

Townhall
February 6, 2020

The Mannington Township Committee meeting was called to order by Mayor Asay at 6:48 PM, following the Board of Health Organization Meeting. The following were in attendance: Asay, Patrick, Emel, Horner, Mitchell, Carmer, Bowman, and Patti Davis.

Clerk certified that this meeting had been advertised in accordance with the Sunshine Law.

Motion was made by Patrick, seconded by Emel, approving the attached bill list for payment. Roll call vote as follows:

Asay - yes
Patrick - yes
Emel - yes

Beginning with computer check number 16118, ending computer check number 16183. Beginning with payroll check number 6324, ending payroll check number 6383.

Community Healthcare Assoc.

02/06/20 ck#1043 \$25,815.58 McManimon, Scotland & Baumann

Capital

02/06/20 ck#1067 \$ 2,692.17 Green Technology Services

Unemployment Trust

02/06/20 ck#1040 \$ 325.60 NJ Department of Labor

CFO submitted a Summary Budget Status for 2019 and 2020 as of February 6, 2020.

Motion was made by Emel, seconded by Patrick, approving the minutes for the meetings held on 12/5/19, 12/9/19, 12/16/19 and 1/2/2020. Motion carried.

Motion was made by Patrick, seconded by Asay, approving the minutes for the meeting held on 12/30/19. Motion carried with Emel abstaining.

OLD BUSINESS:

Motion was made by Emel, seconded by Patrick, opening the public hearing on Ordinance 20-01. Motion carried. There being no comment, motion was made by Emel, seconded by Asay, closing the public hearing. Motion carried.

Motion was made by Emel, seconded by Patrick, adopting the following-named ordinance on final reading. Roll call vote as follows:

Asay - yes
Patrick - yes
Emel - yes

**MANNINGTON TOWNSHIP
ORDINANCE #20-01**

**ORDINANCE TO EXCEED THE MUNICIPAL BUDGET
APPROPRIATION LIMITS
AND TO ESTABLISH A CAP BANK
CALENDAR YEAR 2020
(NJSA 40A:4-45.14)**

Motion was made by Patrick, seconded by Emel, adopting the following resolution. Roll call vote as follows:

Asay - yes
Patrick - yes
Emel - yes

TOWNSHIP OF MANNINGTON

**A RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH AND
BETWEEN LOWER ALLOWAYS CREEK TOWNSHIP, ELSINBORO TOWNSHIP,
MANNINGTON TOWNSHIP, OLDMANS TOWNSHIP AND FOR TRASH AND RECYCLING
COLLECTION SERVICES IN 2020**

WHEREAS the Township Committee of the Township of Mannington desires to continue a Shared Services Agreement for Trash and Recycling Services with Lower Alloways Creek Township, Elsinboro, and Oldmans Township, and;

WHEREAS, municipalities can enter into such Shared Services Agreement pursuant to N.J.S.A. 40A:65-4 et seq., and;

WHEREAS, the four Townships have agreed to the terms, conditions and scheduling to be memorialized within the Shared Services Agreement for Trash and Recycling Services in 2020.

NOW THEREFORE BE IT RESOLVED that the Township Committee of the Township of Mannington hereby authorizes the Mayor and Clerk to execute a Shared Services Agreement for Trash and Recycling Services with and between Lower Alloways Creek Township, Elsinboro Township, Mannington Township, Oldmans Township and with the following cost sharing agreement;

	2020	<u>Total</u>	<u>Quarterly</u>
	Lower Alloways Creek	\$ 102,700.00	\$25,675.00
	Elsinboro	\$ 81,129.00	\$20,282.25
	Mannington	\$ 69,076.00	\$17,269.00
	Oldmans	\$ 89,129.00	\$22,282.25

BE IT FURTHER RESOLVED that copies of this resolution be forwarded to the Clerks of the Township of Lower Alloways Creek, the, Township of Elsinboro, the Township of Oldmans, and the Superintendent of Public Works for Lower Alloways Creek Township.

Motion was made by Patrick, seconded by Emel, adopting the following resolution. Roll call vote as follows:

Asay - yes
Patrick - yes
Emel - yes

**MANNINGTON TOWNSHIP
RESOLUTION AUTHORIZING CHANGE ORDER
RE: RESURFACING OF COMPROMISE ROAD 2018 - CHANGE ORDER 1**

WHEREAS, Mannington Township accepted the bid of GWP Enterprises, Inc. (the "Contractor") for the 2018 Road Program resurfacing of a section of Compromise Road (the "Project") for the original contract amount of \$187,279.67; and

WHEREAS, as presented in the document entitled "New Jersey Department of Transportation Division of Local Government Services and Economic Development Change Order Number 1 State Aid Project" ("Change Order 1") that was prepared and signed by the Mannington Township Engineer, there were changes in the amounts of materials needed for the Project which resulted in a \$10,832.12 decrease in the contract cost due to as-built quantities now known; and

WHEREAS, also as presented in Change Order 1, an asphalt penalty of \$20,331.05 has been imposed against the Contractor pursuant to NJDOT regulations as a result of subsurface air voids disclosed and confirmed by two post-construction tests;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Mannington, that based on Change Order 1 the contract price of the Project is decreased by a total of \$31,163.17, and the adjusted cost of the Project, as reflected in Change Order 1, is \$156,116.50.

Motion was made by Patrick, seconded by Emel, adopting the following resolution. Motion carried.

**MANNINGTON TOWNSHIP
RESOLUTION NO. R-10-2020
RESOLUTION AUTHORIZING CONVERSION OF
MANNINGTON TOWNSHIP INTEREST IN REAL PROPERTY
PURSUANT TO N.J.S.A. 40A:12-5(c)**

**RE: RESTRICTIVE COVENANT AFFECTING REAL PROPERTY
DESIGNATED AS MANNINGTON BLOCK 10, LOT 1
AND PILESGROVE BLOCK 74, LOT 13**

WHEREAS, on May 3, 1979, the Mannington Township Committee adopted a Resolution by which twenty-one inadequately sized parcels of land owned by Mannington Township, including a parcel designated as Tax Map Block 54, Lot 1, now designated as Block 10, Lot 1 (hereafter “Mannington Block 10, Lot 1”), were offered for sale to contiguous owners pursuant to *N.J.S.A.* 40A:12-13(b)(5), subject to the following restrictive covenant:

Grantee as a part of the consideration of this conveyance hereby covenants for himself, his heirs and assigns that said land being conveyed shall not be used for any use prohibited by any Mannington Township Zoning Ordinance in effect at such time unless such use is a valid non-conforming use, nor shall any dwelling place or other structure be erected or established on said land unless said land, without any zoning variance, meets all lot area, lot dimension and road frontage requirements of any Mannington Township Zoning Ordinance in effect at such time. For purposes of this covenant adjacent land owned by the same owner may be included for establishing lot area, lot dimensions and lot frontage. The Guarantee further covenants for himself, his heirs and assigns for the same consideration that no zoning variances as to use or as to lot area, lot dimension or road frontage shall be sought or obtained for said land. The foregoing covenants shall run with the land and shall be binding upon the Grantee, his heirs and assigns but shall only inure to the benefit of the Township of Mannington, its successors and assigns which may enforce said covenants by Court proceedings for injunctive relief or for damages. Violations of said covenants shall not result in reverter of title.

AND WHEREAS, on July 5, 1979, the Mannington Township Committee adopted Ordinance No. O-6C-7-79 by which it authorized the sale of five of the inadequately sized parcels of land that had been listed in the aforesaid resolution, including Mannington Block 10, Lot 1, to be sold to contiguous purchasers; and

WHEREAS, by deed dated November 2, 1979, the Township of Mannington conveyed ownership of Mannington Block 10, Lot 1 to Eddie C. Tunstall and Gladys Tunstall, his wife, the owners of the contiguous parcel of land in Pilesgrove Township that is now designated as Pilesgrove Tax Map Block 74, Lot 13, and commonly known as 366 Pierson Road (hereafter Pilesgrove Block 74, Lot 13), which deed was recorded on December 7, 1979, in Salem County Deed Book 614, pages 422&c., and which deed contained the aforesaid restrictive covenant; and

WHEREAS, Mannington Block 10, Lot 1, and Pilesgrove Block 74, Lot 13, were recently acquired by Fidelity Asset Management, LLC, a New Jersey limited liability company whose address is 740 Marne Highway, Suite 104, Moorestown, New Jersey 08057 (hereafter “the current owner”), by deed from NJHR 1, LLC, dated December 4, 2018, which deed was recorded on August 30, 2019, in Salem County Book 4532, pages 1328&c.; and

WHEREAS, the current owner has sought clarification from Mannington Township as to whether or not the development and use of Pilesgrove Block 74, Lot 13 as a single-family residential home site, without any development of Mannington Block 10, Lot 1, and without any use of Mannington Block 10, Lot 1 other than as an undeveloped yard area associated with the single-family residential use of Pilesgrove Block 74, Lot 13, would require any municipal zoning or land use approvals from the Township of Mannington; and

WHEREAS, the Mannington Township Committee has determined that the language of the restrictive covenant that was included in the aforesaid 1979 deed pursuant to the above referenced 1979 Resolution and Ordinance, while appropriate at that time, should now be clarified to confirm that the development and use of Pilesgrove Block 74, Lot 13 as a single-family residential home site without any development of Mannington Block 10, Lot 1, or any use of Mannington Block 10, Lot 1 except as an undeveloped yard area associated with the single-family residential use of Pilesgrove Block 74, Lot 13,

should not require municipal zoning or land use approvals from Mannington Township, and also to clarify other requirements as to the ownership and use of Mannington Township Block 10, Lot 1, all as set forth in the attached form of deed by which the language of the aforesaid 1979 restrictive covenant could be appropriately converted; and

WHEREAS, *N.J.S.A.* 40A:12-5(c) provides, in pertinent part, that “any...municipality having acquired any...real estate or interest therein, which...interest shall have become unsuited or inconvenient for the use for which it was acquired, may, at any time convert a portion or the whole thereof to any other public use unless otherwise provided by law or by the terms of acquisition;” and

WHEREAS, in *Millburn Tp. v. Pitt*, 68 N.J. 424 (1975), the New Jersey Supreme Court confirmed that a conversion pursuant to *N.J.S.A.* 40A:12-5(c) may be accomplished by resolution of a municipal governing body, and that no ordinance is required; and

WHEREAS, the Mannington Township Committee has determined that the aforesaid 1979 restrictive covenant constitutes an interest in real estate that was acquired for the benefit of the public; that, for the reasons expressed above, the language of the aforesaid 1979 restrictive covenant has become unsuited or inconvenient for its intended use; and that for these reasons the language of the aforesaid 1979 restrictive covenant should be converted to the language set forth in the attached form of deed for the ongoing benefit of the public consistent with what the Mannington Township Committee believes to have been the originally intended use and development of Pilesgrove Block 74, Lot 13, and the originally intended associated use of Mannington Block 10, Lot 1; and

WHEREAS, the current owner has agreed to pay or reimburse Mannington Township for the costs relating to this conversion, and has posted an initial deposit in escrow with the Mannington Township Chief Financial Officer for that purpose; and

WHEREAS, the current owner, through its attorney, has approved the attached form of deed and this resolution as satisfactory for accomplishment of the purposes expressed herein;

NOW, THEREFORE, BE IT RESOLVED, that the Mannington Township Committee hereby approves the attached form of deed and the converted restrictive covenant it contains, and hereby authorizes the Mannington Township Mayor (or Deputy Mayor) and Clerk to sign the original deed and cause it to be recorded in the Office of the Salem County Clerk (1) after the original deed and any attachments that are necessary for its recording have been properly signed by the current owner, and (2) after the current owner has supplemented the aforesaid escrow sufficiently to pay or reimburse Mannington Township for all legal fees relating to preparation of the deed and this resolution, and all anticipated recording costs (with the understanding that any amount remaining in escrow after such fees and costs have been paid or reimbursed shall be returned promptly to the current owner at the address set forth above, or as otherwise directed by the current owner’s attorney).

Prepared by: _____
William L. Horner,

Esquire

Attorney at Law of New

Jersey

DEED

This Deed is made on _____, 2020,

Between

FIDELITY ASSET MANAGEMENT, LLC, a New Jersey limited liability company, whose address is 740 Marne Highway, Suite 104, Moorestown, New Jersey 08057, as the owner of the lands and premises

designated as Mannington Township Block 10, Lot 1, and Pilesgrove Township Block 74, Lot 13, which lots are more particularly described below in attached SCHEDULE A, and

THE TOWNSHIP OF MANNINGTON, a New Jersey municipal corporation, whose address is 491 Route 45, Salem, New Jersey 08079,

referred to collectively as the Grantor;

And

FIDELITY ASSET MANAGEMENT, LLC, a New Jersey limited liability company, whose address is 740 Marne Highway, Suite 104, Moorestown, New Jersey 08057, referred to as the Grantee.

The words “Grantor” and “Grantee” shall mean all Grantors and Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the two tracts of land and premises described below in attached SCHEDULE A to the Grantee subject to the converted restrictive covenant that is set forth below. This transfer is made for the sum of **ZERO (\$0.00) DOLLARS** and in consideration for the converted restrictive covenant that is set forth below. The Township of Mannington signs this deed as Grantor to accomplish the conversion of the restrictive covenant as set forth herein pursuant to Mannington Township Resolution No. R-10-2020, dated February 6, 2020, and Fidelity Asset Management, LLC signs this deed as Grantor and Grantee for the purpose of subjecting the two tracts of land and premises described below in attached SCHEDULE A to the converted restrictive covenant set forth below.

Tax Map Reference. (*N.J.S.A.* 46:15-1.1) Township of **Mannington Block 10, Lot 1**, and Township of **Pilesgrove Block 74, Lot 13**.

Property. The property consists of the land and any buildings and structures on the land in the **Townships of Mannington and Pilesgrove**, County of Salem and State of New Jersey. The legal description is attached hereto as SCHEDULE A.

BEING the same lands and premises conveyed to Fidelity Asset Management, LLC, by deed from NJHR 1, LLC, dated December 4, 2018, and recorded on August 30, 2019, in Salem County Book No. 4532, pages 1328&c.

1. EXCEPTING THEREOUT AND THEREFROM:

2.

3. No. 1 – All land within twenty-five (25') feet of the center line of both Pierson Road and the Mannington-Yorketown Road within the Township of Mannington, which land shall be retained by the Township of Mannington for public road and drainage purposes as set forth in the deed dated November 2, 1979, and recorded on December 7, 1979, in Salem County Deed Book 614, pages 422&c.

4.

5. No. 2 – BEGINNING at the point of intersection of the edge of Pierson Road with the edge of the Mannington-Yorketown Road, and running thence (1) along the edge of the Mannington-Yorketown Road, parallel to and twenty-five feet measured at right angles from the centerline thereof, South eighty-nine degrees East, fifty feet to a point for a corner; thence (2) through Lot 1, Block 54 (n/k/a Mannington Block 10, Lot 1), north forty-seven degrees fifty-three minutes West, seventy-five and thirty-three hundredths feet to a point for a corner in the edge of Pierson Road; thence (3) along the edge of Pierson Road, parallel to and twenty-five feet measured at right angles from the centerline thereof, South six degrees forty-five minutes East, fifty feet to the place of beginning. Which land shall be retained by the Township of Mannington for public road and drainage purpose as set forth in the deed dated November 2, 1979, and recorded on December 7, 1979, in Salem County Deed Book 614, pages 422&c.

SUBJECT TO the provisions of the Mannington land use and development ordinances and subject to any existing restrictions, easements and rights-of-way, private or public, of record and also not of record, except as expressly converted herein.

6. SUBJECT TO any drainage rights at or near said lands which Mannington Township now exercises.

7.

8. SUBJECT TO such conditions as an accurate survey may reveal.

9.

10. SUBJECT TO claims of the State of New Jersey for any lands now or formerly overflowed by the tides.

11.

12. SUBJECT TO the condition that Mannington Township does not guarantee the construction of streets or roads or the installation of other municipal facilities at or to the location of said lands.

13. SUBJECT TO the following warrants, covenants and restrictions that are made by the Grantee to Mannington Township as consideration for this deed:

14.

15. Grantee, in consideration for the understandings and agreements set forth herein, hereby warrants and covenants for the Grantee, and the Grantee's successors and assigns as the present and future owners of the Pilesgrove Township land described in attached **SCHEDULE A** as Tract 1 (hereafter "Pilesgrove Tract 1") and the Mannington Township land described in attached **SCHEDULE A** as Tract 2 (hereafter "Mannington Tract 2"), that the land now comprising Pilesgrove Tract 1 and Mannington Tract 2 must hereafter remain in common ownership and be used as a single lot.

16. Grantee, in consideration for the understandings and agreements set forth herein, hereby warrants and covenants for the Grantee and the Grantee's successors and assigns as the present and future owners of Pilesgrove Tract 1 and Mannington Tract 2 that Pilesgrove Tract 1 (or any enlarged parcel of land in Pilesgrove Township that includes all of the land currently contained within Pilesgrove Tract 1) shall only be used for single-family residential (principal and accessory) purposes as may be permitted by the laws of Pilesgrove Township, with the expectation that Pilesgrove Township's officials and land development boards will regard Pilesgrove Tract 1 and Mannington Tract 2 as a single lot.

17. Grantee, in consideration of the understandings and agreements set forth herein, hereby warrants and covenants for the Grantee and the Grantee's successors and assigns as the present and future owners of Pilesgrove Tract 1 and Mannington Tract 2, that Mannington Tract 2 shall NOT be used for:

18. any use prohibited by any Mannington Township Ordinance in effect at such time;

19. any use or structure (principal or accessory) that requires a zoning permit, building permit, site plan approval or waiver, variance relief, or other development approval pursuant to any Mannington Township Ordinance, the New Jersey Municipal Land Use Law (*N.J.S.A. 40:55D-1, et seq.* – hereafter "MLUL"), or the New Jersey Uniform Construction Code (*N.J.A.C. 5:23* – hereafter "UCC") in effect at such time;

20. any use or structure that is not customarily incidental and subordinate to (i.e., "accessory" to) a lawful principal single-family residential structure and lawful single-family residential use located at such time on Pilesgrove Tract 1 (or any enlarged parcel of land in Pilesgrove Township that includes all of the land currently contained within Pilesgrove Tract 1); or

21. any driveway or parking area, or any driveway entrance onto a public street.

22. Grantee, in consideration of the understandings and agreements set forth herein, hereby warrants and covenants for the Grantee and the Grantee's successors and assigns as the present and future owners of Pilesgrove Tract 1 and Mannington Tract 2 that Mannington Tract 2 will be included and presented with Pilesgrove Tract 1 as a single lot for purposes of obtaining zoning permits, building permits, or variance relief from Pilesgrove Township pursuant to any Pilesgrove Township Ordinance or the MLUL in effect at such time for single-family residential use, and will request that Pilesgrove Township's officials and land development boards will include Mannington Tract 2 in all measurements and calculations that are conducted to determine compliance with (or the extent of variance from) Pilesgrove Township's "bulk" requirements governing matters such as lot area, yard setbacks, lot coverage, or lot width, depth, or frontage.

23. Based on the foregoing it is understood and contemplated by the Township of Mannington and the Grantee, and the Grantee's successors and assigns as the present and future owners of Pilesgrove Tract 1 and Mannington Tract 2, that no zoning permits, building permits, or variance relief pursuant to any Mannington Township Ordinance, the MLUL, or the UCC should be required to be obtained from Mannington Township and/or its zoning officials and/or land development boards for single-family residential development and use of Pilesgrove Tract 1, or for the types of accessory uses and structures on Mannington Tract 2 that are permitted herein (i.e., types other than those that are specified as prohibited in numbered paragraphs 1 through 4, above). To that end the parties agree that one of the express purposes of these covenants and restrictions is to make it clear as a matter of public record that such approvals should not be necessary for development and use of Pilesgrove Tract 1 as permitted herein, or for use of Mannington Tract 2 as permitted herein, if such development and use are consistent with the above covenants and restrictions.

24. The foregoing warrants, covenants and restrictions shall run with the land and shall be binding upon the Grantee, and the Grantee's successors and assigns as the present and future owners of Pilesgrove Tract 1 and Mannington Tract 2, for the benefit of Mannington Township and the Grantee and the Grantee's successors and assigns as the present and future owners of Pilesgrove Tract 1 and Mannington Tract 2. The Township of Mannington, and its successors and assigns, may enforce said warrants, covenants and restrictions by Court proceedings for injunctive relief or for damages, in addition to proceedings for enforcement of applicable state, county, and municipal laws, regulations and ordinances.

25. Violations of said covenants shall not result in reverter of title.

26. The word "Grantee" and the pronouns used in its place refer to the Grantee or Grantees named in this Deed, and the Grantee's or Grantees' heirs, successors and assigns, regardless of number or gender.

27. The Grantee's warrants, covenants and restrictions as contained herein constitute a conversion pursuant to *N.J.S.A. 40A:12-13(b)(5)* of the previous warrants, covenants and restrictions that were set forth in the deed dated November 2, 1979, and recorded December 7, 1979, in Salem County Deed Book 614, pages 422&c., which conversion has been authorized and approved by Mannington Township Resolution No. R-10-2020, dated February 6, 2020. Accordingly, the Grantee's warrants, covenants and restrictions as set forth herein cancel and replace the previous warrants, covenants and restrictions that were set forth in in the aforesaid prior deed.

[remainder of page intentionally left blank]

Signatures. The Grantors and Grantee sign this Deed as of the date at the top of the first page (the date of signature by the last signing party). This conveyance is authorized by a Resolution No. R-10-2020 adopted by the Mannington Township Committee on February 6, 2020.

**FIDELITY ASSET MANAGEMENT,
LLC
a New Jersey limited liability company**

By: _____
Donald L. Pollock, Jr., Sole Member

STATE OF NEW JERSEY

SS:

COUNTY OF _____

I CERTIFY that on _____, **Donald L. Pollock, Jr.**, personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) He is the sole member of Fidelity Asset Management, LLC, the New Jersey limited liability company named in this deed;
- (b) He is the Manager of the limited liability company, and the proper limited liability company officer to sign this deed;
- (c) This deed was signed and delivered by the limited liability company as its voluntary act for the purposes set forth herein, with proper authorization of its members;
- (d) The limited liability company made this deed for **Zero (\$0.00) Dollars** and in consideration for the warrants and covenants herein as the full and actual consideration paid or to be paid for the transfer of title.

(Notary)

Signatures. The Grantors and Grantee sign this Deed as of the date at the top of the first page (the date of signature by the last signing party). This conveyance is authorized by a Resolution No. R-10-2020 adopted by the Mannington Township Committee on February 6, 2020.

Attested by:

**THE TOWNSHIP OF MANNINGTON,
a New Jersey municipal corporation**

Esther A. Mitchell, Clerk

By: _____
Donald C. Asay, Mayor

STATE OF NEW JERSEY

SS:

COUNTY OF SALEM

I CERTIFY that on _____, **Donald C. Asay, Mayor of THE TOWNSHIP OF MANNINGTON, a New Jersey municipal corporation**, personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) This deed is signed by Donald C. Asay, Mayor of The Township of Mannington, attested by Esther A. Mitchell, Clerk of the Township of Mannington, and sealed with the municipal corporate seal on behalf of The Township of Mannington, all as authorized by Resolution No. R-10-2020 of the Mannington Township Committee dated February 6, 2020; and
- (b) This deed is executed by The Township of Mannington for **Zero (\$0.00) Dollars** and in consideration for the Grantee's warrants and covenants herein as the full and actual consideration paid or to be paid for the transfer of title.

(Notary)

Record and Return to:
William L. Horner, Esq.
Horner & Horner, L.L.C.
67 Market Street
P.O. Box 66
Salem, New Jersey 08079

Schedule A

American Land Title Association

Commitment for Title Insurance
Adopted 08-01-2016
Technical Corrections 04-02-2018

LEGAL DESCRIPTION

All that certain tract or parcel of land, situated, lying and being in Pilesgrove Township, County of Salem, and State of New Jersey, more particularly described as follows:

TRACT 1:

BEGINNING at a point in the centerline of Pierson Road, and running; thence

1. South 89 degrees, 0 minutes, 0 seconds East, 25.23 feet to an iron pipe and continuing along the same course a further distance of 191.77 feet making a total distance of 217.00 feet to a point; thence
2. South 6 degrees, 45 minutes, 0 seconds East, 315.09 feet to a point and corner in the centerline of Mannington-Yorktown Road; thence
3. North 89 degrees, 0 minutes, 0 seconds East, 303.00 feet more or less to a point in the Township Line between Pilesgrove Township and Mannington Township; thence
4. North 48 degrees, 7 minutes, 0 seconds West, 315.00 feet more or less to a point in the centerline of Pierson Road; thence
5. North 6 degrees, 45 minutes, 0 seconds West, 115.00 feet more or less to the point and place of BEGINNING.

FOR INFORMATION PURPOSES ONLY: Being known as Lot 13, Block 74 on the Official Tax Map of Township of Pilesgrove.

TRACT 2:

BEGINNING at the intersection of the centerline of Mannington-Yorktown Road and the centerline of Pierson Road and running; thence

1. Along the centerline of Mannington-Yorktown road South 89 degrees, 0 minutes, 0 seconds East, 150.00 feet more or less to a point in the Township line of Mannington Township and Pilesgrove Township; thence
2. North 45 degrees, 0 minutes, 0 seconds West, 250.00 feet more or less to a point in the centerline of Pierson Road; thence
3. South 6 degrees, 45 minutes, 0 seconds East, 160.00 feet more or less to the point and place of BEGINNING.

FOR INFORMATION PURPOSES ONLY: BEING Known as Lot 1, Block 10 on the Official Tax Map of Township of Mannington.

SCHEDULE A

NOTE FOR INFORMATION: The mailing address of the premises is 366 Pierson Road, Pilesgrove, NJ 08068.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance WFG National Title Insurance Company. This Commitment is not valid without the Notice, the Commitment to Issue Policy, the Commitment Conditions, Schedule A, Schedule B, Part I—Requirements, Schedule B, Part II—Exceptions, and a counter-signature by the Company or its issuing agent that may be in electronic form.

NEW JERSEY LAND TITLE
INSURANCE RATING BUREAU

NJRB 3-09
Last Revised: 07/01/18

ZONING REPORT:

Carmer gave a verbal and written report for January 2020. Mayor Asay reviewed a letter sent to the NJ State Code Construction Manager,

Marie Reese, regarding the ongoing violations with Tang Properties, LLC, Block 64, Lot 1.

The Committee discussed a letter being requested by CHA regarding non-inspection/non-issuance of certificate of occupancy on commercial properties. They need a letter for the building behind the hospital that what used for doctor's offices. Horner stated the letter should be signed by the enforcing officer, the Zoning Officer. He will discuss the wording for the letter with Carmer and stated they will need a zoning permit for approval of the use of the building.

There was discussion on the current checklist for the issuance of a Certificate of Occupancy. The Mayor told the Zoning Officer if he wanted to modify the checklist, to get his information together and present it to the Committee. He also would like anyone applying for a Certificate of Occupancy permit to be given a checklist prior to the inspection.

NEW BUSINESS:

Motion was made by Patrick, seconded by Emel, adopting the following resolution. Roll call vote as follows:

Asay - yes
Patrick - yes
Emel - yes

TOWNSHIP OF MANNINGTON
EMERGENCY TEMPORARY RESOLUTION N.J.S.A. 40A:4-20

WHEREAS, an emergency condition has arisen with respect to the need to provide budgetary funds for 2020, and

WHEREAS, the cause of the emergency is due to the fact that the Township is unable to adopt the 2020 Annual Budget, and

WHEREAS, it is considered necessary for the health and welfare of the community to continue to provide necessary services, and

WHEREAS, the total emergency temporary resolutions adopted in the year 2020 pursuant to the provisions of Chapter 96 P.L. 1951 (N.J.S.A. 40A4-20) including this resolution totals \$326,224.00 for the Current Fund.

NOW, THEREFORE, BE IT RESOLVED, (not less than two-thirds of all the members thereof affirmatively concurring) that in accordance with the provisions of N.J.S.A.40A:4-20:

1. Emergency temporary appropriations be made and the same is hereby made for the following in the indicated amount.

0-01- -101-202	Ad & Ex/Mayor & Comm. OE	\$250.00
0-01- -111 201	Data Processing OE	\$1,000.00
0-01- -114 201	Fire Hydrants	\$4,000.00
0-01- -140-204	Animal Pound Interlocal	\$1,500.00
0-01- -191-201	PERS	\$17,514.00
0-01- -191-202	DCRP	\$150.00
	Total	\$24,414.00

2. That said emergency temporary appropriations will be provided in the 2020 budget as presented in proceeding.
3. That three certified copies of this resolution be filed with the Director of Local Government Services.

Motion was made by Patrick, seconded by Emel, adopting the following resolution. Roll call vote as follows:

Asay - yes
 Patrick - yes
 Emel - yes

**MANNINGTON TOWNSHIP
 A RESOLUTION ESTABLISHING AN EMPLOYEES' CONTRIBUTION
 TOWARD HEALTH INSURANCE PREMIUMS**

WHEREAS, the regulation of New Jersey P.L. 2011 Chapter 78 requiring health insurance premium contribution rates, based on the higher of 1.50% of an employees' salary or the sliding scale have expired.

WHEREAS, Local Governments can establish a health insurance premium contribution rate no lower than 1.50% of an employees' salary.

WHEREAS, the Township of Mannington wishes to establish an employees' contribution to health insurance premiums to remain at 2.50% of an employees' salary, or the sliding scale, whichever is lower.

NOW, THEREFORE, BE IT RESOLVED, By the Committee of the Township of Mannington, in the County of Salem and State of New Jersey that employees' contribution to health insurance premiums are the lower of 2.50% of an employees' salary or the sliding scale.

Two quotes, submitted through Kris Alexander, PIG Administrator, for appraisal services on the Kelley and Mahalik farms, were reviewed.

Motion was made by Emel, seconded by Patrick, approving of Molinari & Associates, P.C. at \$2,200/each farm and T.W. Sheehan &

Associates, LLC at \$2,100/each farm, to perform appraisal services on both farms. Motion carried.

CORRESPONDENCE:

1. Verizon remitted an Annual Remittance Statement Franchise Fee for 2019 in the amount of \$1,562.73.

2. Comcast submitted a 2019 Franchise Fee in the amount of \$2,891.67.

3. A letter received from Mark Edwards regarding Block 27, Lot 9, was received and filed.

4. A request was received Shaun Stamm on behalf of the Mannington Township School's Enrichment group. The students in this group are looking into hosting a "Little Free Library", and asked to place it next to the mailbox at Townhall. The Committee welcomed the idea of the library but would like it placed adjacent to Townhall's mailbox, across the driveway and on the school's property.

Motion was made by Emel, seconded by Patrick, for the Clerk to send a reply letter stating same. Motion carried.

5. Tax Collector, via email, reported she has another bad validator, the second one. The Committee recommended for her to purchase a new one.

6. Township of Fredon sent a letter regarding returning school elections back to April. Letter received and filed.

7. Katie Mazzella of the SADC emailed a request for interest in any additional right-of-way for Block 40, Lot 4, Compromise Road. The Committee has no interest in any additional right-of-way other than what they currently have.

PUBLIC WORKS REPORT:

A verbal report was given by Patrick. The new mower has been delivered. The department has trimmed some trees. He reported that dumping of trash in the township has increased. Mayor Asay complimented Ron and Rob on a nice job installing the new door on the side of Townhall that leads to the basement door. The Committee gave approval for the department to take down the evergreen tree in front of the new door.

PUBLIC COMMENT:

There being no other business, Public Comment period was opened and closed by regular motion, with no comments.

Motion was made by Emel, seconded by Patrick, adopting the following resolution. Motion carried.

**MANNINGTON TOWNSHIP COMMITTEE
RESOLUTION FOR CLOSED SESSION
(February 6, 2020)**

WHEREAS, the Mannington Township Committee will now conduct a closed session for discussions from which the public may be lawfully excluded pursuant to the Open Public Meetings Act (*N.J.S.A. 10:4-6, et seq.*);

NOW, THEREFORE, BE IT RESOLVED, by the Mannington Township Committee, as follows:

1. The public shall be excluded from the closed session discussions which are the subject of this resolution.
2. The general nature of the subjects to be discussed during the closed session is as follows: **Matters falling within the attorney/client privilege and pending or anticipated contract negotiations relating to the potential issuance of a non-recourse redevelopment area bond in connection with the Memorial Hospital Redevelopment Project; and Matters falling within the attorney/client privilege, tactics and techniques utilized in protecting the safety and property of the public, and/or pending or anticipated contract negotiations relating to a potential agreement with Mannington Mills in connection with its Pledger Creek restoration project as it relates to land owned by Mannington Township.**
3. The discussions conducted during the closed session will be disclosed to the public as follows:
 - a. with respect to any matters involving pending or anticipated litigation, after such matters have been resolved and any periods of appeal have expired;
 - b. with respect to any other matters, when the need for confidentiality no longer exists.

4. No action will be taken during the closed session, but action may be taken following the closed session.

The meeting was opened to the public.

Patrick mentioned two water hydrants being out of service since May of 2019.

Motion was made by Patrick, seconded by Emel, adopting the following resolution. Roll call vote as follows:

Asay - yes
Patrick - yes
Emel - yes

**TOWNSHIP OF MANNINGTON
SALEM COUNTY, NEW JERSEY**

RESOLUTION AUTHORIZING THE ISSUANCE OF NON-RECURSE REDEVELOPMENT AREA BOND (MEMORIAL HOSPITAL REDEVELOPMENT PROJECT) OF THE TOWNSHIP OF MANNINGTON, IN THE COUNTY OF SALEM, NEW JERSEY IN AN AGGREGATE PRINCIPAL AMOUNT OF \$225,000

WHEREAS, pursuant to the Local Redevelopment and Housing Law, *N.J.S.A.* 40A:12A-1 *et seq.* (the “**Redevelopment Law**” or the “**Act**”), and that certain redevelopment plan adopted on January 22, 2019 (as the same may be amended from time to time, the “**Redevelopment Plan**”) by ordinance of the Committee (the “**Township Committee**”) of the Township of Mannington, a public body corporate and politic of the State of New Jersey (the “**Township**”), the Township and 310 Woodstown Urban Renewal, LLC (the “**Entity**”) entered into that certain Redevelopment Agreement dated December 6, 2019 (as the same may be further amended from time to time, the “**Redevelopment Agreement**”) with respect to property identified as Block 53, Lots 4 and 23 on the Township’s tax map (the “**Project Area**”) and designated by resolution of the Township Committee as an “area in need of redevelopment” in accordance with the Redevelopment Law; and

WHEREAS, pursuant to the Redevelopment Agreement, the Entity will develop, finance, construct and implement a project that rehabilitates the entire existing hospital campus, including the repair and remodeling of the existing original buildings to produce a modern, state-of-the-art facility, which will service the healthcare needs of residents within Salem County on the Project Area (the “**Project**”); and

WHEREAS, the provisions of the Exemption Law and such other statutes as may be sources of relevant authority, authorize the Township to accept, in lieu of real property taxes, annual service charges paid by the Entity to the Township as set forth in such laws (the “**Annual Service Charge**”); and

WHEREAS, in accordance with the provisions of the Exemption Law, the Entity filed an application with the Township seeking a tax exemption in connection with the Project; and

WHEREAS, the Township and the Entity entered into a financial agreement to memorialize the terms and conditions by which the Entity will pay the Annual Service Charge (the “**Financial Agreement**”); and

WHEREAS, pursuant to the Redevelopment Area Bond Financing Law, *N.J.S.A.* 40A:12A-64 *et seq.* (the “**RAB Law**”), a municipality may issue bonds to finance redevelopment projects pursuant to a

redevelopment plan within an area in need of redevelopment, which bonds may be secured by an annual service charge; and

WHEREAS, pursuant to *N.J.S.A. 40A:12A-29(a)(3)* and *N.J.S.A. 40A:12A-67(g)*, the Township Committee authorized by resolution the application to the Local Finance Board (the “**Application**”) for the Township’s issuance of a \$225,000 **Non-Recourse** Redevelopment Area Bond in support of the Project; and

WHEREAS, on December 11, 2019, the Local Finance Board met, reviewed and approved the Application; and

WHEREAS, as an inducement to the Entity to construct the Project, and in furtherance of the purposes of the Act and the RAB Law, the Township intends to issue a Non-Recourse Redevelopment Area Bond (Memorial Hospital Redevelopment Project), in the principal amount of \$225,000, in one series (the “**Bond**”), which Bond shall be secured by a pledge of the Annual Service Charge; and

WHEREAS, the Bond is hereby authorized to be issued and executed and secured by a pledge of the Annual Service Charge for the payment of the principal of the Bond.

NOW, THEREFORE, BE IT RESOLVED BY THE MUNICIPAL COMMITTEE OF THE TOWNSHIP OF MANNINGTON, NEW JERSEY AS FOLLOWS:

Section 1. Determination to Issue. To accomplish the purposes and objectives of the Act and the RAB Law, the Township hereby determines to finance a portion of the costs associated with the Project. To finance a portion of the Project, the Bond is hereby authorized to be issued in the principal amount of \$225,000. The net proceeds from the sale of the Bond shall be paid to the Redeveloper for the Project. The Bond shall be issued in one series, shall be dated its date of delivery, shall not bear interest and shall be payable as to principal as set forth therein. The Bond shall be issued in the form, shall mature and shall have such other details and provisions as are set forth in the form of the Bond attached hereto as Exhibit A. The first principal payment on the Bond shall be on a date which is after the payment of four (4) quarterly Annual Service Charge payments.

Section 2. Bond Constitutes a Special, Limited Obligation. The Bond shall be a special, limited obligation of the Township, payable solely out of the Annual Service Charge and all such Annual Service Charge is hereby irrevocably pledged to the payment of the Bond. The payment of the principal of the Bond shall be secured by the pledge of the Annual Service Charge and certain rights of the Township as provided in the Financial Agreement. Neither the members of the Township Committee nor any person executing the Bond issued pursuant to this Resolution, the Act and the RAB Law shall be liable personally for the Bond by reason of the issuance thereof. The Bond shall not be in any way a debt or liability of the Township other than to the limited extent set forth herein. **NEITHER THE FULL FAITH AND CREDIT NOR TAXING POWER OF THE TOWNSHIP IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF THE BOND.**

Section 3. Authorization and Execution of Bond. (a) The Bond shall mature not more than 30 years from the date of its issuance and, in any event, not prior to the termination of the Financial Agreement, and shall be issued in an aggregate principal amount of \$225,000. The Bond shall not bear interest. A certificate evidencing the terms of the sale of the Bond to the purchaser (the “**Purchaser**”) shall be executed by the Chief Financial Officer (the “**Award Certificate**”).

(b) The Mayor, Township Clerk and Chief Financial Officer (each an “**Authorized Officer**”) are each hereby authorized to execute and deliver the Bond on behalf of the Township. The Bond shall be executed by the Mayor, the Chief Financial Officer and the Township Clerk and shall be issued in the form of one physical certificate registered in the name of the Purchaser.

Section 4. Delivery of the Bond. Following execution of the Bond, each Authorized Officer is hereby authorized to deliver the Bond to the Purchaser against receipt of the purchase price or

unpaid balance thereof (the “**Closing**”). At the Closing, the Township shall distribute the net proceeds from the sale and issuance of the Bond to the Redeveloper in order to pay costs associated with the Project.

Section 5. Conditions Precedent to Issuance of the Bonds. The obligations of the Township and the Purchaser to consummate the transactions contemplated hereby are subject to (i) the execution and delivery of the Bond, the Financial Agreement, the Redevelopment Agreement and any instruments executed in connection herewith or therewith, and all amendments and modifications thereto, which shall be in full force and effect on and as of the date of issuance of the Bond and shall be in form and substance satisfactory to the Township and the Purchaser and no default or event of default (however denominated) shall exist under any such documents and (ii) such financing statements, legal opinions, certificates and other documents as the Purchaser and bond counsel to the Township may reasonably deem necessary to evidence compliance by the Township and the Purchaser with the Bond, Financial Agreement and Redevelopment Agreement.

Section 6. Transfer of Bond. The Bond may only be transferred to (a) an affiliate of the Purchaser, (b) a trust or custodial arrangement established by the Purchaser or one of its affiliates, the owners of the beneficial interests in which are limited to qualified institutional buyers, as defined in Rule 144A promulgated under the Securities Act of 1933, as amended, or (c) to a Person that is a qualified institutional buyer and a commercial bank having capital and surplus of \$5,000,000,000 or more; each of which has executed and delivered to the Township an Investor Letter in the form of Exhibit B attached hereto.

Section 7. Limitations of Liability of Township. The Township shall not incur any responsibility with respect to the Bond other than in connection with the duties or obligations explicitly set forth herein, in the Bond and in the Financial Agreement. No provision of this Resolution, the Bond, the Financial Agreement or any agreement, document, instrument or certificate executed, delivered or approved in connection with the issuance, sale, delivery or administration of the Bond shall require the Township to expend or risk its own general funds, the obligations and liabilities of the Township hereunder being payable solely from the Annual Service Charge.

In the event of any default by the Township hereunder, the liability of the Township to any person who shall be the registered owner of the Bond (the “**Bondholder**”) shall be enforceable only against the Annual Service Charge that may be made available for such purposes under the RAB Law, and there shall be no other recourse for damages by the Bondholder against the Township, its officers, members, agents and employees, or any of the property now or hereafter owned by it or them.

Section 8. Certain Actions of the Township. The Township covenants to take such action as the Bondholder shall reasonably request, in order that the Bondholder may realize the benefits of the right to receive the Annual Service Charge; such actions may include, but shall not be limited to, conducting an *in rem* tax foreclosure action in accordance with the provisions of *N.J.S.A. 54:5-1 et seq.*

Upon the happening and continuance of any Default as defined in the Financial Agreement, upon receipt of the written request of the Bondholder, the Township shall proceed to protect and enforce its rights and the rights of the Bondholder under the laws of the State of New Jersey and the terms of the Financial Agreement, by such suits, actions or special proceedings in equity or at law, including, without limitation, directing the Township to commence an *in rem* tax foreclosure pursuant to the Financial Agreement or mandamus, or by proceedings in the office of any board or office having jurisdiction, either for the specific performance of any covenant, condition or agreement contained in the Bond or the Financial Agreement or for the enforcement of any proper legal or equitable remedy. Only the Township can undertake the sale of tax sale certificates, and in the same manner, and at the same time, as generally applicable for unpaid taxes due and owing to the Township, subject to all applicable laws (including bankruptcy laws) necessary to realize the collection of the pledged Annual Service Charge remaining unpaid in accordance with the Financial Agreement.

If the Bondholder shall have proceeded to enforce the rights of the Bondholder under the Bond and the Financial Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Bondholder, then the Bondholder shall be restored to

its position and rights hereunder, and all rights, remedies and powers of the Bondholder shall continue as though no such proceedings had taken place.

Section 9. Incidental Action. Each Authorized Officer is hereby authorized to execute and deliver such other papers, instruments, certificates, opinions, affidavits and documents, and to take such other action as may be necessary or appropriate in order to carry out the purpose of this Resolution, including effectuating the execution and delivery of any closing certificates required in connection with the issuance of the Bond, and the issuance and sale of the Bond, all in accordance with the foregoing sections hereof.

Section 10. Independent Determination by Purchaser. The Bond authorized herein is being issued to the Purchaser with the understanding that it is being held for the Purchaser's own account and that the Purchaser has made its own independent investigation and judgment about the credit and security for the payment of such Bond. Any sale or assignment by the Purchaser of such Bond shall be on the same terms and conditions as set forth herein. The Township will act as the paying agent for the Bond. Pursuant to the terms of the Financial Agreement, the Township will collect the Annual Service Charge in quarterly installments on February 1, May 1, August 1 and November 1 and, on each date and upon receipt of each such quarterly installment, will deposit one-fourth of the principal amount of the Bond due on the next succeeding principal payment date into a separate trust account for the benefit of the Purchaser or subsequent Bondholder, as the case may be. The Township shall make payment to the Purchaser, or subsequent Bondholder, as the case may be, of the principal amount of the Bond due, out of the Annual Service Charge. In the event of a Default (as defined in the Financial Agreement) resulting from the failure of the Entity to pay the Annual Service Charge payment then due and owing, the Township will determine the amount of the Annual Service Charge shortfall and shall deposit a pro rata amount of the quarterly Annual Service Charge into the trust account for the benefit of the Purchaser, or subsequent Bondholder, as the case may be; subject to payment of the County Share (as such term is defined in the Financial Agreement).

Section 11. Construction. If any one of more of the provisions of this Resolution or the Bond issued hereunder shall for any reason be held illegal or invalid, such illegality or invalidity shall not affect any other provision of this Resolution, and the Bond shall be construed and enforced as if such illegal or invalid provision had not been contained therein.

Section 12. Effective Date. This Resolution shall take effect immediately upon adoption.

REPORTS:

The following reports were filed:

Tax Collector reported receipts for January in the amount of \$282,514.29.

Mid-Salem County Court submitted a check in the amount of \$2,814.96 for fines received in January.

Registrar's receipts for January totaled \$1,751.00.

Thirty-eight (38) dog licenses were issued in January with receipts totaling \$705.00.

Finance reported receipts of \$304,116.28 for the month of January.

There being no further business to transact, the Mayor adjourned the meeting by regular motion at approximately 8:37 PM.

Respectfully Submitted,

Esther A. Mitchell, Clerk

February 10, 2020 NO QUORUM
February 24, 2020 NO QUORUM
March 2, 2020 NO QUORUM