet of building area on certain real property in the Redevelopment Area consisting of Block 59, Lots 6, 6.01, 6.02, & 8 on the Official Tax Maps of the Township (collectively, the “B&D Property”), and a portion of two (2) warehouse buildings ("Buildings A & C"), with an estimated combined total of 307,092 ± square feet of building area collectively totaling ± 1,213,141 square feet of building area on certain real property in the Redevelopment Area consisting of Block 59, Lot 10 and Block 62, Lots 2 & 3 on the Official Tax Maps of the Township (collectively, the “A&C Property” and, together with the B&D Property, the "Full Property"), together with passenger vehicle parking spaces, trailer parking spaces, landscaping, stormwater management facilities and related site improvements (collectively, the redevelopment of all the Property is herein referred to as the "Full Project"). ; and

**WHEREAS**, the Developer is the contract purchaser of the Full Property and will construct, or cause to be constructed, the Full Project; and

**WHEREAS**, the Redeveloper may elect, in its discretion, to undertake construction of the Full Project in phases, with the construction of Buildings B and D on the B&D Property conceptually contemplated as being the initial two (2) phases of the Full Project, as depicted in the conceptual Phasing Plan attached to the Redevelopment Plan; and

**WHEREAS**, the New Jersey Long Term Tax Exemption Law, the *N.J.S.A. 40A:20-1 et seq.* (“Long Term Tax Exemption Law”) permits a municipality to enter into a financial agreement exempting real property from tax assessment and accepting payments of an Annual Service Charge, in lieu of taxes, where the property is qualified; and

**WHEREAS**, in accordance with the Long Term Tax Exemption Law, the Developer submitted a written application, as amended (“Application”), to the Township for approval of a tax exemption ("Tax Exemption") for the improvements to be constructed as part of the B&D Project (collectively, the “Improvements”); and

**WHEREAS**, the Township Committee has found that the B&D Project provides necessary commercial development, employment opportunities in construction and permanent positions, and a benefit to the Township by receiving payments in lieu of taxes; and

**WHEREAS**, the Township Committee has found that the Tax Exemption provides for better use of the B&D Property, completion of infrastructure improvements, and greater attraction for investors, lenders, and future occupants of the B&D Property; and

**WHEREAS**, the Township Committee has determined that these benefits to the Township outweigh the costs, and the redevelopment is in the best interest of the community; and



**WHEREAS**, as a result of the foregoing, the Township has agreed to enter into a financial agreement with the Entity, governing, among other things, payments made to the Township in lieu of real estate taxes on the Improvements constituting the B&D Project contemplated to be constructed on the B&D Property, pursuant to the Long Term Tax Exemption Law ("Financial Agreement"); and

**WHEREAS**, the Township Committee now deems it to be in the best interest of the Township to adopt this Ordinance authorizing the Township to approve the Application submitted by the Developer and to enter into the Financial Agreement with the Developer on the terms and conditions stated in the Financial Agreement on the B&D Property attached to this Ordinance as "Exhibit A," and as further set forth herein, including *inter alia* the granting of a tax exemption:

**NOW, THEREFORE, BE IT ORDAINED** by the Township Committee of the Township of Woolwich, County of Gloucester, and State of New Jersey, that the Application submitted by the Developer is hereby approved, and that that the Township will enter into a Financial Agreement with the Developer on the B&D Property on the terms and conditions stated in the Financial Agreement attached to this Ordinance as "Exhibit A," and as further set forth herein:

1. The Township Committee makes such determinations and findings by virtue of, pursuant to, and in conformity with the Long Term Tax Exemption Law.
2. The development of the B&D Project is hereby approved for the grant of a tax exemption under the Long Term Tax Exemption Law by virtue of, pursuant to, and in conformity with the provisions of the same.
3. The Financial Agreement and all exhibits and schedules thereto are hereby authorized and approved.
4. The Improvements, when constructed and deemed substantially completed, shall be exempt from real property taxation and, in lieu of real property taxes, the Developer shall make payments of an Annual Service Charge to the Township during the term and under the provisions set forth in the Financial Agreement.
5. Upon adoption of this Ordinance and execution of the Financial Agreement, a certified copy of this Ordinance and the Financial Agreement shall be transmitted to the Department of Community Affairs, Director of the Division of Local Government Services; and

**BE IT FURTHER ORDAINED**, that this Ordinance shall take effect upon proper passage in accordance with the law; and

**BE IT FURTHER ORDAINED** that the Mayor of the Township of Woolwich, Township Business Administrator, and the Township Chief Financial Officer are hereby authorized to execute the Financial Agreement and any additional documents as are necessary to implement and carry out the intent of this Ordinance and the Financial Agreement.

**TOWNSHIP OF WOOLWICH**

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Vernon Marino, Mayor

ATTEST:

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Jane DiBella, Township Administrator/Clerk

**CERTIFICATION**

The foregoing Ordinance was introduced upon first reading by the Township Committee of the Township of Woolwich at a meeting held on the 6th day of December, 2021. It will be further considered for final adoption upon a second reading and subsequent to a public hearing to be held on such ordinance at which time any interested person(s) may be heard. Said meeting is to be conducted on the 20th day of December, 2021 at the Woolwich Township Building, 120 Village Green Drive, Woolwich Township, New Jersey, beginning at 6:00 p.m.

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Jane DiBella, Township Administrator/Clerk

**CERTIFICATION OF ADOPTION**

The foregoing Ordinance was adopted upon second reading and subsequent to a public hearing at a meeting of the Woolwich Township Committee on the \_\_\_\_ day of \_\_\_\_\_, 2021.

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Jane DiBella, Township Administrator/Clerk

**TOWNSHIP OF WOOLWICH  
GLOUCESTER COUNTY**

**A RESOLUTION TO AUTHORIZE EXECUTION OF A  
REDEVELOPMENT AGREEMENT WITH  
WH DEVELOPMENT URBAN RENEWAL, LLC**

**R-2021-217**

**WHEREAS**, the Township is empowered, pursuant to the provisions of the Local Redevelopment and Housing Law, as amended and supplemented, N.J.S.A. 40A:12A-1 *et seq.* (“the Redevelopment Law”), to declare certain properties located within the Township as areas in need of redevelopment, and to adopt and implement redevelopment plans, and carry out redevelopment projects; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-4, a municipality may designate a redevelopment entity for purposes of undertaking municipal redevelopment efforts, as prescribed in the Redevelopment Law, or may execute those responsibilities directly as a redevelopment entity; and

**WHEREAS**, the Township has elected to directly act as the redevelopment entity, through the Woolwich Township Committee (“the Committee”), for purposes of redevelopment matters; and

**WHEREAS**, on March 18, 2019, the Committee directed the Woolwich Township Joint Land Use Board (the “JLUB”), as memorialized by the Committee’s Resolution R-2019-92, to undertake a preliminary investigation to determine if certain areas within the Township of Woolwich identified on the Tax Maps of the Township of Woolwich as Block 62, Lots 2 & 3, Block 59, Lots 6, 6.01, 6.02, 7 (part of), 8 & 10 satisfy the criteria for designation as an area in need of redevelopment pursuant to the Redevelopment Law, such that the municipality may use all those powers provided by the Redevelopment Law for use in a designated area in need of redevelopment, without the use of eminent domain, pursuant to N.J.S.A. 40A:12A-1 et seq.; and

**WHEREAS**, on April 15, 2019, the Committee adopted Resolution R-2019-114 to amend Resolution R-2019-92 to include property identified on the Tax Maps of the Township of Woolwich as Block 63, Lot 3 as part of the JLUB preliminary investigation to determine whether certain areas within the Township of Woolwich satisfy the criteria for designation as an area in need of redevelopment pursuant to the Redevelopment Law; and

**WHEREAS**, on May 6, 2019, the Committee adopted Resolution R-2019-129 to include property identified on the Tax Maps of the Township of Woolwich as Block 10, Lots 5, 5.02, 5.03, Block 11, Lots 10, 17, 18, 19, 20, 21, Block 12, Lots 5, 9, Block 14, Lots 5.01 & 5.02, Block 16, Lots 1, 2, 3, 4 & 4.01 as part of the JLUB preliminary investigation to determine whether certain areas within the Township of Woolwich satisfy the criteria for designation as an area in need of redevelopment pursuant to the Redevelopment Law; and

**WHEREAS**, the JLUB, after giving notice and conducting a public hearing on July 18, 2019, adopted Resolution #2019-23 to accept the report of J. Timothy Kernan, PE, PP, CME of Maser Consulting, P.A., dated July 2019 finding that the property identified on the Tax Maps of the Township of Woolwich as Block 10, Lots 5, 5.02, 5.03, Block 11, Lots 10, 17, 18, 19, 20, 21, Block 12, Lots 5, 9, Block 14, Lots 5.01, Block 16, Lots 1, 2, 3, 4 & 4.01 Block 59, Lots 6, 6.01, 6.02, 7 (part of), 8 & 10, Block 62, Lots 1, 2 & 3, and Block 63, Lot 3 (the “Redevelopment Area”) satisfy the criteria for designation as an area in need of redevelopment pursuant to the Redevelopment Law and to recommend to the Township Committee that it declare the Redevelopment Area, an area in need of redevelopment such that the municipality may use all those powers provided by the Redevelopment Law for the use in a designated area in need of redevelopment, without the use of eminent domain, pursuant to N.J.S.A 40A:12A-1 et seq.; and

**WHEREAS**, on August 5, 2019, the Committee adopted Resolution R-2019-194 accepting the recommendation of the JLUB and declaring the Redevelopment Area an area in need of redevelopment pursuant to the Redevelopment Law; and

**WHEREAS**, on July 17, 2017, the Committee adopted the Kings Landing at Woolwich Township Redevelopment Plan (the “Redevelopment Plan”) by Ordinance No. 2017-12;

**WHEREAS**, the Committee amended the Redevelopment Plan to include the Redevelopment Area set forth herein by Ordinance No. 2019-25, adopted December 30, 2019, by; and

**WHEREAS**, Redeveloper is the contract purchaser of property identified on the Tax Maps of the Township of Woolwich as Block 59, Lots 6, 6.01, 6.02, 8 & 10 and Block 62, Lots 1, 2 & 3 (the “Property”) and which Property is located within the Redevelopment Area; and

**WHEREAS**, Section 8(f) of the Redevelopment Law authorizes the Township to arrange or contract with a redeveloper for the planning, construction or undertaking of any project or redevelopment work in an area designated as an area in need of redevelopment; and

**WHEREAS**, the project contemplated by this Redevelopment Agreement, which includes the obtaining of Governmental Approvals, the site preparation of the Property and the financing, construction and completion of a ± 1,213,141 square foot commercial warehouse facility and related amenities on the Property (the “Project Improvements”) contemplated under this Redevelopment Agreement (the “Project”), shall be completed pursuant to the provisions of the Redevelopment Plan; and

**WHEREAS**, the Township Committee has designated the Redeveloper to undertake the necessary construction of those improvements constituting the Project; and

**WHEREAS**, Township desires to appoint Redeveloper as the redeveloper for the Property pursuant to the Redevelopment Law; and

**WHEREAS**, the Redeveloper is a recognized developer, experienced in projects for the construction of commercial warehouse development; and

**WHEREAS**, Redeveloper has provided conceptual proposals to redevelop the Property, together with related improvements and facilities; and

**WHEREAS**, pursuant to N.J.S.A. 40A:12A-8, et seq., a redevelopment entity, such as the Committee on behalf of the Township is authorized to enter into contracts for the planning, construction or undertaking of any redevelopment project or redevelopment work consistent with the Redevelopment Plan in an area designated as an area in need of redevelopment, including, but not limited to, contracts designating a private entity to serve as a redeveloper for a specific redevelopment project; and

**WHEREAS**, the Township, having reviewed the proposed Project, has determined that it is in the Township's best interests to designate Redeveloper as redeveloper for the Property subject to execution of this Agreement and satisfaction of all its terms and conditions; and

**WHEREAS**, Redeveloper desires to redevelop the Property in accordance with the Redevelopment Plan; and

**WHEREAS**, the Township desires that the Property be redeveloped by Redeveloper in accordance with this Agreement and the Redevelopment Plan; and

**WHEREAS**, pursuant to the Redevelopment Law, the Parties desire to enter into an Agreement to set forth the terms and conditions pursuant to which the Property is to be redeveloped.

**NOW THEREFORE, BE IT RESOLVED** that the Township Committee of the Township of Woolwich is hereby authorized to:

1. Enter into and execute a Redevelopment Agreement with WH Development Urban Renewal, LLC, for the redevelopment of the Property in accordance with the Redevelopment Plan.
2. Execute any and all documents necessary to complete the redevelopment of the Property by WH Development Urban Renewal, LLC.

**MOTION:**

**SECOND:**

**ROLL CALL VOTE:**

AYES:

NAYS:

ABSENT:

ABSTAIN:

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

JANE DIBELLA

Clerk

4866-6458-4708, v. 1

\_\_\_\_\_  
VERNON MARINO

Mayor

**RESOLUTION OF THE TOWNSHIP OF WOOLWICH AUTHORIZING THE EXECUTION OF CHANGE ORDER  
NO 1 FINAL TO THE CONTRACT BETWEEN THE TOWNSHIP OF WOOLWICH AND R.E. PIERSON  
CONSTRUCTION CO., INC. FOR KIRSCHLING DRIVE EMERGENCY REPAIRS (\$13,533.14)  
R-2021-218**

**WHEREAS**, the Township of Woolwich entered into a Contract with R.E. Pierson Construction Co., Inc. in the amount of \$153,090.12 for the project known as Kirschling Drive Emergency Repairs; and

**WHEREAS**, a final adjustment requires a change order to said contract in the deduct amount of (\$13,533.14); and

**WHEREAS**, computation of the entire contract and change order follows:

Original Contract Amount:	\$153,090.12
220 SY Rip Rap Channel and 100 LF Non-Woven Geotextile (Extra)	\$13,822.00
350 CY Fill and 88 LF Spilt Rail Fence (Deduct)	(\$27,355.14)
Change to Contract-Deduct	(\$13,533.14)
Final Contract:	\$139,556.98

**WHEREAS**, said change order document is attached hereto; and

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

1. That change order #1 to the contract between the Township of Woolwich and R.E. Pierson Construction Co., Inc. for the project known as Kirschling Drive Emergency Repairs Avenue is hereby authorized.
2. That Change Order #1 is in the deduct amount of \$(13,533.14).
3. That the Woolwich Township Mayor and Clerk be and are hereby authorized and directed to execute said Change Order on the behalf of the Township of Woolwich.

Adopted this 20th day of December, 2021

TOWNSHIP OF WOOLWICH

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

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



**RESOLUTION AUTHORIZING THE RELEASE OF LETTER OF CREDIT #19-15 AS POSTED FOR  
VILLAGES I, SECTION 6.2  
R-2021-219**

**WHEREAS**, the Township of Woolwich holds Letter of Credit #19-15 in the reduced amount of \$415,927.20 for Village I, Section 6.2; and

**WHEREAS**, a request was received by the developer for the release of said Letter of Credit; and

**WHEREAS**, the Woolwich Township Engineer, in response to said request, performed an inspection of the property and issued a letter dated December 9, 2021 in which recommendation is given for the release of said Letter of Credit subject to the posting of a two (2) year Maintenance Bond in the amount of 15% of the cost of the improvements (\$161,008.92) as well as inspection escrow in the amount of \$8,050.45; and

**WHEREAS**, the Township of Woolwich finds no objection to the release of said Letter of Credit; and

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

1. That the Woolwich Township Clerk be and is hereby authorized to return Letter of Credit #19-15 in the reduced amount of \$415,927.20 to the applicant subject to the posting of a two (2) year Maintenance Bond in the amount of \$161,008.92 and the posting of inspection escrow in the amount of \$8,050.45 for Villages I, Section 6.2.

Adopted this 20<sup>th</sup> day of December, 2021

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 20th day of December, 2021.

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

**RESOLUTION OF THE TOWNSHIP OF WOOLWICH AUTHORIZING RENEWAL OF A LEASE AGREEMENT  
FOR FARMING PURPOSES ON MUNICIPALLY OWNED LANDS KNOWN AS BLOCK 28.01, LOT 1, BLOCK 3,  
LOT 6, BLOCK 5, LOT 4 AND BLOCK 5, LOT 3 TO GARY STECHER IN THE TOTAL AMOUNT OF \$3,250.00  
FOR THE YEAR 2022  
R-2021-220**

**WHEREAS**, N.J.S.A. 40A:12-14 allows for the lease of county or municipal real property; and

**WHEREAS**, the Township of Woolwich is the owner of property located within the Township of Woolwich on Block 28.01, Lot 1, Block 5, Lot 3, Block 5, Lot 4 and Block 3, Lot 6 on the official Tax Map of Woolwich Township; and

**WHEREAS**, the Township of Woolwich has bid said leases for farming purposes at which time one (1) bid was received from Gary W. Stecher in the amount of \$50.00 per tillable (\$3,250.00 total) acres;

Block 28.01 Lot 1	13 tillable acres	\$ 650.00
Block 5, Lot 3	15 tillable acres	\$ 750.00
Block 3, Lot 6	17 tillable acres	\$ 850.00
Block 5, Lot 4	20 tillable acres	\$1,000.00
Total	45 tillable acres	\$3,250.00

**WHEREAS**, the Township of Woolwich entered into a Lease Agreement with Gary Stecher for the year 2021; and

**WHEREAS**, the Lease Agreement states that the lease for year 2021 is may be extended for three (3) additional years at the sole discretion of the Township of Woolwich; and

**WHEREAS**, the provisions of N.J.S.A. 40A:12-14(a) are being met;

**NOW THEREFORE BE IT RESOLVED** by the Township Committee of the Township of Woolwich as follows; That the Woolwich Township Committee hereby authorizes the renewal of the Lease Agreement between the Township of Woolwich and Gary Stecher (G & G Stecher) for the lease of Block 3, Lot 6, Block 5, Lot 3, Block 5, Lot 4 and Block 28.01 Lot 1 for farming purposes in the year 2022 in accordance with the terms and conditions of said Lease Agreement.

Adopted this 20th day of December, 2021

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 20th day of December, 2021.

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

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WOOLWICH AUTHORIZING THE  
EXECUTION OF A SANITARY WASTEWATER MEMORANDUM OF UNDERSTANDING WITH THE  
TOWNSHIP OF HARRISON**

**R-2021-221**

**WHEREAS**, Russo Acquisitions, LLC with a principal place of business located at 570 Commerce Blvd., Carlstadt, New Jersey 07072 (hereinafter "Developer"), has proposed construction of a multi-building warehouse project located on U.S. Route 322 along the easterly boundary of Woolwich Township and westerly boundary of Harrison Township, Gloucester County, New Jersey; and

**WHEREAS**, Developer is desirous of upgrading, extending and/or installing sanitary sewer system improvements including project treatment facilities on and to its property in order to service the Development on property located in Woolwich Township and Harrison Township and in order to proceed must make certain offsite sewerage improvements; and

**WHEREAS**, the Sewer Improvements will benefit all existing and potential users of the sewerage system in the most cost effective manner and will be available to serve not only the Developer but also other tracts of land in Woolwich Township; and

**WHEREAS**, in addition to the Developer's project, a minimum of 80,000 gallons per day will be reserved, allocated and available for other tracts to be developed in Harrison Township.

**NOW THEREFORE BE IT RESOLVED** by the Township Committee of the Township of Woolwich, County of Gloucester, State of New Jersey that the Mayor and Clerk of the Township of Harrison are hereby authorized to execute the Memorandum of Understanding with the Township of Harrison, Gloucester County, New Jersey, attached hereto.

Adopted this 20<sup>th</sup> day of December, 2021

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 20<sup>th</sup> day of December, 2021.

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

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WOOLWICH, IN  
THE COUNTY OF GLOUCESTER, STATE OF NEW JERSEY RATIFYING A CONTRACT  
BETWEEN THE WOOLWICH TOWNSHIP POLICEMEN'S BENEVOLENT ASSOCIATION  
LOCAL #122 AND THE TOWNSHIP OF WOOLWICH**

**R-2021-222**

**WHEREAS**, the represented members of the Police Department of the Township of Woolwich have elected to be represented by the Policemen's Benevolent Association Local #122 as their bargaining agent; and

**WHEREAS**, the Township and the said Policemen's Benevolent Association Local #122 have carried on collective bargaining for the purpose of developing a contract covering wages, hours and other conditions of employment; and

**WHEREAS**, an agreement has been reached, the terms of which are contained in a Contract Document as attached hereto and made a part hereof, said Contract being subject to ratification by both parties thereto; and

**NOW, THEREFORE BE IT RESOLVED** that the Mayor and Township Committee of the Township of Woolwich do hereby ratify and approve said Contract.

**BE IT FURTHER RESOLVED** that the Mayor and Municipal Clerk of the Township of Woolwich be and hereby are authorized and directed to execute said Contract on behalf of the Township of Woolwich.

**BE IT FURTHER RESOLVED** that the terms contained within said Contract shall be effective for a period beginning January 1, 2022 and concluding on December 31, 2025.

**ADOPTED** at a meeting of the Township Committee of the Township of Woolwich held on the 20th day of December, 2021.

**TOWNSHIP OF WOOLWICH**

**BY:** \_\_\_\_\_  
Vernon Marino, Mayor

**ATTEST:**

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

**CERTIFICATION**

The foregoing resolution was duly adopted by the Township Committee of the Township of Woolwich at a meeting held on the 20th day of December, 2021.

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

**RESOLUTION OF THE TOWNSHIP OF WOOLWICH, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY,  
AUTHORIZING THE ACCEPTANCE OF THE STATE OF NEW JERSEY DEPARTMENT OF LAW AND PUBLIC  
SAFETY. OFFICE OF THE ATTORNEY GENERAL SFY21 BODY WORN CAMERA GRANT PROGRAM STATE  
FISCAL YEAR 2021**

**R-2021-223**

**WHEREAS**, the Township of Woolwich desires to accept funding in the amount of \$81,520.00 with no match under the SFY21 Body Worn Camera Grant Program, State Account No. BFY21-100-066-1020-495, Award Number 21-BWC-486, Subaward Period: January 1, 2021-December 31, 2025; and

**WHEREAS**, the Township of Woolwich has reviewed the accompanying application and has approved such requests; and

**WHEREAS**, this project is a joint effort between the Department of Law and Public Safety Office of the Attorney General and the Woolwich Township Police Department for the purpose described in the application;

**NOW THEREFORE BE IT RESOLVED**, on this 20<sup>th</sup> day of December, 2021, by the Mayor and Township Committee of the Township of Woolwich, County of Gloucester, State of New Jersey, that:

1. As a matter of public policy, the Woolwich Township Police Department wishes to participate to the fullest extent possible with the Department of Law and Public Safety, Office of the Attorney General;
2. The Attorney General will receive funds on behalf of the applicant;
3. The office of the Attorney General will be responsible for the receipt and review of the application for said funds;
4. The Office of the Attorney General will initiate allocations to each applicant as authorized.

Adopted this 20<sup>th</sup> day of December, 2021

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 20<sup>th</sup> day of December, 2021.

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

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WOOLWICH, COUNTY OF  
GLOUCESTER, STATE OF NEW JERSEY AUTHORIZING THE APPOINTMENT OF JOSEPH MORGAN AS  
OFFICER IN CHARGE**

**R-2021-224**

**WHEREAS**, Woolwich Township Police Chief Richard Jaramillo has announced his retirement effective as of mid-night on March 31, 2022; and

**WHEREAS**, Chief Jaramillo has requested use of earned time as needed until his retirement date; and

**WHEREAS**, at a meeting conducted on December 6, 2021, the Woolwich Township Committee, as Appropriate Authority, moved to approve said request and authorize the appointment of Deputy Chief Joseph Morgan as "Officer in Charge"; and

**WHEREAS**, the Township Committee possesses the authority to appoint an Officer in Charge; and

**WHEREAS**, the Township finds it in its best interest to appoint Joseph Morgan as Officer in Charge until midnight on March 31, 2022 or until such time as an appointment is made to the position of Police Chief, whichever occurs first;

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

1. The Township hereby appoints Deputy Chief Joseph Morgan as "Officer in Charge" effective immediately and ending at midnight on March 31, 2022 or until such time as an appointment is made to the position of Police Chief, whichever occurs first.

Adopted this 20<sup>th</sup> day of December, 2021

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 20<sup>th</sup> day of December, 2021.

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

**RESOLUTION AUTHORIZING THE CANCELLATION OF TAX OVERPAYMENTS OR DELINQUENT AMOUNTS  
OF LESS THAN \$5.00**

**R-2021-225**

**WHEREAS**, N.J.S.A. 40A:5-17 allows for the cancellation of property tax overpayments or delinquent amounts of less than \$5.00; and

**WHEREAS**, the governing body may authorize the Tax Collector to process, without further action on their part, any cancellation of property tax overpayments or delinquencies of less than \$5.00;

**NOW, THEREFORE BE IT RESOLVED**, that the Township Committee of the Township of Woolwich, County of Gloucester, State of New Jersey, hereby authorizes the Tax Collector to cancel said tax amounts as deemed necessary.

**BE IT FURTHER RESOLVED**, that a certified copy of the Resolution be forwarded to the Tax Collector, the Chief Financial Officer and the Municipal Auditor.

**SEE ATTACHED LIST**

Adopted this 20<sup>TH</sup> day of December, 2021

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 20<sup>TH</sup> day of December, 2021.

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

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

**R-2021-226**

**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 transfers/refunds to for the 2021 tax year as noted:

Block 12	Lot 4.12	Elliott, Robert	\$ 250.00 Refund Veteran
Block 28.40	Lot 48	Johnson, Glenn	\$ 250.00 Refund Veteran
Block 28.40	Lot 65	Corelogic	\$2,671.49 Refund AA Tax Appeal
Block 28.40	Lot 64	Corelogic	\$2,694.43 Refund AA Tax Appeal
Block 28.40	Lot 63	Corelogic	\$2,828.96 Refund AA Tax Appeal
Block 17	Lot 7.20	Corelogic	\$ 62.98 Refund AA Tax Appeal

Adopted this 20<sup>th</sup> day of December 2021

TOWNSHIP OF WOOLWICH

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Vern Marino, Mayor

ATTEST:

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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 20<sup>th</sup> day of December 2021.

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Jane DiBella, Clerk



**RESOLUTION AUTHORIZING TOTALLY DISABLED VETERAN DEDUCTION  
R-2021-227**

**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 Byard Andrew Harris, Jr. 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 2.34	Lot 4	Byard Andrew Harris, Jr.	\$ 1,819.13 Refund & Cancel 4 <sup>th</sup> qtr. 2021
			1,754.08 cancel 1 <sup>st</sup> qtr. 2022
			1,754.08 cancel 2 <sup>nd</sup> qtr. 2022

**Approved as of September 15, 2021**

Adopted this 20<sup>th</sup> day of December, 2021

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 20th day of December, 2021.

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

**RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF WOOLWICH, IN  
THE COUNTY OF GLOUCESTER, STATE OF NEW JERSEY AUTHORIZING AN  
EMPLOYMENT CONTRACT FOR ADMINISTRATIVE POSITIONS WITHIN THE  
WOOLWICH TOWNSHIP POLICE DEPARTMENT**

**R-2021-228**

**WHEREAS**, the positions of Deputy Chief, Captain and Lieutenant within the Woolwich Township Police Department are outside of the Policemen's Benevolent Association Local #122 bargaining contract; and

**WHEREAS**, it is advised that those positions be covered through an employment contract which includes certain terms offered to officers through said contract and additionally sets forth annual salaries for said positions; and

**WHEREAS**, an agreement has been reached, the terms of which are contained within the attached Employment Contract Agreement as attached hereto and made a part hereof, said Contract being subject to ratification by both parties thereto; and

**NOW, THEREFORE BE IT RESOLVED** that the Mayor and Township Committee of the Township of Woolwich do hereby ratify and approve said Employment Contract for the Woolwich Township Deputy Chief, Captain and Lieutenant;

**BE IT FURTHER RESOLVED** that the Mayor and Municipal Clerk of the Township of Woolwich be and hereby are authorized and directed to execute said Employment Contract on behalf of the Township of Woolwich.

**BE IT FURTHER RESOLVED** that the terms contained within said Contract shall be effective for a period beginning January 1, 2022 and concluding on December 31, 2025.

**ADOPTED** at a meeting of the Township Committee of the Township of Woolwich held on the 20th day of December, 2021.

**TOWNSHIP OF WOOLWICH**

**BY:** \_\_\_\_\_  
Vernon Marino, Mayor

**ATTEST:**

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

**CERTIFICATION**

The foregoing resolution was duly adopted by the Township Committee of the Township of Woolwich at a meeting held on the 20th day of December, 2021.

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

**RESOLUTION AUTHORIZING BUDGET APPROPRIATION TRANSFERS  
DURING THE LAST TWO MONTHS OF THE FISCAL YEAR FOR THE  
TOWNSHIP OF WOOLWICH, COUNTY OF GLOUCESTER,  
STATE OF NEW JERSEY**

**R-2021-229**

**WHEREAS**, the provisions of N.J.S.A. 40A:4-58, permit the transfer of appropriations during the last two months of a 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
Medical Waivers	1-01-23-221-000		\$ 27,500.00
Police S&W - Regular	1-01-25-240-011	\$ 27,500.00	
Police Vehicle Maintenance	1-01-26-315-030		\$ 5,500.00
Gasoline - Police	1-01-31-460-003	\$ 5,500.00	
Heating	1-01-31-447-000	\$ 1,000.00	
Telephone	1-01-31-440-000		\$ 1,000.00
<b>Totals</b>		<b>\$34,000.00</b>	<b>\$34,000.00</b>

This resolution will become effective immediately.

Adopted at a meeting of the Township of Woolwich Committee held on December 20, 2021.

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

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

Certification

The foregoing resolution was duly adopted by the Township Committee of the Township of Woolwich at a meeting conducted on the 20<sup>th</sup> day of December, 2021.

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

**RESOLUTION AUTHORIZING A CLOSED SESSION OF THE TOWNSHIP  
COMMITTEE OF THE TOWNSHIP OF WOOLWICH:  
PERSONNEL: TRANSITION OF FINANCE OFFICE, POLICE MATTER AND  
LITIGATION UPDATE-CHESTNUT RIDGE  
R-2021-230**

**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 **December 20, 2021**
2. The general nature of the subject to be discussed at said closed meeting shall be;

Personnel: Transition of Finance Office  
Police Matter  
Litigation-Chestnut Ridge Update

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 20<sup>th</sup> day of December, 2021

ATTEST:

TOWNSHIP OF WOOLWICH

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

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