

Townhall
July 11, 2022

The Mannington Township Committee Workshop was called to order by Mayor Asay at 5:30 PM. The following were in attendance: Asay, Dunham, Horner, Mitchell, Patrick (arriving at 6:45 pm), Joe Baumann, Redevelopment Counsel (arriving at 6:55 pm).

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

CURRENT BUSINESS:

The Committee and Horner briefly discussed the Alloway Township owned land adjoining Mannington Township owned land on Penton Station Road regarding the reestablishment of Brown Street (paper street).

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

Asay - yes
Patrick - yes
Dunham - yes

(The following resolution replaces the like resolution adopted at the July 7, 2022 meeting)

**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: October 6, 2022, at 7:00 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 **Thursday, October 6, 2022, at 7:00 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 6, Lot 4.02 (Cheney Road)**
 - b. **Parcel II – Block 7, Lot 15 (Fenwick Road)**
 - c. **Parcel III – Block 8, Lot 43 (Alloway-Woodstown Road)**
 - d. **Parcel IV – Block 8, Lot 46 (Alloway-Woodstown Road)**

- e. **Parcel V – Block 37, Lot 11 (“meadow” – no public road frontage)**
 - f. **Parcel VI – Block 42, Lots 16 and 17 and p/o former Brown Street (“Dickson Street” – not a public street – no road frontage)**
 - g. **Parcel VII – Block 50, Lot 6 (“Old Causeway Road” – not a public street – no road frontage)**
2. The Township Committee hereby imposes the following conditions of sale, and restrictions upon the use to be made, of **Parcel I (Block 6, Lot 4.02)**:
- a. The successful bidder must, immediately following the Township Committee's acceptance of the bid, pay the deposit required pursuant to **Section 12**, below, and sign a contract for purchase of **Parcel I**. The contract form is on file in the office of the Middletown 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 22**, below.
 - b. The minimum price for **Parcel I** is **\$10,000**.
 - c. The successful bidder must, at the time of purchase and conveyance of **Parcel I**, pay the balance of the purchase price, and satisfy all other conditions of sale per the **Parcel I** purchase contract.
3. The Township Committee hereby imposes the following conditions of sale, and restrictions upon the use to be made, of **Parcel II (Block 7, Lot 15)**:
- a. The successful bidder must, immediately following the Township Committee's acceptance of the bid, pay the deposit required pursuant to **Section 12**, below, and sign a contract for purchase of **Parcel II**. The contract form is on file in the office of the Middletown 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 22**, below.
 - b. The minimum price for **Parcel II** is **\$7,400**.
 - 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 8, Lot 43)**:

- a. The successful bidder must, immediately following the Township Committee's acceptance of the bid, pay the deposit required pursuant to **Section 12**, 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 22**, below.
 - b. The minimum price for **Parcel III** is **\$5,400**.
 - 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 8, Lot 46)**:
 - a. The successful bidder must, immediately following the Township Committee's acceptance of the bid, pay the deposit required pursuant to **Section 12**, 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 22**, below.
 - b. The minimum price for **Parcel IV** is **\$4,000**.
 - c. The successful bidder must, at the time of purchase and conveyance of **Parcel IV**, pay the balance of the purchase price, and satisfy all other conditions of sale per the **Parcel IV** purchase contract.
6. The Township Committee hereby imposes the following conditions of sale, and restrictions upon the use to be made, of **Parcel V (Block 37, Lot 11)**:
 - a. The successful bidder must, immediately following the Township Committee's acceptance of the bid, pay the deposit required pursuant to **Section 12**, 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 22**, below.

- b. The minimum price for **Parcel V** is **\$500**.
 - c. The successful bidder must, at the time of purchase and conveyance of **Parcel V**, pay the balance of the purchase price, and satisfy all other conditions of sale per the **Parcel V** purchase contract.
7. The Township Committee hereby imposes the following conditions of sale, and restrictions upon the use to be made, of **Parcel VI (Block 42, Lots 16 and 17 and p/o former Brown Street)**:
- a. The two lots and the part of former Brown Street that comprise **Parcel VI** do not independently conform to all applicable Mannington Township zoning requirements. The Township Committee is therefore selling **Parcel VI** subject to the condition that the two lots and part of former Brown Street comprising **Parcel VI** 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 VI**, such acceptance will be subject to a requirement that the deed of transfer to such bidder will combine the two lots and the part of former Brown Street comprising **Parcel VI** in a manner that will accomplish the aforesaid purposes.
 - b. The minimum price for **Parcel VI** is **\$3,200**.
 - c. The successful bidder must, immediately following the Township Committee's acceptance of the bid, pay the deposit required pursuant to **Section 12**, 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 22**, below.
 - d. The successful bidder must, at the time of purchase and conveyance of **Parcel VI**, 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 lots and the part of former Brown Street comprising **Parcel VI** 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 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 either of the two lots or the part of former Brown Street which currently comprise **Parcel VI** as separate

parcels or lots 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 50, Lot 6)**:
 - a. The successful bidder must, immediately following the Township Committee's acceptance of the bid, pay the deposit required pursuant to **Section 12**, 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 22**, below.
 - b. The minimum price for **Parcel VII** is **\$8,800**.
 - c. The successful bidder must, at the time of purchase and conveyance of **Parcel VII**, pay the balance of the purchase price, and satisfy all other conditions of sale per the **Parcel VII** purchase contract.
9. The Township Committee has determined that **Parcels I, II, III, IV, V, VI and VII** are not needed for public use.
10. 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.
11. 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.
12. 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.

13. 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.
14. 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.
15. 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.

16. 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.
17. 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.
18. The parcels shall be sold subject to any drainage rights at or near the parcels which the Township of Mannington now exercises.
19. 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.
20. The Township shall deliver a bargain and sale deed for each parcel. The deed for **Parcel VI** shall contain the following restrictive covenants, and other warrants and covenants having the following effect:

h. "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 nor the portion of former Brown Street 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 or portion of former Brown Street 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."

21. 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.
22. 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.
23. 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 **September 22, 2022** and **September 29, 2022**, 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.

CLOSED SESSION RESOLUTION:

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

MANNINGTON TOWNSHIP COMMITTEE

RESOLUTION FOR CLOSED SESSION
(July 11, 2022)

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 involving pending or anticipated contract negotiations relating to the Salem Medical Center (former Memorial Hospital of Salem County) (“SMC”) redevelopment area, including but not limited to possible revisions to the agreements and other documents governing the SMC redevelopment area project, and matters falling within the attorney-client privilege in connection with same to the extent that confidentiality is required in order for the Township’s attorneys to exercise their ethical duties as lawyers.
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.

PUBLIC COMMENT:

Motion was made by Patrick, seconded by Dunham, opening Public Comment portion of the meeting. As there were no comments, motion was made by Patrick, seconded by Dunham, closing this portion of the meeting. Motion carried.

ADJOURN:

Motion was made by Patrick, seconded by Dunham, to adjourn the meeting at 6:34 pm. Motion carried.

Respectfully Submitted,

July 18, 2022 NO QUORUM

Esther A. Mitchell, Clerk