

Townhall
June 3, 2021

The Mannington Township Committee meeting was called to order by Mayor Asay at 7:00 PM. The following were in attendance: Asay, Patrick, Emel, Horner, Mitchell, Bowman, Patti Davis, Bethanne Patrick, Fred Caltabiano, Township Auditor, Fire Company representative, Tim Butcher and William Fox.

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. Beginning with computer check number 16800, ending with computer check number 16837. Beginning payroll check number 6953, ending with payroll check number 6988. Roll call vote as follows:

Asay - yes
Patrick - yes
Emel - yes

Tang Friendly Property Escrow

6/3/2021 ck#102 \$ 721.50 Adams & Collins LLC

CFO submitted a Summary Budget Status Report as of June 3, 2021 for the 2021 Temporary Budget Accounts, along with a Summary Budget Status Report for balances in the 2020 Budget as of June 3, 2021. Also submitted was a Report of Reconciled Cash Balances for the month ending April 30, 2021.

Motion was made by Patrick, seconded by Emel, approving the minutes for the meetings held on 5/6/2021. Motion carried.

ZONING REPORT:

A written report was submitted by Carmer for the month of May 2021. As Carmer was not present, Mayor Asay reviewed the report with the Committee.

OLD BUSINESS:

Motion was made by Patrick, seconded by Emel, opening the Public Hearing on Ordinance No. 21-03 regarding Cannabis opt out. Solicitor Horner summarized the purpose of the ordinance for the public. There being no comments, motion was made by Patrick, seconded by Emel, closing the Public Hearing. Motion carried.

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

Asay - yes
Patrick - yes
Emel - yes

**MANNINGTON TOWNSHIP
ORDINANCE NO. 21-03**

AN ORDINANCE AMENDING THE MANNINGTON TOWNSHIP CODE TO PROHIBIT ALL CLASSES AND TYPES OF CANNABIS-RELATED, MEDICAL CANNABIS-RELATED, AND OTHER MARIJUANA-RELATED LAND USES WITHIN MANNINGTON TOWNSHIP

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

**MANNINGTON TOWNSHIP
RESOLUTION TO READ BUDGET BY TITLE ONLY**

WHEREAS, *N.J.S. 40A:4-8, as amended by L.2015, c. 95, § 14, 2015*, provides that the budget may be read by title only at the time of the public hearing if a resolution is passed by not less than a majority of the full governing body, providing that at least one week prior to the date of hearing, a complete copy of the budget has been made available for public inspection, and has been made available to each person upon request; and

WHEREAS, these two conditions have been met;

NOW, THEREFORE, BE IT RESOLVED, that the budget shall be read by title only.

Motion was made by Emel, seconded by Patrick, opening the Public Hearing on the 2021 Municipal Budget. Motion carried.

Fred Caltabiano, Township Auditor, stated the 2021 Budget was to be reviewed by the State rather than self-review this year. They had two comments requiring grant award letters, both of which were submitted with the introduced Budget, but Fred resubmitted them to the

State. He will also be making an adjustment on the audit after approval to adopt the budget.

There being no other public comments given during the hearing, motion was made by Patrick, seconded by Emel, closing the public hearing on the 2021 Municipal Budget. Motion carried.

Motion was made by Emel, seconded by Patrick, adopting the 2021 Municipal Budget (Resolution on page 41 & 42 of the attached budget document. Roll call vote as follows:

Asay - yes
Patrick - yes
Emel - yes

NEW BUSINESS:

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

Asay - yes
Patrick - yes
Emel - yes

**MANNINGTON TOWNSHIP
RESOLUTION REQUESTING APPROVAL OF ITEMS
OF REVENUE AND APPROPRIATION NJSA 40A:4-87**

WHEREAS, NJSA 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any county or municipality when such item shall have been made available by law and the amount was not determined at the time of the adoption of the budget; and

WHEREAS, the Director may approve the insertion of an item of appropriation for equal amount,

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of Mannington Township in the County of Salem, State of New Jersey, hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the budget of the year 2021 in the sum of \$9,182.85 which is now available from the State of New Jersey, Clean Communities Grant in the amount of \$9,182.85 and

BE IT FURTHER RESOLVED, that the like sum of \$9,182.85 hereby appropriated under the caption Clean Communities Grant, and

BE IT FURTHER RESOLVED that the above is the result of funds from the State of New Jersey, Clean Communities Grant in the amount of \$9,182.85.

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 A REFUND OF OVERPAYMENT OF SECOND QUARTER TAX
FOR A TOTAL DISABLED VETERAN
Block 7, Lot 5 (Johanson, Joseph R.)

WHEREAS, THE TAX ASSESSOR OF MANNINGTON TOWNSHIP, Salem County, has certified that the above-referenced taxpayer has been approved for tax exempt status applied for March 29, 2021; and

WHEREAS, THE TAX COLLECTOR OF MANNINGTON TOWNSHIP has certified to the Mayor and Council that CoreLogic, the owner's servicing agent, paid the second quarter 2021 taxes of \$1,163.77, and that the books of said Tax Collector be adjusted to reflect the overpayment; and

WHEREAS, THE TREASURER OF MANNINGTON TOWNSHIP shall make said refund from the Current Account;

NOW, THEREFORE, BE IT RESOLVED, that the appropriate officials of Mannington Township, County of Salem, State of New Jersey authorize the refund of the second quarter tax payment to CoreLogic in the amount of \$1,163.77, and the books of said Tax Collector be adjusted to reflect the refund as noted above.

CFO Bowman reviewed with the Committee three (3) quotes for payroll services. Each of the following quotes are based on 24 pay periods and filing of quarterly taxes:

CASA Payroll Services: \$2,661.00
CM Williams & Associates: \$4,110.00
PAYCHEX: \$3,614.13

Bowman recommended CASA Payroll Services, as she is familiar with them in the other municipalities she works in and stated the Caltabiano recommended CASA as well.

Motion was made by Patrick, seconded by Emel, to hire CASA Payroll Services. Roll call vote as follows:

Asay - yes
Patrick - yes
Emel - yes

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
APPOINTING TOWNSHIP TREASURER/PURCHASING AGENT**

BE IT RESOLVED, by the Township Committee of the Township of Mannington that it hereby appoints Diane L. Bowman to serve in the capacity of Township Treasurer for an unexpired one-year term beginning July 1, 2021 through December 31, 2021.

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

Asay - yes
Patrick - yes
Emel - yes

ORDINANCE NO. 21-04

**AN ORDINANCE AMENDING AND SUPPLEMENTING AN ORDINANCE ENTITLED
"AN ORDINANCE FIXING AND CONFIRMING THE SALARIES AND
COMPENSATIONS OF CERTAIN APPOINTIVE AND ELECTIVE OFFICERS
AND EMPLOYEES OF THE TOWNSHIP OF MANNINGTON IN THE COUNTY
OF SALEM, NEW JERSEY BEGINNING JANUARY 1, 1968", ADOPTED FEBRUARY 22,
1968
AND THE AMENDMENTS AND SUPPLEMENTS TO SAID ORDINANCE**

A public hearing was scheduled for June 28, 2021 at 5:30 pm.

Motion was made by Emel, seconded by Patrick, adopting the following-named ordinance on first reading. Motion carried.

**MANNINGTON TOWNSHIP
ORDINANCE NO. 21-05**

**AN ORDINANCE AMENDING
MANNINGTON TOWNSHIP CODE CHAPTER 135 "VEHICLES AND TRAFFIC"
TO CORRECT THREE REFERENCES TO FORMER "NIMROD ROAD" WHICH HAS
BEEN RENAMED AS "SEABROOK ROAD**

A public hearing was scheduled for June 28, 2021 at 5:30 pm.

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

Asay - yes
Patrick - yes
Emel - yes

**TOWNSHIP OF MANNINGTON
RESOLUTION OF AUTHORIZATION AND INVITATION TO BID
FOR SALE OF MUNICIPAL LANDS PURSUANT TO N.J.S.A. 40A:12-13.(a)**

BE IT RESOLVED by the Township Committee of the Township of Mannington (the "Township"), in the County of Salem and State of New Jersey, pursuant to N.J.S.A. 40A:12-13.(a), as follows:

1. The following described parcels of real property (collectively referred to as "the parcels"), which are not needed for public use, shall be offered for open public sale at auction on **August 9, 2021, at 5:30 p.m.**,

at the Mannington Township Hall, 491 Route 45, Mannington, New Jersey 08079, at which time bids will be received for the parcels:

- a. **Parcel I – Block 8, Lot 28 (located along Mannington-Yorketown Road)**
 - b. **Parcel II – Block 8, Lot 49 (located near Fenwick Road)**
 - c. **Parcel III – Block 11, Lot 4 (located near Pierson Road)**
 - d. **Parcel IV – Block 26, Lot 8 (located along Haines Neck Road)**
 - e. **Parcel V – Block 26, Lot 10 (located along Haines Neck Road)**
 - f. **Parcel VI – Block 26, Lot 17 (located along Hawks Bridge Road)**
 - g. **Parcel VII – Block 37, Lot 11 (located near Harris Road)**
 - h. **Parcel VIII – Block 51, Lot 15 (located along N.J.S.H Route 45)**
 - i. **Parcel IX – Block 53, Lot 49 (located along Quaker Neck Road)**
2. The Township Committee hereby imposes the following conditions of sale, and restrictions upon the use to be made, of **Parcel I (Block 8, Lot 28)**:
- a. **Parcel I** does not conform to applicable Mannington Township zoning requirements. The Township Committee is therefore selling **Parcel I** subject to the condition that it will be combined with adjoining lands (as defined herein) in a manner that will eliminate **Parcel I** as a separate lot and result in an enlarged new parcel that conforms, to a greater extent, with applicable zoning requirements. Accordingly, the Township Committee will accept the bid of the highest bidder for **Parcel I** who demonstrates, at the time of bidding, the willingness and ability to combine **Parcel I** with adjoining lands designated as **Tax Map Block 8, Lot 30 and/or Block 8, Lot 40** (“adjoining lands”), in a manner that will accomplish the aforesaid purposes. No bid will be accepted from any bidder who cannot demonstrate, at the time of bidding, the bidder’s willingness and ability to combine **Parcel I** with adjoining lands at closing.
 - b. In order to meet the above requirement, each bidder will be required to provide proof of: (i) the bidder’s ownership of adjoining lands in the form of a deed or other instrument of record confirming such ownership; or (ii) the bidder’s right to acquire adjoining lands by written option, agreement, or other instrument confirming that such acquisition will occur at or before the bidder’s purchase of **Parcel I**. The Township Committee will not accept the bid of any bidder for **Parcel I** who does not provide either of the aforesaid proofs at the time of bidding. All bids for **Parcel I** that are submitted by bidders who do not provide either of the aforesaid proofs at the time of bidding, regardless of the dollar amounts of the bids, will be rejected. The Township Committee reserves the right to postpone bidding if the Township Committee, in its sole discretion, deems it necessary or appropriate to conduct further investigation into, or require additional proofs as to, the qualifications of any bidder pursuant to the aforesaid requirements.
 - c. The successful bidder must, immediately following the Township Committee’s acceptance of the bid, pay the deposit required pursuant to **Section 14**, below, and sign a contract for purchase of **Parcel I**. The contract form is on file in the office of the Mannington Township Clerk at the address set forth in **Section 1**, above, and may be reviewed there by interested persons during the Township’s regular business hours. The contract shall incorporate this Resolution by reference, and shall be subject to this **Section 2** and **Sections 12 through 24**, below.
 - d. The successful bidder must, at the time of purchase and conveyance of **Parcel I**, provide satisfactory proof, in the opinion of the Township Committee or its designee, of the successful bidder’s ownership of adjoining lands; pay the balance of the purchase price; execute such deed or

- deeds as may be prepared by the Mannington Township Solicitor to combine **Parcel I** with adjoining lands as a single enlarged lot to be depicted and designated as such on the Mannington Township Tax Map; and satisfy all other conditions of sale per the **Parcel I** purchase contract.
- e. The deed conveying ownership of **Parcel I** to the successful bidder will include a restriction against the use, development, or sale of **Parcel I** as a separate parcel or lot unless later permitted by subdivision approval and applicable zoning requirements and/or development approvals.
3. The Township Committee hereby imposes the following conditions of sale, and restrictions upon the use to be made, of **Parcel II (Block 8, Lot 49)**:
- a. **Parcel II** does not conform to applicable Mannington Township zoning requirements. The Township Committee is therefore selling **Parcel II** subject to the condition that it will be combined with adjoining lands (as defined herein) in a manner that will eliminate **Parcel II** as a separate lot and result in an enlarged new parcel that conforms, to a greater extent, with applicable zoning requirements. Accordingly, the Township Committee will accept the bid of the highest bidder for **Parcel II** who demonstrates, at the time of bidding, the willingness and ability to combine **Parcel II** with adjoining lands designated as **Tax Map Block 8, Lot 6** (“adjoining lands”), in a manner that will accomplish the aforesaid purposes. No bid will be accepted from any bidder who cannot demonstrate, at the time of bidding, the bidder’s willingness and ability to combine **Parcel II** with adjoining lands at closing.
- b. In order to meet the above requirement, each bidder will be required to provide proof of: (i) the bidder’s ownership of adjoining lands in the form of a deed or other instrument of record confirming such ownership; or (ii) the bidder’s right to acquire adjoining lands by written option, agreement, or other instrument confirming that such acquisition will occur at or before the bidder’s purchase of **Parcel II**. The Township Committee will not accept the bid of any bidder for **Parcel II** who does not provide either of the aforesaid proofs at the time of bidding. All bids for **Parcel II** that are submitted by bidders who do not provide either of the aforesaid proofs at the time of bidding, regardless of the dollar amounts of the bids, will be rejected. The Township Committee reserves the right to postpone bidding if the Township Committee, in its sole discretion, deems it necessary or appropriate to conduct further investigation into, or require additional proofs as to, the qualifications of any bidder pursuant to the aforesaid requirements.
- c. The successful bidder must, immediately following the Township Committee’s acceptance of the bid, pay the deposit required pursuant to **Section 14**, below, and sign a contract for purchase of **Parcel II**. The contract form is on file in the office of the Mannington Township Clerk at the address set forth in **Section 1**, above, and may be reviewed there by interested persons during the Township’s regular business hours. The contract shall incorporate this Resolution by reference, and shall be subject to this **Section 3** and **Sections 12 through 24**, below.
- d. The successful bidder must, at the time of purchase and conveyance of **Parcel II**, provide satisfactory proof, in the opinion of the Township Committee or its designee, of the successful bidder’s ownership of adjoining lands; pay the balance of the purchase price; execute such deed or deeds as may be prepared by the Mannington Township Solicitor to combine **Parcel II** with adjoining lands as a single enlarged lot to be depicted and designated as such on the Mannington Township Tax Map; and satisfy all other conditions of sale per the **Parcel II** purchase contract.

- e. The deed conveying ownership of **Parcel II** to the successful bidder will include a restriction against the use, development, or sale of **Parcel II** as a separate parcel or lot unless later permitted by subdivision approval and applicable zoning requirements and/or development approvals.
4. The Township Committee hereby imposes the following conditions of sale, and restrictions upon the use to be made, of **Parcel III (Block 11, Lot 4)**:
 - a. **Parcel III** does not conform to applicable Mannington Township zoning requirements. The Township Committee is therefore selling **Parcel III** subject to the condition that it will be combined with adjoining lands (as defined herein) in a manner that will eliminate **Parcel III** as a separate lot and result in an enlarged new parcel that conforms, to a greater extent, with applicable zoning requirements. Accordingly, the Township Committee will accept the bid of the highest bidder for **Parcel III** who demonstrates, at the time of bidding, the willingness and ability to combine **Parcel III** with adjoining lands designated as **Tax Map Block 11, Lot 2** (“adjoining lands”), in a manner that will accomplish the aforesaid purposes. No bid will be accepted from any bidder who cannot demonstrate, at the time of bidding, the bidder’s willingness and ability to combine **Parcel III** with adjoining lands at closing.
 - b. In order to meet the above requirement, each bidder will be required to provide proof of: (i) the bidder’s ownership of adjoining lands in the form of a deed or other instrument of record confirming such ownership; or (ii) the bidder’s right to acquire adjoining lands by written option, agreement, or other instrument confirming that such acquisition will occur at or before the bidder’s purchase of **Parcel III**. The Township Committee will not accept the bid of any bidder for **Parcel III** who does not provide either of the aforesaid proofs at the time of bidding. All bids for **Parcel III** that are submitted by bidders who do not provide either of the aforesaid proofs at the time of bidding, regardless of the dollar amounts of the bids, will be rejected. The Township Committee reserves the right to postpone bidding if the Township Committee, in its sole discretion, deems it necessary or appropriate to conduct further investigation into, or require additional proofs as to, the qualifications of any bidder pursuant to the aforesaid requirements.
 - c. The successful bidder must, immediately following the Township Committee’s acceptance of the bid, pay the deposit required pursuant to **Section 14**, below, and sign a contract for purchase of **Parcel III**. The contract form is on file in the office of the Mannington Township Clerk at the address set forth in **Section 1**, above, and may be reviewed there by interested persons during the Township’s regular business hours. The contract shall incorporate this Resolution by reference, and shall be subject to this **Section 4** and **Sections 12 through 24**, below.
 - d. The successful bidder must, at the time of purchase and conveyance of **Parcel III**, provide satisfactory proof, in the opinion of the Township Committee or its designee, of the successful bidder’s ownership of adjoining lands; pay the balance of the purchase price; execute such deed or deeds as may be prepared by the Mannington Township Solicitor to combine **Parcel III** with adjoining lands as a single enlarged lot to be depicted and designated as such on the Mannington Township Tax Map; and satisfy all other conditions of sale per the **Parcel III** purchase contract.
 - e. The deed conveying ownership of **Parcel III** to the successful bidder will include a restriction against the use, development, or sale of **Parcel III** as a separate parcel or lot unless later permitted by subdivision approval and applicable zoning requirements and/or development approvals.
5. The Township Committee hereby imposes the following conditions of sale, and restrictions upon the use to be made, of **Parcel IV (Block 26, Lot 8)**:

- a. **Parcel IV** does not conform to applicable Mannington Township zoning requirements. The Township Committee is therefore selling **Parcel IV** subject to the condition that it will be combined with adjoining lands (as defined herein) in a manner that will eliminate **Parcel IV** as a separate lot and result in an enlarged new parcel that conforms, to a greater extent, with applicable zoning requirements. Accordingly, the Township Committee will accept the bid of the highest bidder for **Parcel IV** who demonstrates, at the time of bidding, the willingness and ability to combine **Parcel IV** with adjoining lands designated as **Tax Map Block 26, Lot 7 and/or Block 26, Lot 9** (“adjoining lands”), in a manner that will accomplish the aforesaid purposes. No bid will be accepted from any bidder who cannot demonstrate, at the time of bidding, the bidder’s willingness and ability to combine **Parcel IV** with adjoining lands at closing.
 - b. In order to meet the above requirement, each bidder will be required to provide proof of: (i) the bidder’s ownership of adjoining lands in the form of a deed or other instrument of record confirming such ownership; or (ii) the bidder’s right to acquire adjoining lands by written option, agreement, or other instrument confirming that such acquisition will occur at or before the bidder’s purchase of **Parcel IV**. The Township Committee will not accept the bid of any bidder for **Parcel IV** who does not provide either of the aforesaid proofs at the time of bidding. All bids for **Parcel IV** that are submitted by bidders who do not provide either of the aforesaid proofs at the time of bidding, regardless of the dollar amounts of the bids, will be rejected. The Township Committee reserves the right to postpone bidding if the Township Committee, in its sole discretion, deems it necessary or appropriate to conduct further investigation into, or require additional proofs as to, the qualifications of any bidder pursuant to the aforesaid requirements.
 - c. The successful bidder must, immediately following the Township Committee’s acceptance of the bid, pay the deposit required pursuant to **Section 14**, below, and sign a contract for purchase of **Parcel IV**. The contract form is on file in the office of the Mannington Township Clerk at the address set forth in **Section 1**, above, and may be reviewed there by interested persons during the Township’s regular business hours. The contract shall incorporate this Resolution by reference, and shall be subject to this **Section 5** and **Sections 12 through 24**, below.
 - d. The successful bidder must, at the time of purchase and conveyance of **Parcel IV**, provide satisfactory proof, in the opinion of the Township Committee or its designee, of the successful bidder’s ownership of adjoining lands; pay the balance of the purchase price; execute such deed or deeds as may be prepared by the Mannington Township Solicitor to combine **Parcel IV** with adjoining lands as a single enlarged lot to be depicted and designated as such on the Mannington Township Tax Map; and satisfy all other conditions of sale per the **Parcel IV** purchase contract.
 - e. The deed conveying ownership of **Parcel IV** to the successful bidder will include a restriction against the use, development, or sale of **Parcel IV** as a separate parcel or lot unless later permitted by subdivision approval and applicable zoning requirements and/or development approvals.
6. The Township Committee hereby imposes the following conditions of sale, and restrictions upon the use to be made, of **Parcel V (Block 26, Lot 10)**:
- a. **Parcel V** does not conform to applicable Mannington Township zoning requirements. The Township Committee is therefore selling **Parcel V** subject to the condition that it will be combined with adjoining lands (as defined herein) in a manner that will eliminate **Parcel V** as a separate lot and result in an enlarged new parcel that conforms, to a greater extent, with applicable zoning requirements. Accordingly, the Township Committee will accept the bid of the highest bidder for

- Parcel V** who demonstrates, at the time of bidding, the willingness and ability to combine **Parcel V** with adjoining lands designated as **Tax Map Block 26, Lot 9 and/or Block 26, Lot 11** (“adjoining lands”), in a manner that will accomplish the aforesaid purposes. No bid will be accepted from any bidder who cannot demonstrate, at the time of bidding, the bidder’s willingness and ability to combine **Parcel V** with adjoining lands at closing.
- b. In order to meet the above requirement, each bidder will be required to provide proof of: (i) the bidder’s ownership of adjoining lands in the form of a deed or other instrument of record confirming such ownership; or (ii) the bidder’s right to acquire adjoining lands by written option, agreement, or other instrument confirming that such acquisition will occur at or before the bidder’s purchase of **Parcel V**. The Township Committee will not accept the bid of any bidder for **Parcel V** who does not provide either of the aforesaid proofs at the time of bidding. All bids for **Parcel V** that are submitted by bidders who do not provide either of the aforesaid proofs at the time of bidding, regardless of the dollar amounts of the bids, will be rejected. The Township Committee reserves the right to postpone bidding if the Township Committee, in its sole discretion, deems it necessary or appropriate to conduct further investigation into, or require additional proofs as to, the qualifications of any bidder pursuant to the aforesaid requirements.
 - c. The successful bidder must, immediately following the Township Committee’s acceptance of the bid, pay the deposit required pursuant to **Section 14**, below, and sign a contract for purchase of **Parcel V**. The contract form is on file in the office of the Mannington Township Clerk at the address set forth in **Section 1**, above, and may be reviewed there by interested persons during the Township’s regular business hours. The contract shall incorporate this Resolution by reference, and shall be subject to this **Section 6** and **Sections 12 through 24**, below.
 - d. The successful bidder must, at the time of purchase and conveyance of **Parcel V**, provide satisfactory proof, in the opinion of the Township Committee or its designee, of the successful bidder’s ownership of adjoining lands; pay the balance of the purchase price; execute such deed or deeds as may be prepared by the Mannington Township Solicitor to combine **Parcel V** with adjoining lands as a single enlarged lot to be depicted and designated as such on the Mannington Township Tax Map; and satisfy all other conditions of sale per the **Parcel V** purchase contract.
 - e. The deed conveying ownership of **Parcel V** to the successful bidder will include a restriction against the use, development, or sale of **Parcel V** as a separate parcel or lot unless later permitted by subdivision approval and applicable zoning requirements and/or development approvals.
7. The Township Committee hereby imposes the following conditions of sale, and restrictions upon the use to be made, of **Parcel VI (Block 26, Lot 17)**:
- a. **Parcel VI** does not conform to applicable Mannington Township zoning requirements. The Township Committee is therefore selling **Parcel VI** subject to the condition that it will be combined with adjoining lands (as defined herein) in a manner that will eliminate **Parcel VI** as a separate lot and result in an enlarged new parcel that conforms, to a greater extent, with applicable zoning requirements. Accordingly, the Township Committee will accept the bid of the highest bidder for **Parcel VI** who demonstrates, at the time of bidding, the willingness and ability to combine **Parcel VI** with adjoining lands designated as **Tax Map Block 26, Lot 14; Block 26, Lot 15; Block 26, Lot 18; and/or Block 26, Lot 19** (“adjoining lands”), in a manner that will accomplish the aforesaid purposes. No bid will be accepted from any bidder who cannot

- demonstrate, at the time of bidding, the bidder's willingness and ability to combine **Parcel VI** with adjoining lands at closing.
- b. In order to meet the above requirement, each bidder will be required to provide proof of: (i) the bidder's ownership of adjoining lands in the form of a deed or other instrument of record confirming such ownership; or (ii) the bidder's right to acquire adjoining lands by written option, agreement, or other instrument confirming that such acquisition will occur at or before the bidder's purchase of **Parcel VI**. The Township Committee will not accept the bid of any bidder for **Parcel VI** who does not provide either of the aforesaid proofs at the time of bidding. All bids for **Parcel VI** that are submitted by bidders who do not provide either of the aforesaid proofs at the time of bidding, regardless of the dollar amounts of the bids, will be rejected. The Township Committee reserves the right to postpone bidding if the Township Committee, in its sole discretion, deems it necessary or appropriate to conduct further investigation into, or require additional proofs as to, the qualifications of any bidder pursuant to the aforesaid requirements.
 - c. The successful bidder must, immediately following the Township Committee's acceptance of the bid, pay the deposit required pursuant to **Section 14**, below, and sign a contract for purchase of **Parcel VI**. The contract form is on file in the office of the Mannington Township Clerk at the address set forth in **Section 1**, above, and may be reviewed there by interested persons during the Township's regular business hours. The contract shall incorporate this Resolution by reference, and shall be subject to this **Section 7** and **Sections 12 through 24**, below.
 - d. The successful bidder must, at the time of purchase and conveyance of **Parcel VI**, provide satisfactory proof, in the opinion of the Township Committee or its designee, of the successful bidder's ownership of adjoining lands; pay the balance of the purchase price; execute such deed or deeds as may be prepared by the Mannington Township Solicitor to combine **Parcel VI** with adjoining lands as a single enlarged lot to be depicted and designated as such on the Mannington Township Tax Map; and satisfy all other conditions of sale per the **Parcel VI** purchase contract.
 - e. The deed conveying ownership of **Parcel VI** to the successful bidder will include a restriction against the use, development, or sale of **Parcel VI** as a separate parcel or lot unless later permitted by subdivision approval and applicable zoning requirements and/or development approvals.
8. The Township Committee hereby imposes the following conditions of sale, and restrictions upon the use to be made, of **Parcel VII (Block 37, Lot 11)**:
- a. **Parcel VII** does not conform to applicable Mannington Township zoning requirements. The Township Committee is therefore selling **Parcel VII** subject to the condition that it will be combined with adjoining lands (as defined herein) in a manner that will eliminate **Parcel VII** as a separate lot and result in an enlarged new parcel that conforms, to a greater extent, with applicable zoning requirements. Accordingly, the Township Committee will accept the bid of the highest bidder for **Parcel VII** who demonstrates, at the time of bidding, the willingness and ability to combine **Parcel VII** with adjoining lands designated as **Tax Map Block 37, Lot 8; Block 37, Lot 10; Block 37, Lot 12; and/or Block 37, Lot 13** ("adjoining lands"), in a manner that will accomplish the aforesaid purposes. No bid will be accepted from any bidder who cannot demonstrate, at the time of bidding, the bidder's willingness and ability to combine **Parcel VII** with adjoining lands at closing.
 - b. In order to meet the above requirement, each bidder will be required to provide proof of: (i) the bidder's ownership of adjoining lands in the form of a deed or other instrument of record

- confirming such ownership; or (ii) the bidder's right to acquire adjoining lands by written option, agreement, or other instrument confirming that such acquisition will occur at or before the bidder's purchase of **Parcel VII**. The Township Committee will not accept the bid of any bidder for **Parcel VII** who does not provide either of the aforesaid proofs at the time of bidding. All bids for **Parcel VII** that are submitted by bidders who do not provide either of the aforesaid proofs at the time of bidding, regardless of the dollar amounts of the bids, will be rejected. The Township Committee reserves the right to postpone bidding if the Township Committee, in its sole discretion, deems it necessary or appropriate to conduct further investigation into, or require additional proofs as to, the qualifications of any bidder pursuant to the aforesaid requirements.
- c. The successful bidder must, immediately following the Township Committee's acceptance of the bid, pay the deposit required pursuant to **Section 14**, below, and sign a contract for purchase of **Parcel VII**. The contract form is on file in the office of the Mannington Township Clerk at the address set forth in **Section 1**, above, and may be reviewed there by interested persons during the Township's regular business hours. The contract shall incorporate this Resolution by reference, and shall be subject to this **Section 8** and **Sections 12 through 24**, below.
 - d. The successful bidder must, at the time of purchase and conveyance of **Parcel VII**, provide satisfactory proof, in the opinion of the Township Committee or its designee, of the successful bidder's ownership of adjoining lands; pay the balance of the purchase price; execute such deed or deeds as may be prepared by the Mannington Township Solicitor to combine **Parcel VII** with adjoining lands as a single enlarged lot to be depicted and designated as such on the Mannington Township Tax Map; and satisfy all other conditions of sale per the **Parcel VII** purchase contract.
 - e. The deed conveying ownership of **Parcel VII** to the successful bidder will include a restriction against the use, development, or sale of **Parcel VII** as a separate parcel or lot unless later permitted by subdivision approval and applicable zoning requirements and/or development approvals.
9. The Township Committee hereby imposes the following conditions of sale, and restrictions upon the use to be made, of **Parcel VIII (Block 51, Lot 15)**:
- a. **Parcel VIII** does not conform to applicable Mannington Township zoning requirements. The Township Committee is therefore selling **Parcel VIII** subject to the condition that it will be combined with adjoining lands (as defined herein) in a manner that will eliminate **Parcel VIII** as a separate lot and result in an enlarged new parcel that conforms, to a greater extent, with applicable zoning requirements. Accordingly, the Township Committee will accept the bid of the highest bidder for **Parcel VIII** who demonstrates, at the time of bidding, the willingness and ability to combine **Parcel VIII** with adjoining lands designated as **Tax Map Block 51, Lot 14 and/or Block 51, Lot 16** ("adjoining lands"), in a manner that will accomplish the aforesaid purposes. No bid will be accepted from any bidder who cannot demonstrate, at the time of bidding, the bidder's willingness and ability to combine **Parcel VIII** with adjoining lands at closing.
 - b. In order to meet the above requirement, each bidder will be required to provide proof of: (i) the bidder's ownership of adjoining lands in the form of a deed or other instrument of record confirming such ownership; or (ii) the bidder's right to acquire adjoining lands by written option, agreement, or other instrument confirming that such acquisition will occur at or before the bidder's purchase of **Parcel VIII**. The Township Committee will not accept the bid of any bidder for **Parcel VIII** who does not provide either of the aforesaid proofs at the time of bidding. All bids for **Parcel VIII** that are submitted by bidders who do not provide either of the aforesaid proofs at the

- time of bidding, regardless of the dollar amounts of the bids, will be rejected. The Township Committee reserves the right to postpone bidding if the Township Committee, in its sole discretion, deems it necessary or appropriate to conduct further investigation into, or require additional proofs as to, the qualifications of any bidder pursuant to the aforesaid requirements.
- c. The successful bidder must, immediately following the Township Committee's acceptance of the bid, pay the deposit required pursuant to **Section 14**, below, and sign a contract for purchase of **Parcel VIII**. The contract form is on file in the office of the Mannington Township Clerk at the address set forth in **Section 1**, above, and may be reviewed there by interested persons during the Township's regular business hours. The contract shall incorporate this Resolution by reference, and shall be subject to this **Section 9** and **Sections 12 through 24**, below.
 - d. The successful bidder must, at the time of purchase and conveyance of **Parcel VIII**, provide satisfactory proof, in the opinion of the Township Committee or its designee, of the successful bidder's ownership of adjoining lands; pay the balance of the purchase price; execute such deed or deeds as may be prepared by the Mannington Township Solicitor to combine **Parcel VIII** with adjoining lands as a single enlarged lot to be depicted and designated as such on the Mannington Township Tax Map; and satisfy all other conditions of sale per the **Parcel VIII** purchase contract.
 - e. The deed conveying ownership of **Parcel VIII** to the successful bidder will include a restriction against the use, development, or sale of **Parcel VIII** as a separate parcel or lot unless later permitted by subdivision approval and applicable zoning requirements and/or development approvals.
10. The Township Committee hereby imposes the following conditions of sale, and restrictions upon the use to be made, of **Parcel IX (Block 53, Lot 49)**:
- a. **Parcel IX** does not conform to applicable Mannington Township zoning requirements. The Township Committee is therefore selling **Parcel IX** subject to the condition that it will be combined with adjoining lands (as defined herein) in a manner that will eliminate **Parcel IX** as a separate lot and result in an enlarged new parcel that conforms, to a greater extent, with applicable zoning requirements. Accordingly, the Township Committee will accept the bid of the highest bidder for **Parcel IX** who demonstrates, at the time of bidding, the willingness and ability to combine **Parcel IX** with adjoining lands designated as **Tax Map Block 53, Lot 47 and/or Block 53, Lot 50** ("adjoining lands"), in a manner that will accomplish the aforesaid purposes. No bid will be accepted from any bidder who cannot demonstrate, at the time of bidding, the bidder's willingness and ability to combine **Parcel IX** with adjoining lands at closing.
 - b. In order to meet the above requirement, each bidder will be required to provide proof of: (i) the bidder's ownership of adjoining lands in the form of a deed or other instrument of record confirming such ownership; or (ii) the bidder's right to acquire adjoining lands by written option, agreement, or other instrument confirming that such acquisition will occur at or before the bidder's purchase of **Parcel IX**. The Township Committee will not accept the bid of any bidder for **Parcel IX** who does not provide either of the aforesaid proofs at the time of bidding. All bids for **Parcel IX** that are submitted by bidders who do not provide either of the aforesaid proofs at the time of bidding, regardless of the dollar amounts of the bids, will be rejected. The Township Committee reserves the right to postpone bidding if the Township Committee, in its sole discretion, deems it necessary or appropriate to conduct further investigation into, or require additional proofs as to, the qualifications of any bidder pursuant to the aforesaid requirements.

- c. The successful bidder must, immediately following the Township Committee's acceptance of the bid, pay the deposit required pursuant to **Section 14**, below, and sign a contract for purchase of **Parcel IX**. The contract form is on file in the office of the Mannington Township Clerk at the address set forth in **Section 1**, above, and may be reviewed there by interested persons during the Township's regular business hours. The contract shall incorporate this Resolution by reference, and shall be subject to this **Section 10** and **Sections 12 through 24**, below.
 - d. The successful bidder must, at the time of purchase and conveyance of **Parcel IX**, provide satisfactory proof, in the opinion of the Township Committee or its designee, of the successful bidder's ownership of adjoining lands; pay the balance of the purchase price; execute such deed or deeds as may be prepared by the Mannington Township Solicitor to combine **Parcel IX** with adjoining lands as a single enlarged lot to be depicted and designated as such on the Mannington Township Tax Map; and satisfy all other conditions of sale per the **Parcel IX** purchase contract.
 - e. The deed conveying ownership of **Parcel IX** to the successful bidder will include a restriction against the use, development, or sale of **Parcel IX** as a separate parcel or lot unless later permitted by subdivision approval and applicable zoning requirements and/or development approvals.
11. The Township Committee has determined that the parcels are not needed for public use.
 12. Any person bidding upon the parcels shall, by act of bidding, accept the terms and conditions of sale as set forth in this Resolution authorizing the auction sale, all public advertisements and notices of the auction sale, any conditions made known at the time of auction, and all conditions contained in the contract to be signed by the successful bidder.
 13. The Township Committee reserves the right to withdraw from sale any of the parcels for any reason whatsoever prior to the time the parcel is struck off to the successful bidder. Upon the completion of the bidding the highest bid may be accepted or all bids may be rejected.
 14. The successful bidder at the time of acceptance of the bid shall deposit ten (10%) percent of the full purchase price as a down payment and shall sign the contract for purchase of the parcel. Bids and contracts shall not be assignable. In the event a successful bidder fails to make settlement as required herein and pursuant to the terms of the contract, or otherwise defaults under the terms of the contract, the down payment shall be forfeited as liquidated damages and not as a penalty upon written notice by the Township to the successful bidder, in which event the Township shall be entitled to rescind its acceptance of the successful bid and terminate any and all rights of the bidder with respect to the contract and the parcel.
 15. Settlement shall be held within ninety (90) days after the auction, at which time the balance of the purchase price shall be paid in cash by the successful bidder. The Township shall pay for preparation of the deed, but the successful bidder shall be responsible for all other costs of sale including, but not limited to title company charges, title insurance search fees and premiums, appraisal fees, survey fees, and recording fees. The Township is not obligated to incur these expenses or provide these services. The closing will be held at Salem Oak Title Agency, Inc., 2 Chestnut Street, Salem, New Jersey 08079, or such other Salem County title insurance agency as may be designated by the Township. If the successful bidder elects to purchase title insurance, such title insurance shall be purchased from Salem Oak Title Agency, Inc., 2 Chestnut Street, Salem, New Jersey 08079, or such other Salem County title insurance agency as may be designated by the Township.
 16. The Township makes no representations or warranties as to quality of title of any of the parcels. Responsibility for determining good and marketable title rests solely with the bidders. The parcels shall

be sold subject to all existing federal, state, county and municipal laws and regulations, including, but not limited to those relating to zoning, planning, land use and development, environmental issues, and public health. If, for any reason, marketable title cannot be delivered at settlement the Township reserves the right to extend the date of settlement by 60 days to cure the defect. If the defect cannot be cured within the 60-day extension, or as otherwise extended by agreement of the parties, either party may cancel the contract by written notice to the other, whereupon the Township shall return the down payment to the successful bidder. In such event, after the down payment has been returned, the parties will have no further obligation to each other with respect to the contract or the parcel. In the event that the Township is unable to deliver marketable title for any parcel at settlement, the purchaser shall not have the right to sue for damages or specific performance, but shall be entitled to a return of the down payment, or, the purchaser may, at his option, accept such title as the municipality may be able to convey. No objection to marketability of the title shall be made after the date fixed for settlement.

17. The Township makes no representations or warranties as to the condition of the parcels. All parcels are sold in an "AS IS" condition. The Township has performed no inspections to verify the condition and makes no representations regarding the same. The parcels shall be subject to all restrictions, easements, encumbrances, rights of way, zoning ordinances, exceptions, liens, if any and whether any or all are known or unknown and whether or not of record. All lots are conveyed subject such facts as an accurate survey would reveal and any present or future assessments for the construction of improvements benefiting the parcel.
18. The Township makes no representations and gives no warranties as to the environmental condition of the parcels. To the extent that the parcels have ever been used for industrial purposes or to the extent that a hazardous substance as defined under any environmental law defined hereafter has been released on the parcels, the Township and purchaser acknowledge that the sale of the parcels may be subject to compliance with the Brownsfield and Contamination Site Remediation Act, *N.J.S.A. 58:10B-1, et seq.*, the regulations promulgated thereunder, any amending or successor regulations and other Environmental laws as defined herein. Environmental laws means federal, state and local laws and regulations, common law, orders and permits governing and protecting the environment, including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42, *U.S.C. 9601, et seq.*, as amended CERCLA, the Resource Conservation and Recovery Act, as amended, 42 *U.S.C. 1251, et seq.*, the Clean Air Act, The Toxic Substance Control Act, the Spill Comprehensive and Control Act, *N.J.S.A. 13:1-1, et seq.*, and any amendments thereto together with any other similar laws regulating the environment existing at the time of coming into existence in the future. By bidding on the parcels each purchaser acknowledges and agrees to take title subject to all environmental conditions existing at the parcels, and to indemnify, defend and hold the Township harmless from all liability for any claims relating to any contamination or violations of any environmental laws regardless of whether the conditions existed prior to or following closing. The bidders' acknowledgements and agreements as contained in this Section shall survive closing and shall not merge with the deed.
19. The parcels shall be sold 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.
20. The parcels shall be sold subject to any drainage rights at or near the parcels which the Township of Mannington now exercises.

21. The parcels shall be sold subject to such conditions as an accurate survey may reveal, and shall be sold subject to claims of the State of New Jersey for any lands now or formerly overflowed by the tides.
22. The Township shall deliver a bargain and sale deed for each parcel. Each deed shall contain the following restrictive covenants, and other warrants and covenants having the following effect:
 - j. "Grantee as a part of the consideration of this conveyance hereby covenants for himself, his heirs and assigns that said land herein conveyed by Mannington Township to the Grantee, said land being [insert reference to tract description, tax map reference, and/or other identifying information], shall not be sold or otherwise transferred as a separate lot unless so permitted by subdivision approval, nor may said land be used or developed in any manner as a separate lot unless so permitted by subdivision and applicable zoning requirements and/or development approvals. 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 or who may enforce said covenants by court proceedings for injunction relief, damages, and/or enforcement of zoning violations. Violations of said covenants shall not result in reverter of title."
23. All lots will be sold minus any land within twenty-five (25) feet of the center line of any adjacent road or roads, which land shall be retained by the Township for public road and drainage purposes.
24. The Township of Mannington does not guarantee the construction of streets or roads or the installation of other municipal facilities at or to the location of the parcels.
25. The auction sale authorized by this Resolution shall be advertised in accordance with the provisions of *N.J.S.A. 40A:12-13(a)*, which advertisement shall include the conditions and restrictions set forth above. Accordingly, the Mannington Township Clerk is hereby directed to cause two publications of an advertisement of the sale, in a form prepared or approved by the Mannington Township Solicitor, in the *South Jersey Times* newspaper on **July 26, 2021** and **August 2, 2021**, such publication dates being at least once per week for two consecutive weeks, with the last publication date being not earlier than seven days prior to the sale.
26. baThe Mannington Township Clerk is hereby directed to mail a copy of this resolution, via certified mail, return receipt requested, to each of the owners of the adjoining lands specified herein at their addresses as indicated in the current Mannington Township tax duplicates for the adjoining lands.

Patrick asked if there was a fine in place for overweight trucks on certain roads within the township. Horner looked it up while Patrick explained that some of the Salem County Sheriff's officers may be interested in patrolling the local roads that are having the problem of overweight trucks after the new signs are installed. Horner then said the fine was not to exceed \$2,000 and may include imprisonment and/or community service.

CORRESPONDENCE: 1. SADC Announcement of FY 2022 Appropriations.

Mayor Asay explained they have added to their guidelines for

municipalities accepting the Planning Incentive Grants and one of the stipulations is the local Agriculture Development Board is required to hold two meetings annually. 2. A Right-of-Way inquiry for farmland preservation regarding Block 39, Lot 19, was received from the SADC. Motion was made by Patrick, seconded by Emel, approving Asay to sign the form stating no additional right-of-way was needed. Motion carried. 3. SADC emailed a copy of the greenlight letter for the Tufts farm. Asay said they were in the process of redoing the paperwork due to a right-of-way leading to land locked lots. 4. A third letter was received from American Legion Ambulance Association, along with an invoice in the amount of \$28,071.90 for the provision of emergency medical services. Patrick reported on a conference call he attended with several other municipalities, concerning the coverage of the ALAA.

PUBLIC COMMENT:

Public Comment portion was opened by regular motion. Tim Butcher stated he has reached out to a few neighboring fire/rescue squads to talk about and configure a plan which would ensure rural community calls are attended to.

Patrick stated that even though the Mannington Fire Company currently has mutual aid agreements with other fire/rescue squads, the State Department of Health says they can refuse to respond. Patrick is hoping Butcher and neighboring, rural communities can develop a workable plan.

Motion was made by Emel, seconded by Patrick, closing Public Comment portion. Motion carried.

CORRESPONDENCE (con' t):

5. Stand Up for Salem requested approval for their 8th Annual Cow Run/5th Annual Calf Run. They would like to utilize the same streets as in the past. Motion was made by Emel, seconded by Patrick, to approve

of the request. Motion carried. 6. AC Electric emailed information regarding installation of smart meters. They stated that this will currently only affect a small portion of their customers. Notice received and filed.

PUBLIC WORKS REPORT:

Patrick gave a verbal Public Works report. Public Works continues with mowing of sides of Township roadways.

Two quotes were reviewed. A quote was submitted from Workman's Welding & Fabrication LLC of Pilesgrove for repair of the dump and liftgate on the Stake Body truck, in the amount of \$1,845.00. A second quote submitted by South Jersey Truck Bodies, Inc., of Monroeville, for the replacement of the dump/liftgate on the Stake Body truck, came in at \$21,042.75.

New injectors for the brush chipper will be in the \$1,200 range. This cost can come out of "Storm Recovery" in the Budget.

OTHER BUSINESS:

Don reported on the land parcels he went out and looked at for the possibility of donating to Habitat for Humanities. Low-income housing built on these parcels would help with the township's COAH obligations. He has had conversations with the Township Planner, as they are moving ahead with updating the Master Plan, regarding a study to see how the township can move forward to supply low-income housing. The township is currently approximately 60 percent (60%) preserved.

Asay asked Caltabiano if he had any updates as to how funds from the American Rescue Plan Act can be spent. Caltabiano said he received an email just today but hasn't reviewed it. He and his colleagues are planning to research as to how the funds can be used.

Horner updated the Committee on the status of the draft agreement with Game Creek.

Asay received a complaint from resident, Linda Harris, regarding the use of jake brakes on Bypass Road. Asay spoke with Ray Owens, Road Department Supervisor, and had a letter sent to him.

REPORTS:

The following reports were filed:

Tax Collector reported receipts for May in the amount of \$848,643.52.

Mid-Salem County Court submitted a check in the amount of \$1,070.67 for fines received in May.

Registrar's receipts for May totaled \$2,225.00.

There were four (4) dog licenses issued in May, totaling \$135.00.

Finance reported receipts of \$854,238.96 for the month of May.

There being no further business to transact, the mayor adjourned the meeting by regular motion at 8:13 PM.

June 7, 2021 NO QUORUM
June 14, 2021 NO QUORUM
June 21, 2021 NO QUORUM

Respectfully Submitted,

Esther A. Mitchell, Clerk