

**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

\$4,500.00 Per Domestic Consumer Unit (DCU) or Equivalent Domestic Consumer Unit (EDCU)			
	TYPE OF STRUCTURE	UNITS	FEE
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

\$4,500.00 Per Domestic Consumer Unit (DCU) or Equivalent Domestic Consumer Unit (EDCU)				
	TYPE OF STRUCTURE		UNITS	FEE
		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