

Townhall  
October 7, 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, Carmer, and Patti Davis.

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

Motion was made by Emel, seconded by Patrick, approving the attached bill list for payment. Beginning with computer check number 16971, ending with computer check number 17014. Roll call vote as follows:

Asay - yes  
Patrick - yes  
Emel - yes

OPEN SPACE

9/27/2021 ck#2038 \$1,250.00 Mannington Township Payroll Account  
(for Kris Alexander, PIG Admin.)

PAYROLL FUND

9/13/2021 ck#7036 \$ 00.00 Alignment Check  
9/13/2021 ck#7037 \$126.16 Mannington Twp. General Fund  
9/13/2021 ck#7038 \$ 14.83 Prudential - DCRP  
9/27/2021 ck#7039 \$157.64 Mannington Twp. Unemployment  
9/27/2021 ck#7040 \$126.16 Mannington Twp. General Fund  
9/27/2021 ck#7041 \$ 14.83 Prudential - DCRP

UNEMPLOYMENT TRUST

10/07/2021 ck#1044 \$ 30.00 Mannington Twp. General Fund

CFO submitted a Summary Budget Status Report as of October 6, 2021 and a Report of Reconciled Cash Balances for the month ending August 31, 2021.

Motion was made by Emel, seconded by Asay, approving the minutes for the meeting held on 8/9/2021. Motion carried. Motion was made by Patrick, seconded by Asay, approving the minutes for the meeting held on 9/2/2021. Motion carried.

Mayor Asay asked CFO Bowman if she has found any further direction on the spending of COVID funds. She did learn that spending

requires detailed documentation. Asay thought the Marshalltown Road project may qualify.

**ZONING REPORT:**

A written and verbal report was submitted by Carmer for the month of September 2021.

**OLD BUSINESS:**

The mayor discussed the soil type at the sites on Mannington Yorktown Road as per Ms. Gandy of Fralinger Engineering. A septic system designed for this heavy soil would cost near \$50,000 for each house (three houses). Asay asked the Committee if they would consider offering Habitat for Humanity the lot on the corner of Newell Road and Route 45 for them to build one single family house. The soil is better in that location and there is availability of Salem City water. The Committee agreed for Mayor Asay to offer this piece of land.

**NEW BUSINESS:**

Motion was made by Asay, seconded by Emel, to donate the two dumpsters once used by the School to the Salem County Fair Association. Motion carried.

The current Limb Chipping Policy was reviewed and briefly discussed.

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

**Sale Date: November 8, 2021, at 5:30 p.m.**

**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

**November 8, 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, Lots 22.02 and 25 (Mannington-Yorketown Rd.)**
- b. Parcel II – Block 8, Lot 26 (Mannington-Yorketown Road)**
- c. Parcel III – Block 14, Lot 20 (Mannington-Yorketown Road)**
- d. Parcel IV – Block 14, Lots 27 and 28 (Mannington-Yorketown 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, Lots 22.02 and 25)**:

- a. The two adjoining lots that comprise **Parcel I** do not both independently conform to all applicable Mannington Township zoning requirements. The Township Committee is therefore selling **Parcel I** subject to the condition that the two adjoining lots comprising **Parcel I** will be combined to create a single parcel, designated as a single tax lot, that conforms, to a greater extent, with applicable zoning requirements. Accordingly, if the Township Committee accepts the bid of the highest bidder for **Parcel I**, such acceptance will be subject to a requirement that the deed of transfer to such bidder will combine the two lots comprising **Parcel I** in a manner that will accomplish the aforesaid purposes.
- b. The minimum price for **Parcel I** is **\$13,400**.
- c. The successful bidder must, immediately following the Township Committee's acceptance of the bid, pay the deposit required pursuant to **Section 9**, 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 7 through 19**, below.
- d. The successful bidder must, at the time of purchase and conveyance of **Parcel I**, pay the balance of the purchase price; execute such deed or deeds as may be prepared by the Mannington Township Solicitor to combine the two adjoining lots comprising **Parcel I** as a single 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 either of the adjoining lots which currently comprise **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 26)**:

- a. The successful bidder must, immediately following the Township Committee's acceptance of the bid, pay the deposit required pursuant to **Section 9**, 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 7 through 19**, below.

- b. The minimum price for **Parcel II** is **\$4,500**.
  - c. The successful bidder must, at the time of purchase and conveyance of **Parcel II**, pay the balance of the purchase price, and satisfy all other conditions of sale per the **Parcel II** purchase contract.
4. The Township Committee hereby imposes the following conditions of sale, and restrictions upon the use to be made, of **Parcel III (Block 14, Lot 20)**:
    - a. The successful bidder must, immediately following the Township Committee's acceptance of the bid, pay the deposit required pursuant to **Section 9**, 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 7 through 19**, below.
    - b. The minimum price for **Parcel III** is **\$4,300**.
    - c. The successful bidder must, at the time of purchase and conveyance of **Parcel III**, pay the balance of the purchase price, and satisfy all other conditions of sale per the **Parcel III** purchase contract.
  5. The Township Committee hereby imposes the following conditions of sale, and restrictions upon the use to be made, of **Parcel IV (Block 14, Lots 27 and 28)**:
    - a. The two adjoining lots that comprise **Parcel IV** do not both independently conform to all applicable Mannington Township zoning requirements. The Township Committee is therefore selling **Parcel IV** subject to the condition that the two adjoining lots comprising **Parcel IV** will be combined to create a single parcel, designated as a single tax lot, that conforms, to a greater extent, with applicable zoning requirements. Accordingly, if the Township Committee accepts the bid of the highest bidder for **Parcel IV**, such acceptance will be subject to a requirement that the deed of transfer to such bidder will combine the two lots comprising **Parcel IV** in a manner that will accomplish the aforesaid purposes.
    - b. The minimum price for **Parcel IV** is **\$2,800**.
    - c. The successful bidder must, immediately following the Township Committee's acceptance of the bid, pay the deposit required pursuant to **Section 9**, 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 7 through 19**, below.

- d. The successful bidder must, at the time of purchase and conveyance of **Parcel IV**, pay the balance of the purchase price; execute such deed or deeds as may be prepared by the Mannington Township Solicitor to combine the two adjoining lots comprising **Parcel IV** as a single 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 either of the adjoining lots which currently comprise **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 has determined that the parcels are not needed for public use.
7. 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.
8. 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. The Township Committee reserves the right to reject all bids where the highest bid is not accepted.
9. 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.
10. 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.
11. 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.

12. 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 of the parcels 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.
13. 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.

14. 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.
15. The parcels shall be sold subject to any drainage rights at or near the parcels which the Township of Mannington now exercises.
16. 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.
17. The Township shall deliver a bargain and sale deed for each parcel. The deeds for **Parcel I** and **Parcel IV** shall each contain the following restrictive covenants, and other warrants and covenants having the following effect:
  18. "Grantee as a part of the consideration of this conveyance hereby covenants for himself, and his heirs and assigns, that neither of the two lots of land herein conveyed by Mannington Township to the Grantee, said lots being currently designated as [insert reference to tract description, tax map reference, and/or other identifying information], shall be sold or otherwise transferred as a separate lot unless so permitted by subdivision approval, nor may either of said currently designated lots 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, and the grantee's 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."
19. All of the parcels 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.
20. 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.
21. 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 **October 25, 2021** and **November 1, 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.

**CORRESPONDENCE :**

1. The Committee reviewed correspondence received from the Salem County Engineer's Office regarding the possibility of a Uniform Shared Services for "Solar Powered Flashing Stop Signs". 2. Correspondence received from Mr. John Buoncuore asking for consideration of adopting a resolution regarding Second Amendment Rights was received and filed. 3. Notification from the Salem County Agricultural Development Board of their Fiscal Year 2023 Planning Incentive Grant was reviewed and filed. 4. NJ SADC submitted a Request for Approval on a farmland preservation application for Block 25, Lots 5 & 6 and Block 1, Lot 7. Motion was made by Patrick, seconded by Emel, for the Committee's approval to be displayed. Motion carried.

**PUBLIC WORKS REPORT :**

Patrick gave a verbal Public Works report. The Mason dump truck and the boom mower are being repaired. Openings were cut for entry at township-owned property on Mannington Yorktown Road. The Salem Oak tree seedling has been planted at Townhall.

A complaint about flooding at the end of Tide Mill Road was discussed. Asay suggested to the homeowner the easiest solution would be if he changed his driveway a little. If he decides to do this, for water run-off purposes, the Township will supply the culvert pipe for where the driveway meets the road.

**OTHER BUSINESS :**

Mayor Asay gave a few quick updates. 1. He received an email that the application for the PIG FY2023 application was due to the State on December 15<sup>th</sup>, 2021. The Ag Advisory is required to have two meetings per year. Eric Buzby has been contacted about scheduling the meetings 2. The Mahalik/Eddis Farm backed out of preserving their



farm. 3. There will be a change in the Planning Board Solicitor for 2022 as Ms. Adams is retiring.

**PUBLIC COMMENT:**

This portion was opened and closed by regular motion as there were no comments.

**CLOSED SESSION:**

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

**MANNINGTON TOWNSHIP COMMITTEE  
RESOLUTION FOR CLOSED SESSION  
(October 7, 2021)**

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 relating to the Salem Medical Center (former Memorial Hospital of Salem County) (“SMC”) redevelopment area, including but not limited to discussion of potential nominees for appointment as the public official to serve as Mannington Township’s designated Trustee on the SMC Board of Trustees (or the Board(s) of Trustees of SMC’s affiliate(s) or assignee(s)); and matters relating to potential tactics and techniques to be devised by Township and School personnel, but not to be disclosed to the public, to protect public safety in the event of an emergency at the Mannington Township School.**
3. The discussions conducted during the closed session will be disclosed to the public as follows:
  - a. with respect to matters involving pending or anticipated litigation, after such matters have been resolved and any periods of appeal have expired;
  - b. with respect to 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.

Motion was made by Patrick, seconded by Emel, appointing Asay to privately work with Mannington School administration to work on protocols in the event of an emergency. Motion carried.

**REPORTS:**

The following reports were filed:

Tax Collector reported receipts for September in the amount of \$161,345.58.

Mid-Salem County Court submitted two (2) checks in the amounts of \$652.52 and \$51.00 for fines received in September.

Registrar's receipts for September totaled \$1,801.00.

There were no dog licenses issued in September.

Finance reported receipts of \$1,623,212.80 for the month of September.

There being no further business to transact, the mayor adjourned the meeting by regular motion at 8:20 PM.

Respectfully Submitted,

Esther A. Mitchell, Clerk

**October 18, 2021 NO QUORUM**

**October 25, 2021 NO QUORUM**

**November 4, 2021-Moved to November 8, 2021 @ 5:30pm**