



**R-2020-183 Resolution Authorizing Placement of Municipal Liens-Property Maintenance**

**R-2020-184 Resolution Authorizing Release and Closure of Escrow Accounts**

**R-2020-185 Resolution Authorizing Emergency Contract to R.E. Pierson Construction Company, Inc. in the Amount of \$53,073.00 for Repair to Moravian Church Road**

**Old Business:** Road Repair Update

**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-2020-186 Resolution for Closed Session** Litigation: Woolwich Adult

**R-2020-187 Resolution of the Committee of the Township of Woolwich Ratifying the General Settlement Terms Reached in Mediation between the Township of Woolwich and the Wolfson Group and as Placed on the Record on August 27, 2020**

**New Business:** Promotional Process-Woolwich Township PD

Municipal Court Judge Retirement

**Approval of Bills and Purchase Orders:**

**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.

## PROCLAMATION

Proclaiming the month of September 2020 as Prostate Cancer Awareness Month

**WHEREAS**, prostate cancer is the most commonly diagnosed form of cancer and the second leading cause of cancer related deaths among men; and

**WHEREAS**, this year approximately 174,650 men will be diagnosed with prostate cancer in the United States alone every year and roughly 31,620 die this year from the disease – which is one man every 17 minutes; and

**WHEREAS**, in New Jersey, an estimated 6,010 new cases of prostate cancer will be diagnosed and an estimated 810 deaths will occur in 2020; and

**WHEREAS**, 1 in 9 men are diagnosed with prostate cancer. African American men are at the highest risk for the disease with a rate of 1 in 6 men. African American men are 2.2 times more likely to die from the disease; and

**WHEREAS**, deaths from prostate cancer will increase in 2020 while deaths from almost every other type of cancer will decrease; and

**WHEREAS**, when prostate cancer is diagnosed early, there is a five-year survival rate of nearly 100%. However, for late stage prostate cancer diagnoses, the five-year survival rate is 29%; and

**WHEREAS**, education regarding prostate cancer and early detection strategies is critical to saving lives and preserving and protecting our families; and

**WHEREAS**, all men are at risk for prostate cancer, we encourage the citizens of **WOOLWICH TOWNSHIP** to increase the importance of prostate screenings.

**NOW, THEREFORE, BE IT RESOLVED; I, MAYOR VERNON R. MARINO, do hereby proclaim the month of September 2020 to be PROSTATE CANCER AWARENESS MONTH in WOOLWICH TOWNSHIP.**

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

\_\_\_\_\_  
Vernon R. Marino, Mayor

**TOWNSHIP OF WOOLWICH, NEW JERSEY**

**ORDINANCE 2020-13**

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**BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS ROAD AND DRAINAGE IMPROVEMENTS IN AND FOR THE TOWNSHIP OF WOOLWICH, COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$3,500,000 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE TOWNSHIP OF WOOLWICH, COUNTY OF GLOUCESTER, NEW JERSEY, IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$3,325,000; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

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**BE IT ORDAINED** by the Township Committee of the Township of Woolwich, County of Gloucester, New Jersey (not less than two-thirds of all the members thereof affirmatively concurring), pursuant to the provisions of the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), as follows:

**Section 1.** The purposes described in Section 7 hereof are hereby authorized as general improvements to be made or acquired by the Township of Woolwich, County of Gloucester, New Jersey ("Township").

**Section 2.** It is hereby found, determined and declared as follows:

- (a) the estimated amount to be raised by the Township from all sources for the purposes stated in Section 7 hereof is \$3,500,000;
- (b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is \$3,325,000; and
- (c) a down payment in the amount of \$175,000 for the purposes stated in Section 7 hereof is currently available in accordance with the requirements of Section 11 of the Local Bond Law, *N.J.S.A. 40A:2-11*.

**Section 3.** The sum of \$3,325,000, to be raised by the issuance of bonds or bond anticipation notes, together with the sum of \$175,000, which amount represents the required down payment, are hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

**Section 4.** The issuance of negotiable bonds of the Township in an amount not to exceed \$3,325,000 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law.

**Section 5.** In order to temporarily finance the purposes described in Section 7 hereof, the issuance of bond anticipation notes of the Township in an amount not to exceed \$3,325,000 is hereby authorized. Pursuant to the Local Bond Law, the Chief Financial Officer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their date to delivery thereof. The Chief Financial Officer is hereby directed to report in writing to the governing body at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this Bond Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

**Section 6.** The amount of the proceeds of the obligations authorized by this Bond Ordinance which may be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, *N.J.S.A. 40A:2-20*, shall not exceed the sum of \$750,000.

**Section 7.** The improvements hereby authorized and the purposes for which said obligations are to be issued; the estimated costs of each said purpose; the amount of down payment for each said purpose; the maximum amount obligations to be issued for each said purpose and the period of usefulness of each said purpose within the limitations of the Local Bond Law are as follows:

<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A. Completion of Road and Drainage Improvements at Various Locations throughout the Township including, but not limited to, Oliphants Mill Road, Ogden Road, Back Creek Road, Township Line Road, Oldmans Creek Road, Russell Mill Road, Moravian Church Road, as more particularly described in documentation on file in the office of the Township Clerk, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto	\$3,500,000	\$175,000	\$3,325,000	10 years

**Section 8.** Grants or other monies received from any governmental entity, if any, will be applied to the payment of, or repayment of obligations issued to finance, the costs of the purposes described in Section 7 above.

**Section 9.** The supplemental debt statement provided for in Section 10 of the Local Bond Law, *N.J.S.A. 40A:2-10*, was duly filed in the office of the Clerk prior to the passage of this Bond Ordinance on first reading and a complete executed duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. The supplemental debt statement shows that the gross debt of the Township, as defined in Section 43 of the Local Bond Law, *N.J.S.A. 40A:2-43*, is increased by this Bond Ordinance by \$3,325,000 and that the obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said Local Bond Law.

**Section 10.** The full faith and credit of the Township are irrevocably pledged to the punctual payment of the principal of and interest on the bonds or bond anticipation notes authorized by this Bond Ordinance and, to the extent payment is not otherwise provided, the Township shall levy *ad valorem* taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

**Section 11.** The Capital Budget is hereby amended to conform with the provisions of this Bond Ordinance to the extent of any inconsistency therewith, and the resolution promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, is on file with the Clerk and available for inspection.

**Section 12.** The Township hereby declares its intent to reimburse itself from the proceed of the bonds or bond anticipation notes authorized by this Bond Ordinance pursuant to Income Tax Regulation Section 1.150-2(e), promulgated under the Internal Revenue Code of 1986, as amended ("Code") for "original expenditures", as defined in Income Tax Regulation Section 1.150-2(c)(2), made by the Township prior to the issuance of such bonds or bond anticipation notes.

**Section 13.** The Township hereby covenants as follows:

(a) it shall take all actions necessary to ensure that the interest paid on the bonds or bond anticipation notes authorized by the Bond Ordinance is exempt from the gross income of the owners thereof for federal income taxation purposes, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;

(b) it will not make any use of the proceeds of the bonds or bond anticipation notes or do or suffer any other action that would cause the bonds or bond anticipation notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;

(c) it shall calculate or cause to be calculated and pay, when due, the rebatable arbitrage with respect to the "gross proceeds" (as such term is used in Section 148(f) of the Code) of the bonds or bond anticipation notes;

(d) it shall timely file with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and

(e) it shall take no action that would cause the bonds or bond anticipation notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

**Section 14.** The improvements authorized hereby are not current expenses and are improvements that the Township may lawfully make. No part of the cost of the improvements authorized hereby has been or shall be specially assessed on any property specially benefited thereby.

**Section 15.** All ordinances, or parts of ordinances, inconsistent herewith are hereby repealed to the extent of such inconsistency.

**Section 16.** In accordance with the Local Bond Law, this Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

**Date of Introduction:** August 24, 2020

**Date of Final Adoption:** Sept 8, 2020

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN  
THE TOWNSHIP OF WOOLWICH AND THE KINGSWAY REGIONAL HIGH  
SCHOOL DISTRICT FOR THE PROVISION OF CLASS III OFFICERS DURING THE  
2020-21 SCHOOL YEAR**

**R-2020-177**

**WHEREAS**, the Woolwich Township Committee hereby authorizes a Shared Services Agreement between the Township and the Kingsway Regional High School District for the services of two (2) Class III Officers for the 2020-21 school year per the terms of which are included in said Agreement attached hereto and incorporated within the body of this resolution for reference; and

**WHEREAS**, the Mayor and Township Clerk shall be and are hereby authorized to execute the Shared Services Agreement as attached hereto on behalf of said Township and that a copy of the Agreement shall be forthwith filed with the Department of Community Affairs;

**NOW THEREFORE BE IT RESOLVED** by the Township Committee of the Township of Woolwich, County of Gloucester and State of New Jersey as follows:

**SECTION 1. Adoption of Shared Services Agreement**

The Shared Service Agreement, a copy of which is attached hereto and incorporated within this resolution, providing for the payment of contributions in the Not to Exceed amount of \$86,040.00 for the provision of two (2) Class III Officers from the Kingsway Regional High School District to the Township of Woolwich is hereby adopted and shall be maintained by and for the Township of Woolwich and the Kingsway Regional High School District, for a term effective September 1, 2020 and ending on June 30, 2021.

Adopted this 8<sup>th</sup> day of September, 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 8<sup>th</sup> day of September, 2020.

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

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN  
THE TOWNSHIP OF WOOLWICH AND THE SWEDESBORO WOOLWICH SCHOOL  
DISTRICT FOR THE PROVISION OF TWO CLASS III OFFICERS DURING THE  
2020-21 SCHOOL YEAR**

**R-2020-178**

**WHEREAS**, the Woolwich Township Committee hereby authorizes a Shared Services Agreement between the Township and the Swedesboro Woolwich School District for the services of two (2) Class III Officers for the 2020-21 school year per the terms of which are included in said Agreement attached hereto and incorporated within the body of this resolution for reference; and

**WHEREAS**, the Mayor and Township Clerk shall be and are hereby authorized to execute the Shared Services Agreement as attached hereto on behalf of said Township and that a copy of the Agreement shall be forthwith filed with the Department of Community Affairs;

**NOW THEREFORE BE IT RESOLVED** by the Township Committee of the Township of Woolwich, County of Gloucester and State of New Jersey as follows:

**SECTION 1. Adoption of Shared Services Agreement**

The Shared Service Agreement, a copy of which is attached hereto and incorporated within this resolution, providing for the payment of contributions in the total amount Not to Exceed \$64,800.00 for the provision of two (2) Class III Officers from the Swedesboro-Woolwich School District to the Township of Woolwich is hereby adopted and shall be maintained by and for the Township of Woolwich and the Swedesboro-Woolwich School District, for a term effective September 1, 2020 and ending on June 30, 2021.

Adopted this 8<sup>th</sup> day of September, 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 8<sup>th</sup> day of September, 2020.

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

**RESOLUTION AUTHORIZING TOTALLY DISABLED VETERAN DEDUCTION  
R-2020-179**

**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 Eugene Alexander 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. Previous homeowner is responsible for the first 57 days of the 3<sup>rd</sup> quarter taxes.

Block 2.01	Lot 42	Alexander, Eugene	\$ 1,007.30 refund & cancel 3rd qtr. 2020 2,583.07 cancel 4 <sup>th</sup> qtr. 2020 2,657.31 cancel 1 <sup>st</sup> qtr. 2021 2,657.31 cancel 2 <sup>nd</sup> qtr. 2021
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**TDV was approved on May 28, 2020**

Adopted this 8th day of September, 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 8<sup>th</sup> day of September, 2020.

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

**RESOLUTION OF THE TOWNSHIP OF WOOLWICH MAKING ELEVATIONS  
WITHIN THE WOOLWICH TOWNSHIP POLICE DEPARTMENT  
R-2020-180**

**WHEREAS**, Patrolman Zachary Burnham and Patrolman Jonathan Nastasi were hired as 9<sup>th</sup> Class Patrolmen within the Township of Woolwich effective as of September 3, 2019; and

**WHEREAS**, the effective agreement between the Township of Woolwich and PBA Local #122 calls for the elevation in class on an annual basis upon the anniversary of hire; and

**WHEREAS**, the Woolwich Township Committee agrees to elevate said Officers to the position of 8<sup>th</sup> Class Patrolmen effective as of September 3, 2020;

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

1. That Zachary Burnham, be and is hereby elevated to the position of 8th Class Patrolman for the Township of Woolwich effective as of September 3, 2020.
2. That Jonathan Nastasi, be and is hereby elevated to the position of 8th Class Patrolman for the Township of Woolwich effective as of September 3, 2020.
3. That in accordance with the Agreement between the Township of Woolwich and PBA Local #122, the salary for both Patrolmen as 8th Class Officers shall be \$ \$47,858.40 prorated for the remainder of 2020.
4. That this elevation in pay scale shall be retroactive to September 3, 2020.
- 5.

Adopted this 8<sup>th</sup> day of September, 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 8<sup>th</sup> day of September, 2020.

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

**RESOLUTION AUTHORIZING EMERGENCY CONTRACT TO SOUTH STATE, INC. IN THE AMOUNT OF  
\$174,125.00 FOR REPAIR TO BACK CREEK ROAD  
R-2020-181**

**WHEREAS**, an emergency exists due to the failure of roadway and drainage on Back Creek Road caused by flooding during Tropical Storm Isaias on August 4, 2020; and

**WHEREAS**, said emergency has been declared pursuant to N.J.S.A. 40A:11-6 which emergency affects the health, safety and welfare of the citizenry as follows:

- a. The nature of the emergency; Due to Tropical Storm Isaias on August 4, 2020, heavy rains caused the failure of drainage structure and road bed on Back Creek Road.
- b. The time of its occurrence; This failure was first noticed on August 4, 2020 and was further eroded during subsequent heavy storms.
- c. The need for invoking an emergency purchase; Based upon the inspection and recommendation of the Township Engineer, and in order to expedite the repair and prevent further erosion, exposure and the potential loss of road surface, the Township of Woolwich has issued an emergency declaration to its QPA who is in agreement as to the need for invoking an emergency contract.

**WHEREAS**, the Township of Woolwich requested its Engineer to obtain pricing for said emergency contract pursuant to N.J.S.A. 40A:11-6 for which recommendation has been made to award a contract to South State, Inc. in the amount of \$174,125.00 for said emergency repairs; and

**WHEREAS**, this project is necessary towards the health, welfare and safety of the traveling public; and

**WHEREAS**, the Woolwich Township CFO has issued a Certification of Funds in this regard;

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

1. That South State, Inc. be and is hereby awarded a contract to conduct emergency repairs to Back Creek Road in a "Not to Exceed" amount of \$174,125.00.

Adopted this 8th day of September, 2020

TOWNSHIP OF WOOLWICH

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

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

**RESOLUTION AUTHORIZING EMERGENCY CONTRACT TO R. E. PIERSON CONSTRUCTION COMPANY,  
INC. IN THE AMOUNT OF \$19,925.00 FOR REPAIR TO LOCKE AVENUE PARK ENTRANCE  
R-2020-182**

**WHEREAS**, an emergency exists due to the failure of roadway AT THE Locke Avenue Park entrance location caused by severe flooding on August 7, 2020; and

**WHEREAS**, said emergency has been declared pursuant to N.J.S.A. 40A:11-6 which emergency affects the health, safety and welfare of the citizenry as follows:

- a. The nature of the emergency; Due to severe rain fall and resultant flooding on August 7, 2020 which caused the failure of drainage and road bed at the Locke Avenue Park entrance road.
- b. The time of its occurrence; This failure was first noticed on August 7, 2020 and was further eroded during subsequent heavy storms.
- c. The need for invoking an emergency purchase; Based upon the inspection and recommendation of the Township Engineer, and in order to expedite the repair and prevent further erosion, exposure and the potential loss of road surface, the Township of Woolwich has issued an emergency declaration to its QPA who is in agreement as to the need for invoking an emergency contract.

**WHEREAS**, the Township of Woolwich has enlisted the assistance of the County of Gloucester to obtain pricing for said emergency contract, through its shared service agreement with the County pursuant to N.J.S.A. 40A:11-6 for which recommendation has been made to award a contract to R. E. Pierson Construction Company, Inc. in the amount of \$19,925.00 for said emergency repairs; and

**WHEREAS**, this project is necessary towards the health, welfare and safety of the traveling public; and

**WHEREAS**, the Woolwich Township CFO has issued a Certification of Funds in this regard;

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

1. That R.E. Pierson Construction Company, Inc. be and is hereby awarded a contract to conduct emergency repairs to the Locke Avenue Park entrance road through the shared services partnership with the County of Gloucester in a "Not to Exceed" amount of \$19,915.00.

Adopted this 8th day of September, 2020

TOWNSHIP OF WOOLWICH

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

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

**RESOLUTION AUTHORIZING PLACEMENT OF MUNICIPAL LIENS-PROPERTY  
MAINTENANCE**

**R-2020-183**

**WHEREAS**, various properties within the Township of Woolwich are vacant and/or neglected, thereby creating a violation of the Township Property Maintenance Code; and

**WHEREAS**, the owners of property located at 106 Steeplebush and 221 Glen Haven Court failed to comply with a "Notice of Violation" issued by the Woolwich Township Director of Municipal Services; and

**WHEREAS**, the Woolwich Township Public Works Department thereafter conducted lawn maintenance at said properties for which the cost to the Township is \$300.00 per property; and

**WHEREAS**, the Township wishes to re-coup such costs by placing municipal liens as reflected below:

Block Lot	Address
25/3.19	106 Steeple Bush
25/3.12	221 Glen Haven Court

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

1. That the Woolwich Township Tax Collector be and is hereby authorized to place municipal liens on the Blocks/Lots as referenced above in the amount of \$300.00 per property.

Adopted this 8<sup>th</sup> day of September, 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 8<sup>th</sup> day of September, 2020.

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

**RESOLUTION AUTHORIZING RELEASE AND CLOSURE OF ESCROW ACCOUNTS  
R-2020-184**

**WHEREAS**, the Township of Woolwich is the Trustee of certain escrow accounts which are no longer active; and

**WHEREAS**, a request has been received for the closure of escrow accounts upon which no remaining balance is due and owing;

**WHEREAS**, based upon the request of the applicants and their letter of assurance, and with the approval of the CFO and upon the disclosure to Township Professionals of such request and their communication to the Township that no further invoices are due and owing, the Woolwich Township Committee wishes to authorize the closure of the accounts as noted;

**NOW THEREFORE BE IT RESOLVED**, by the Township Committee of the Township of Woolwich that the following escrow accounts are hereby authorized for closure and the Woolwich Township CFO is hereby authorized and directed to refund any remaining balances:

Account	Developer	Amount
2016-S02 – Dunkin Donuts 322 Soil	Dunkin Donuts – Desai	\$5,000.00
2007-015 – Lexington Mews Offices	Nexus Properties	\$2,419.55
2017-015 – Summit – Balsam & Village	Summit Ventures	\$4,463.69
2019-010 – Summit Center Sq. Sign	Summit Ventures	\$ ZERO
2016-020 – Summit V156 Wthrby Place	Summit Ventures	\$ ZERO

Adopted this 8<sup>th</sup> day of September, 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 8<sup>th</sup> day of September, 2020.

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

**RESOLUTION AUTHORIZING EMERGENCY CONTRACT TO R. E. PIERSON CONSTRUCTION COMPANY,  
INC. IN THE AMOUNT OF \$53,073.00 FOR REPAIR TO MORAVIAN CHURCH ROAD  
R-2020-185**

**WHEREAS**, an emergency exists due to the failure of roadway at Moravian Church Road caused by severe flooding on August 7, 2020; and

**WHEREAS**, said emergency has been declared pursuant to N.J.S.A. 40A:11-6 which emergency affects the health, safety and welfare of the citizenry as follows:

- a. The nature of the emergency; Due to severe rain fall and resultant flooding on August 7, 2020 which caused the failure of drainage and road bed along Moravian Church Road.
- b. The time of its occurrence; This failure was first noticed on August 7, 2020 and was further eroded during subsequent heavy storms.
- c. The need for invoking an emergency purchase; Based upon the inspection and recommendation of the Township Engineer, and in order to expedite the repair and prevent further erosion, exposure and the potential loss of road surface, the Township of Woolwich has issued an emergency declaration to its QPA who is in agreement as to the need for invoking an emergency contract.

**WHEREAS**, the Township of Woolwich has enlisted the assistance of the County of Gloucester to obtain pricing for said emergency contract, through its shared service agreement with the County pursuant to N.J.S.A. 40A:11-6 for which recommendation has been made to award a contract to R. E. Pierson Construction Company, Inc. in the amount of \$53,073.00 for said emergency repairs; and

**WHEREAS**, this project is necessary towards the health, welfare and safety of the traveling public; and

**WHEREAS**, the Woolwich Township CFO has issued a Certification of Funds in this regard;

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

1. That R.E. Pierson Construction Company, Inc. be and is hereby awarded a contract to conduct emergency repairs to Moravian Church Road through the shared services partnership with the County of Gloucester in a "Not to Exceed" amount of \$53,073.00.

Adopted this 8th day of September, 2020

TOWNSHIP OF WOOLWICH

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

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

**RESOLUTION AUTHORIZING A CLOSED SESSION OF THE TOWNSHIP  
COMMITTEE OF THE TOWNSHIP OF WOOLWICH;  
LITIGATION: WOOLWICH ADULT  
R-2020-186**

**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 **September 8, 2020**.
2. The general nature of the subject to be discussed at said closed meeting shall be;

Litigation: Woolwich Adult

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 8<sup>th</sup> day of September, 2020

ATTEST:

TOWNSHIP OF WOOLWICH

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

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

**RESOLUTION OF THE COMMITTEE OF THE TOWNSHIP OF  
WOOLWICH RATIFYING THE GENERAL SETTLEMENT TERMS  
REACHED IN MEDIATION BETWEEN WOOLWICH AND THE  
WOLFSON GROUP AND AS PLACED ON THE RECORD ON AUGUST  
27, 2020.**

**RESOLUTION #R-2020-187**

**WHEREAS**, pursuant to In re N.J.A.C. 5:96 and 5:97, 221 N.J. 1 (2015)(Mount Laurel IV), the Township filed a Declaratory Judgment Action in Superior Court, Law Division seeking, among other things, a judicial declaration that its Housing Element and Fair Share Plan (hereinafter “Fair Share Plan”), to be amended as necessary, satisfies its “fair share” of the regional need for low and moderate income housing pursuant to the “Mount Laurel doctrine;” and

**WHEREAS**, the Township simultaneously sought, and ultimately secured, a protective order providing Woolwich immunity from all exclusionary zoning lawsuits while it pursues approval of its Fair Share Plan; and

**WHEREAS**, the Honorable Anne McDonnell, P.J.Ch. (ret.) appointed Frank Banisch, P.P., A.I.C.P. as her “Special Master,” as is customary in Mount Laurel matters adjudicated in the courts; and

**WHEREAS**, the trial judge also directed the Township to engage in mediation with intervenors Woolwich Commons, LLC, Main Street at Woolwich, LLC, Woolwich Crossings, LLC, and Woolwich Residential, LLC, referred to hereinafter as the “Wolfson Group;” and

**WHEREAS**, despite numerous mediation sessions, the Township and the Wolfson Group did not reach an amicable accord on general terms of settlement, and therefore terminated mediation; and

**WHEREAS**, subsequently, the Honorable Robert P. Becker, Jr., P.J.Ch. directed the Township and the Wolfson Group to reengage in mediation, and appointed the Honorable Mark A. Troncone, J.S.C. (Superior Court, Law Div., Ocean County) as mediator; and

**WHEREAS**, on August 27, 2020, the Township's mediation team, which included Mayor Marino and Deputy Mayor Matthias and other members, and the Wolfson Group reached an agreement on the general settlement terms; and

**WHEREAS**, on that same date, Judge Troncone, the Township, and the Wolfson Group placed the general settlement terms on the record and marked as Exhibits W-1, W-1(a), W-1(b), W-1(c), W-1(d), and W-1(e), all of which are attached hereto; and

**WHEREAS**, having reached a settlement in principle, the attorneys are presently drafting, refining, and finalizing a formal settlement agreement that memorializes the general settlement terms and establishes all relevant rights, responsibilities, and procedures to be implemented by the parties; and

**WHEREAS**, although the Township Committee anticipates that the aforementioned formal settlement agreement will be considered during a meeting in the near future, it wishes to ratify the general settlement terms as a sign of good faith and an indication that it will similarly authorize Mayor Marino to execute the formal settlement agreement once in final draft form; and

**WHEREAS**, the members of the Committee reviewed the various documents referenced above and discussed same in executive session during its regular public meeting on September 8, 2020; and

**WHEREAS**, although there is a well-established policy favoring the settlement of all forms of litigation, the settlement of Mount Laurel litigation is particularly favored because (1) it

avoids the expenditure of finite public resources; and (2) expedites the construction of safe, decent housing for the region's low- and moderate-income households; and

**WHEREAS**, in light of the above, and on the recommendation of the Township's Solicitor and Special Mount Laurel Counsel, the Township Committee declares that it is in the best interests of Woolwich (1) to ratify the general settlement terms agreed to and placed on the record on August 27, 2020; and (2) for its professionals to take the other actions delineated below; and

**WHEREAS**, the Township remains steadfastly committed to achieve constitutional compliance with its affordable housing obligations pursuant to the Mount Laurel doctrine by ultimately securing judicial approval of its amended Round 3 Housing Element and Fair Share Plan which, in turn, will permit the Township to maintain legal immunity from all Mount Laurel litigation for the ten-year period set forth in the New Jersey Fair Housing Act, N.J.S.A. 52:27D-301 to 329.

**NOW, THEREFORE, BE IT RESOLVED** on this 8<sup>th</sup> day of September, 2020, by the Committee of the Township of Woolwich, County of Gloucester, State of New Jersey, as follows:

1. The Township Committee hereby ratifies the general settlement terms agreed to between the Township's mediation team and the Wolfson Group and as placed on the record before Judge Troncone on August 27, 2020 and as set forth and depicted in the various exhibits attached hereto.

2. The Township Committee hereby the authorizes and directs its professionals to collaborate with the Wolfson Group and to expedite the drafting, refining, and finalizing of a formal settlement agreement, consistent with the general settlement terms ratified herein, and to present same to the Township Committee for consideration during an upcoming public hearing.

3. The Township Committee hereby directs its Special Mount Laurel Counsel to provide copies of this Resolution and attached Exhibits to Judge Becker, Judge Troncone, and the Wolfson Group and to take all actions reasonable and necessary for the Township to achieve constitutional compliance with its affordable housing obligations pursuant to the Mount Laurel doctrine.

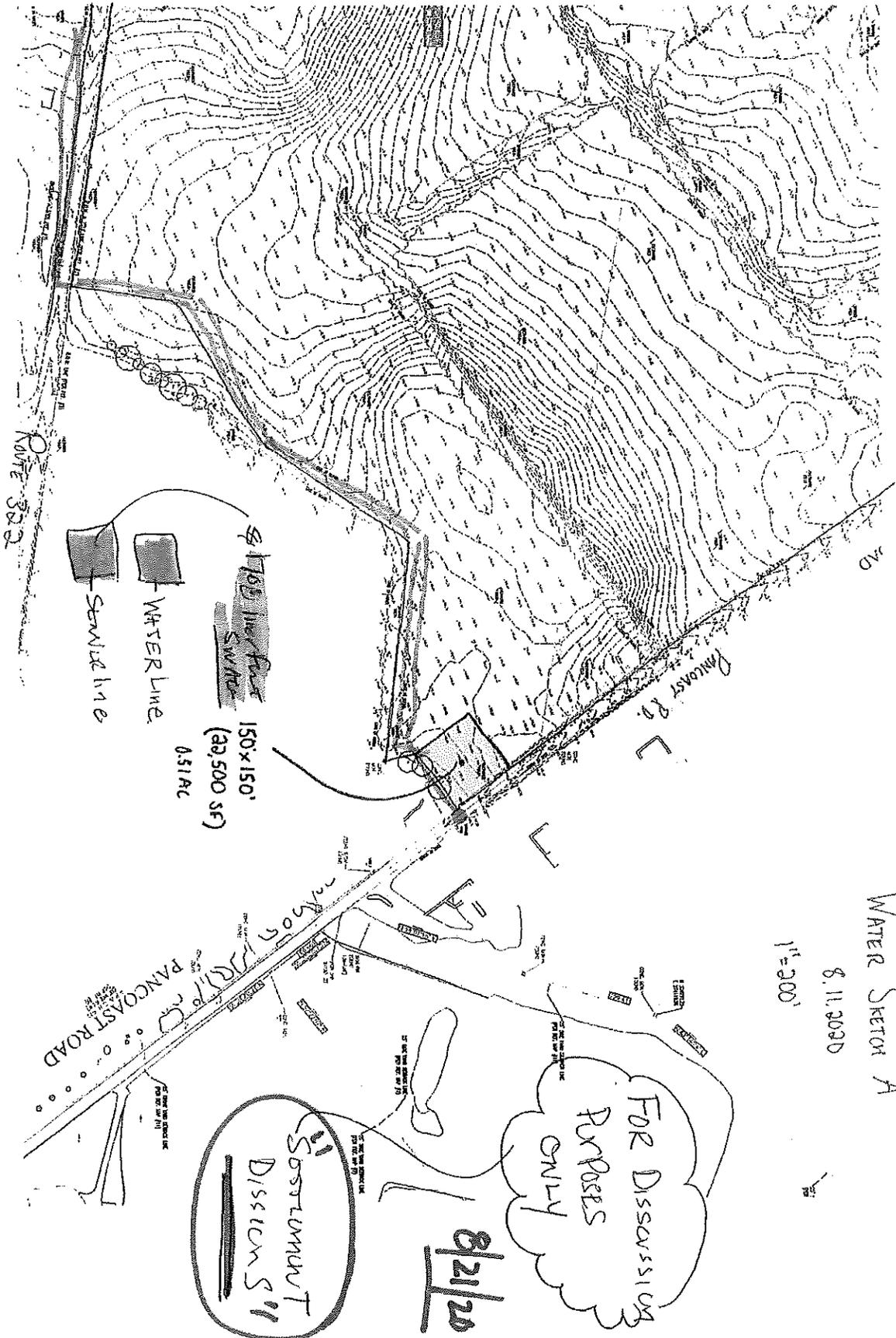
**CERTIFICATION**

I certify that the foregoing Resolution was duly adopted by the Committee of the Township of Woolwich at a regular meeting held on the 8th day of September, 2020, a quorum being present and voting in the majority.

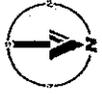
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Jane DiBella, Borough Clerk









FOR SETTLEMENT PURPOSES ONLY, (HONORABLE  
JUDGE TRONCONE, DATED JULY 9, 2020).  
CONFIDENTIAL (NOT TO BE CIRCULATED)

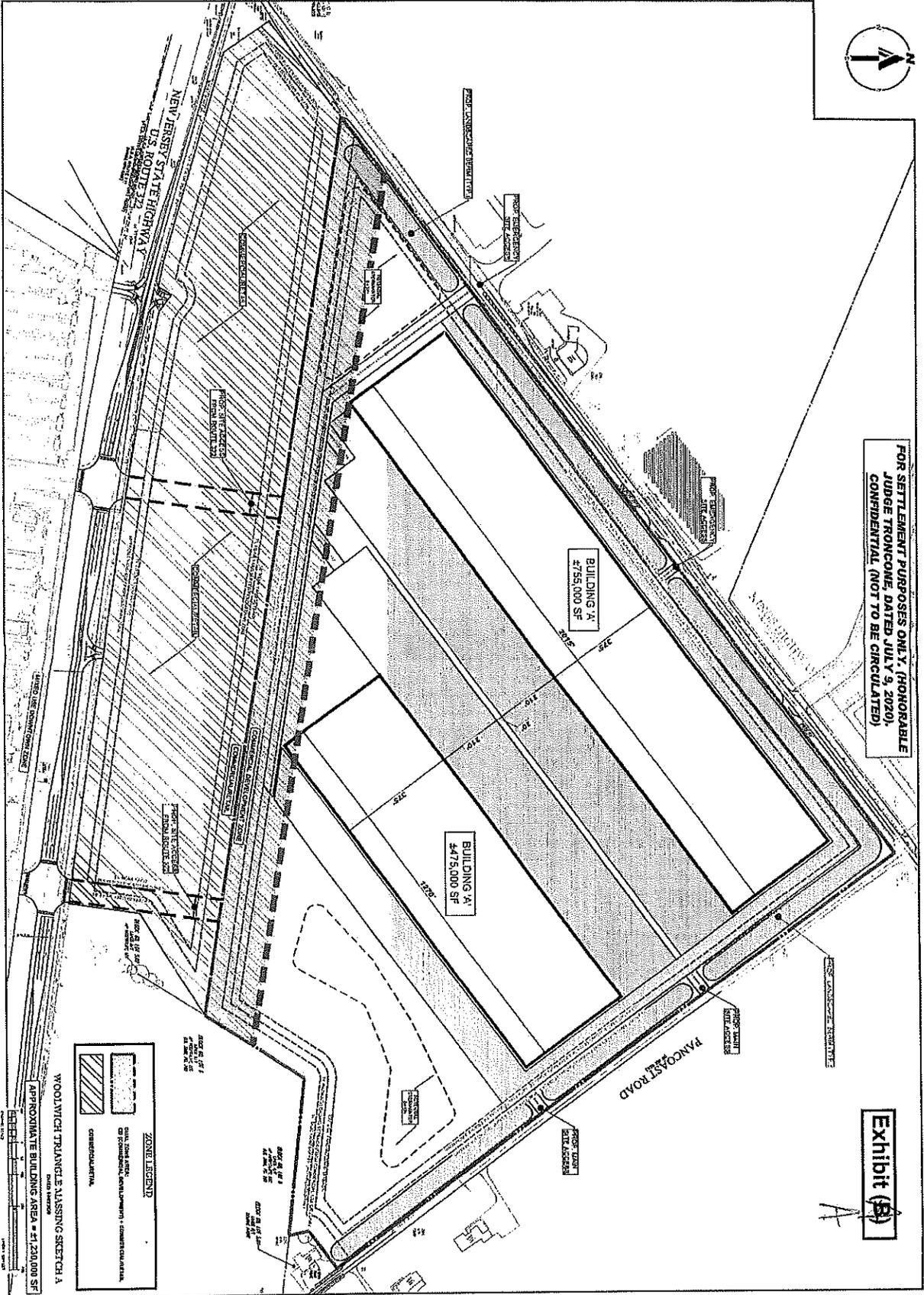
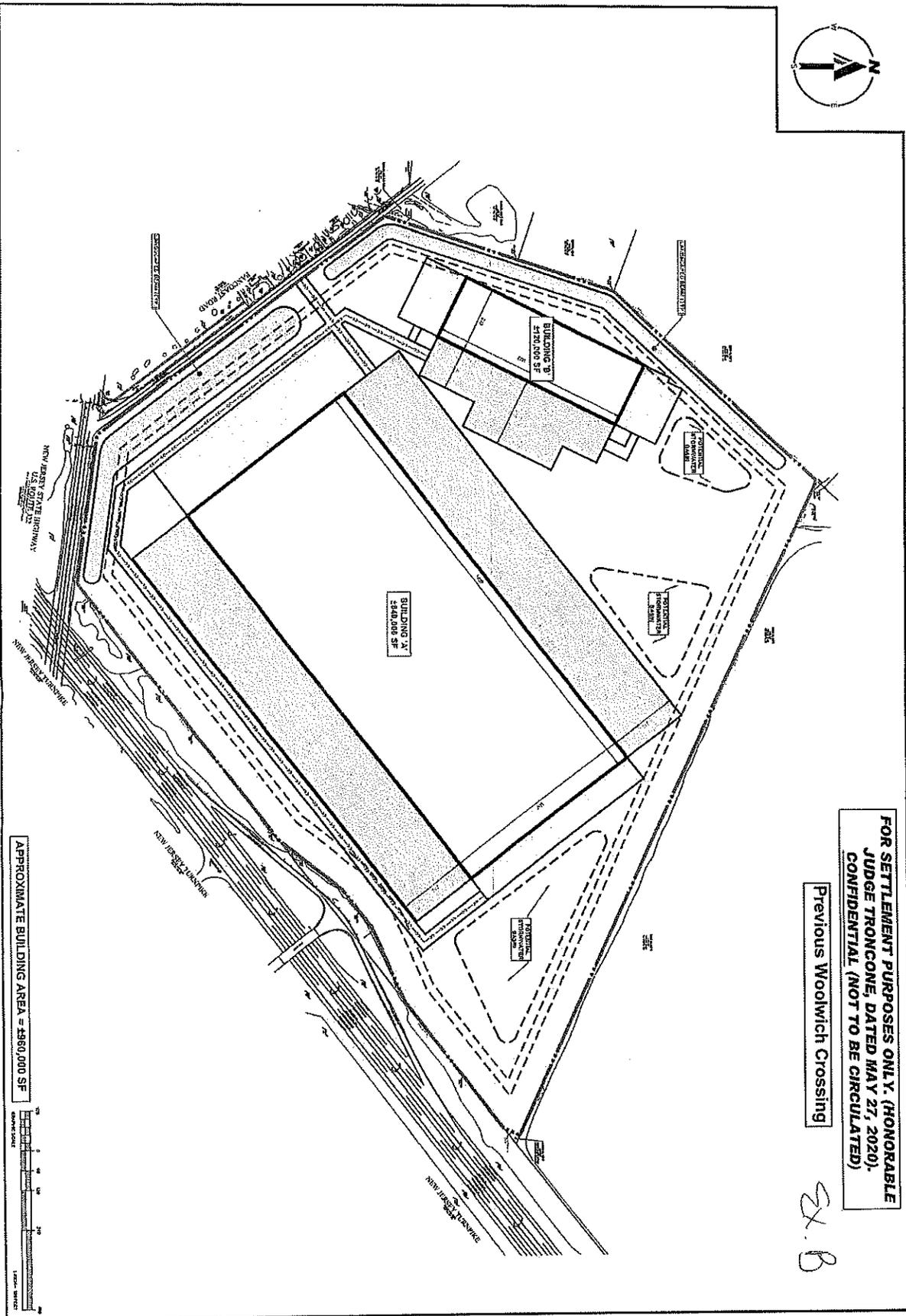
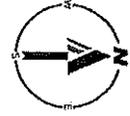


Exhibit (B)

EXHIBIT  
W-1A  
8-27-20



FOR SETTLEMENT PURPOSES ONLY. (HONORABLE  
JUDGE TRONCONE, DATED MAY 27, 2020).  
CONFIDENTIAL (NOT TO BE CIRCULATED)

Previous Woolwich Crossing

ST. B

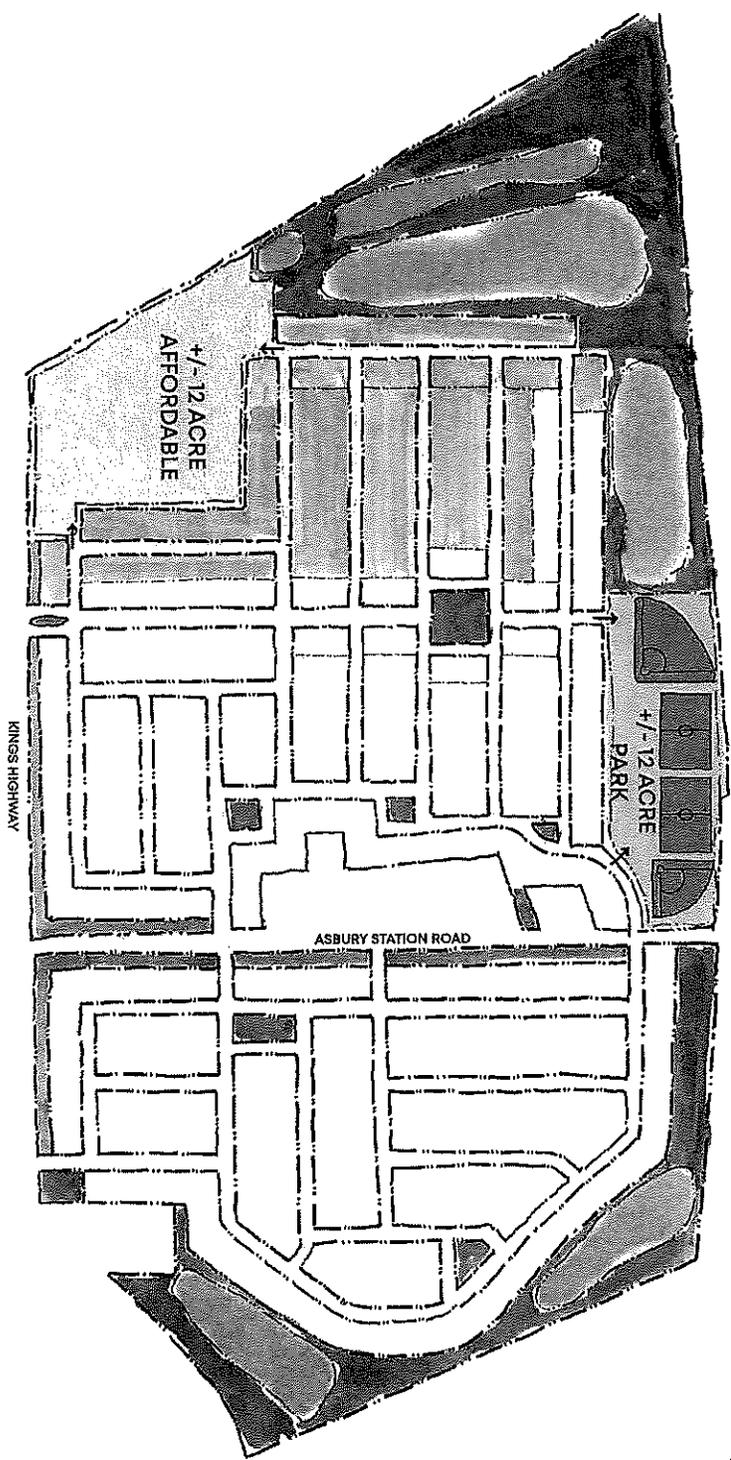
WOOLWICH  
CROSSINGS  
MASSING  
SKETCH  
DATE 08/27/20

EXHIBIT  
W-1 B  
8-27-20

FOR SETTLEMENT PURPOSES ONLY. (HONORABLE JUDGE TRONCONE, CONFIDENTIAL. (NOT TO BE CIRCULATED))

Exhibit (D)

EXHIBIT  
W-1C  
5.22.20



**LRK**  
Casella Tract  
Woolwich Township, NJ | 031501200 | 07.08.20  
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Site Plan  
Scale: 1" = 200'-0"

WOLFSON GROUP

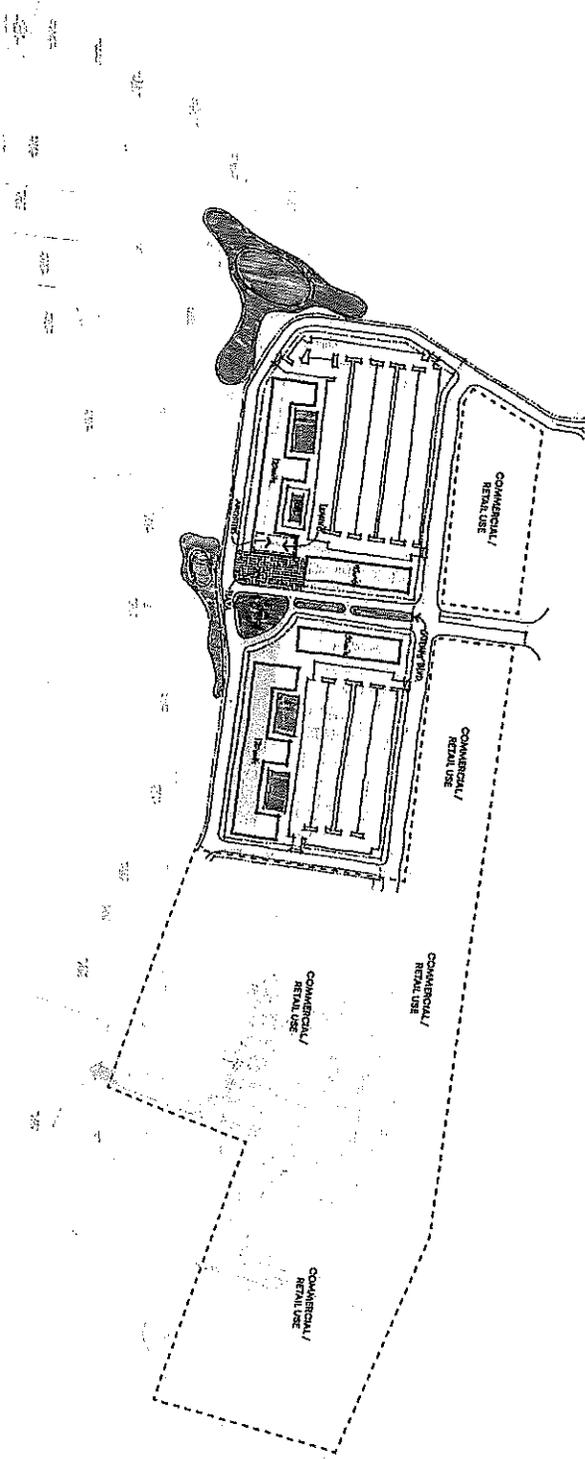


FOR SETTLEMENT PURPOSES ONLY. (HONORABLE JUDGE TRONCONE, CONFIDENTIAL. (NOT TO BE CIRCULATED))

Exhibit (c)

D

EXHIBIT  
W-1 D  
8-27-20  
REPRODUCED BY THE COURT



Woolwich Commons  
Woolwich Township, NJ | 0315012.00 | 07.08.20  
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Site Plan / Old GDP  
Scale: 1" = 200'-0"

WOLFSON GROUP

In the matter of <sup>Township of</sup> Woolwich

GLD-L-1068-15

DRAFT FOR DISCUSSION PURPOSES ONLY. NOT ADMISSIBLE IN A COURT OF  
LAW

TERM SHEET

RE: TERMS OF SETTLEMENT BETWEEN WOOLWICH TOWNSHIP AND WG  
ENTITIES

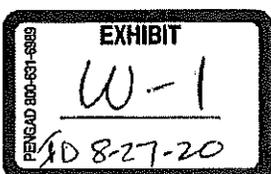
Woolwich Township and Woolwich Residential, LLC, Woolwich Commons, LLC, Woolwich Crossings, LLC and Main Street at Woolwich, LLC (hereinafter collectively referred to as "WG") have agreed upon the general terms of a settlement of the *Mount Laurel* litigation pending in the Gloucester County Court. This "term sheet" is intended to set forth those general terms so that a Settlement Agreement can be prepared.

Number of Residential Units

- WG will be permitted to construct a total of 1375 residential units on the Woolwich Residential parcel and the Woolwich Commons parcel. Approximately 900 units may be constructed on the Woolwich Residential parcel with a 10% set aside for low and moderate income housing and approximately 475 residential units on the Woolwich Commons parcel. The 475 residential units may be constructed on the Woolwich Commons parcel with no required set-aside for affordable housing units and WG will not be required to pay a residential development fee for the residential units constructed on the Woolwich Commons parcel. The residential units on the Woolwich Residential parcel may consist of single-family detached dwellings, twins, townhouses and/or multi-family buildings. The residential units on the Woolwich Commons parcel may consist of multi-family buildings and/or townhouses.
- In addition to the above units that WG is permitted to construct in the above paragraph, FSHD will be permitted to develop to 120 affordable residential dwellings on the portion of the Woolwich Residential parcel allocated for that purpose ("FSHD Project") under the terms set forth below.
- No TDRs will be required to be purchased for the Woolwich Residential, Woolwich Commons, Triangle, Woolwich Crossings or Main Street parcels.

Zoning

- WG will be permitted to develop the Triangle parcel (i.e. the top portion of the Main Street at Woolwich parcel) and the Woolwich Crossing parcel for any one or more of the uses permitted in the Township's existing CD zoning regulations, including warehouses and industrial, in general conformity with the conceptual plans for the Triangle and Woolwich Crossings parcels, attached hereto respectively as Exhibits "A" and "B". The Township will rezone the Triangle parcel and the Woolwich Crossings parcel to the CD zoning district.



- WG will be permitted to develop the Woolwich Residential parcel in accordance with a new residential zoning district created to allow for the development of the Woolwich Residential parcel in general conformity with the conceptual plan for the Woolwich Residential parcel attached hereto as Exhibit "C". The new residential zoning district will contain conventional (non-form based zoning) zoning regulations and will be in generally conformity with the Residential Ordinance previously submitted to the Township. The Township will rezone the Woolwich Residential parcel to the new residential zoning district.
- WG will be permitted to develop the Woolwich Commons parcel in accordance with a new mixed-use zoning district created to allow for the development of up to 475 multifamily units and/or townhouse units, as well as general commercial uses in general conformity with the conceptual plan for the Woolwich Commons parcel attached hereto as Exhibit "D". The new mixed-use zoning district will contain conventional (non-form based zoning) zoning regulations. The Township will rezone the Woolwich Commons parcel to the new mixed-use zoning district.
- WG will be permitted to develop the  $\pm 500$  foot strip along the north side of Route 322 (opposite the Woolwich Commons parcel) ("Strip") with the same commercial uses to be permitted on the Woolwich Commons parcel. The new commercial zoning district will contain conventional (non-form based zoning) zoning regulations. The Township will rezone the Strip to the new commercial zoning district.
- The precise zoning line between the OD District governing the Triangle parcel and the commercial zoning governing the Strip may be adjusted by  $\pm 125$  feet in either direction as depicted on the conceptual plan for the Triangle parcel, in order to accommodate the proposed development of the Triangle parcel and/or the Strip.
- Once adopted, the Township will not further change the zoning of any of the WG properties without WG's consent and approval by the Court.

#### FSHD Project

- WG will gift/ donate  $12\pm$  acres of the Woolwich Residential Parcel to FSHD for the development of FSHD's 120-unit project. The location of these 12 acres is depicted on the conceptual plan for the Woolwich Residential parcel and is located adjacent to the solar farm as requested by the Township.
- In exchange, WG will be entitled to a "credit" in the amount of the appraised fair market value of the property gifted/donated to FSHD (a minimum of \$1,100,000.00) to be applied against any future (pre-paid) statutory 2.5% non-residential affordable housing development fee required to be paid by WG.
- All current funds in the Township's Affordable Housing Trust Fund (presently believed to be approximately \$350,000) will be contributed to FSHD. WG will pre-pay to FSHD the sum of  $\pm \$350,000$  to address the shortfall between the amount paid by the Township to

FSHD from its affordable housing trust fund and the amount necessary for FSHD to proceed with the first phase of FSHD's 120-unit project (approximately 70 units), which totals \$700,000. WG's ±\$350,000 pre-payment will be applied against any future (pre-paid) statutory non-residential affordable housing development fee required to be paid by WG. The Township will be solely responsible for financial support of Phase II of the FSHD project from future trust fund availability.

- The Township will create a separate residential zoning district and separate zoning regulations for the development of the FSHD Project.

### Sewer and Water

- The Township has agreed to be solely responsible for the design and construction of the sewer infrastructure necessary to serve the Township's Regional Center at its sole cost and expense, including the extension of the sewer line east on Route 322 to Pancoast Road ("Sewer System").
- The Township has confirmed that Aqua New Jersey will be solely responsible for the design and construction of the water infrastructure necessary to serve the Township's Regional Center at its sole cost and expense, including the construction of a regional Water Tank that will provide for the necessary fire suppression needs of the WG parcels ("Water System").
- The Township has confirmed that construction of both the Sewer System and Water System will commence by approximately March 1, 2021 and will be completed by approximately March 1, 2022.
- The Township will demonstrate that all necessary permits and approvals for the Sewer System and Water System have been obtained by March 1, 2021, and will provide quarterly written detailed progress reports to WG on the status, scheduling and plan for sewer and water permits, design and construction timeline, which include an assurance that there were no design changes to the WG parcels and the new sections associated with the Township's deal with the County and Swedesboro would have no negative impact on WG.
- WG will pay its proportionate share of cost of sewer improvements within the sewer service area for the Township's Regional Center through payment of connection fees calculated in accordance with N.J.S.A. 40:14B-1, et seq., N.J.S.A. 40:14A-1, et seq. and/or such other laws as may apply. This shall be WG's sole financial obligation with respect to the provision of sanitary sewer service to WG properties.
- 
- Since Aqua will be providing public water at no cost to the Township or WG, WG is not required to pay its pro rata share of water improvements.

### PILOT AND RAB

- WG will not be required to pay its pro rata share of any off-site road improvements under Township Ordinances or the Township's Master Plan in connection with the development of the Regional Center.
- The Township will agree to a PILOT with WG for on-site improvements for any of WG's proposed commercial developments.
- The Township/WG will issue a Redevelopment Area Bond for any off-site road improvements required by NJDOT in connection with the development of the Woolwich Commons parcel, Woolwich Crossing parcel, Woolwich Residential parcel, Triangle parcel and/or Strip and/or improvements to County and Township roads to tie into the required NJDOT improvements, pursuant to N.J.S.A. 48:12A-64; provided that said RAB be either non-recourse or recourse secured by a third-party surety.

### RCAs

- The Township agrees to reduce the amount of WG's required RCA payment to fifty percent (50%) of the \$1,365,000 RCA payment (39 RCAs at \$35,000/RCA per the 2004 Settlement Agreement) in order to reimburse WG for 100 of the 200 EDUs that WG purchased in the LTMUA treatment plant. In exchange, WG agrees to assign 100 of its EDUs in the LTMUA to the Township and to withdraw, with prejudice, its claim for reimbursement of its purchase of 200 EDUs.
- WG will reimburse the Township for its proportionate share of the required \$682,500.00 RCA payment through a proportionate (\$842.00) payment at the time of the issuance of the certificate of occupancy for each of the 810 market rate units on the Woolwich Residential parcel.

### Payments/Land to Township

- WG will donate 12 acres to the Township for public use. The location of the land to be gifted or donated to the Township is depicted on the conceptual plan for the Woolwich Residential parcel.
- WG will not be required to pay any other open space, recreation fee, or other fee of a similar nature to the Township in connection with the development of any of the WG properties.
- WG will pay any residual 2.5% non-residential development fee (remaining after credit for land proposed be donated to FSHC and WG's payment to FSHD of approximately \$350,000) in accordance with the law in effect at the time that such fee would become due.
- WG agrees to support and defend the Township's Fair Share Plan, unless it is inconsistent with the terms of the settlement agreement.;

### Dismissal of Other Litigation

- WG agrees to dismiss its lawsuit against the Township and Shop Rite, with prejudice, immediately after the Township adopts the modified zoning regulations which will implement the most recent conceptual plans for the Woolwich Residential parcel, Triangle parcel and Strip, Woolwich Commons parcel, and Woolwich Crossings parcel; provided that prior to the Fairness Hearing, a separate agreement is entered into between Wakefern/Zallie and WG providing that no Wakefern operator, affiliate or representative acting on its behalf will appeal any development approval for any of the WG parcels.
- As part of the Township and JLUB entering into this Settlement Agreement, WG agrees to dismiss all pending litigation against the Township and its JLUB, with prejudice, and will further waive any accrued claims against the Township, its elected officials, staff, professionals, its JLUB, and any other Township-related committees, including individual members of the public. This obligation does not apply to denial of any future development applications filed with the JLUB; provided that the Settlement Agreement contains modified zoning regulations which will implement the most recent conceptual plans for the Woolwich Residential parcel, Triangle parcel, Woolwich Commons parcel, Woolwich Crossings parcel and Main Street parcel, and such Settlement Agreement is approved by the Court and is final and unappealable, and the Township adopts a Zoning Amendment in the form attached to said Settlement Agreement.
- The JLUB will be a party to the Settlement Agreement to be executed by the parties.

### REMAINING OUTSTANDING ISSUES

- The Township recently disclosed to WG that it has delegated to a third-party private developer, its obligation to construct approximately 1700 linear feet of the proposed sewer line in Route 322 ("Required Sewer Line"), which sewer line is necessary for the WG properties to be served by public sewer. However, neither Aqua NJ nor the Township have any binding written agreement with said third-party private developer to construct the Required Sewer Line. If said third-party private developer does not commence the construction of the Required Sewer Line by March 1, 2021 or complete construction of the Required Sewer Line by March 1, 2022, public sewer will not be available to serve the WG properties.

PROPOSED RESOLUTION: IF THE THIRD PARTY PRIVATE DEVELOPER DOES NOT COMMENCE THE CONSTRUCTION OF THE REQUIRED SEWER LINE BY MARCH 1, 2021 OR COMPLETE CONSTRUCTION OF THE REQUIRED SEWER LINE BY MARCH 1, 2022, THEN WG SHALL HAVE THE RIGHT (BUT NOT THE OBLIGATION) TO CONSTRUCT THE REQUIRED SEWER LINE AND TO OFFSET SUCH COST AGAINST THE \$300,000 RECREATION FEE AND/OR ANY SEWER TAPPING OR CONNECTION FEE THAT WG WOULD OTHERWISE BE REQUIRED TO PAY.

• \$300,000 RECREATION FEE

This issue remains open, particularly since WG will now be forced to incur the additional cost of installing sewer pump stations to serve its properties since the Township has already constructed a portion of its sewer line at a depth that will not accommodate the gravity flow from the WG properties.

MAIN STREET AT WOOLWICH, LLC,  
WOOLWICH COMMONS, LLC,  
WOOLWICH CROSSINGS, LLC  
WOOLWICH RESIDENTIAL, LLC

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

WOOLWICH TOWNSHIP

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

Fair Share Housing Development

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