

**MANSFIELD TOWNSHIP  
BURLINGTON COUNTY  
REGULAR MEETING MINUTES  
December 21, 2022  
7:00 PM  
Via Hybrid**

The regular meeting of the Mansfield Township Committee was held on the above shown date with the following in attendance: **Mayor Marcial Mojena, Committeeman Robert Tallon, Committeeman Brian Sisz, Deputy Mayor Rudy Ocello, Township Solicitor Tim Prime, Engineer Doug Johnson, CFO Bonnie Grouser, Administrator Michael Fitzpatrick, Clerk Linda Semus and Deputy Clerk Ashley Jolly.** Committeeman **Daniel Golenda** was present via hybrid,

**Clerk Semus** read the following opening statement.

“Public notice of this meeting pursuant to the Open Public Meetings Act NJSA 10:4-6 to 10:4-21 has been satisfied. Notice of this meeting was properly given via Resolution 2022-1-11 which was adopted by the Mansfield Township Committee on January 3, 2022 said Resolution was transmitted to the Burlington County Times, the Trenton Times, filed with the Clerk of the Township of Mansfield, posted on the official bulletin board at the Municipal Complex, posted on the official website, filed with the members of this body and mailed to each person who has prepaid any charges fixed for such service. All of the mailing, posting and filing having been accomplished as of January 7, 2022.

The Flag Salute was held with a brief moment of silence.

**PROCLAMATIONS:**

**Mayor Mojena** explained there were two proclamations for residents who had served the township with honor and distinction and who are moving on to other goals. With that, he turned the meeting over to **Clerk Semus** who read the proclamations as follows:

**Mayor Mojena** thanked Dottie for her years of service.

*TOWNSHIP OF MANSFIELD  
COUNTY OF BURLINGTON  
PROCLAMATION IN HONOR OF DOROTHY WIRTH FOR HER  
OUTSTANDING AND DEVEOTED SERVICE TO MANSFIELD TOWNSHIP,  
BURLINGTON COUNTY*

*WHEREAS, Mansfield Township has many citizens who have a sense of caring and a desire to share with others and to participate in the lives of their community and to exhibit their talents and resources; and*

*WHEREAS, Dorothy Wirth is one of those individuals who has impressively served the Mansfield community in various capacities over the course of many decades; and*

*WHEREAS, Dottie, as we all so warmly refer to her as, had participated, guided and put forward her vision for our wonderful Township; and*

*WHEREAS, Dottie, as a member of the Governing Body, a Mayor, a Member of the Planning Board; a Clean Communities and Recycling Coordinator, a Member and Chair of the Environmental Commission, has served to strengthen, expand, and revitalize a sense of community, harmony, and goodwill throughout the municipality for over 40 years, unheralded and without any thought of recognition; and*

*WHEREAS, Dottie's dedication is an example to be exemplified and emulated; a true beacon of public service for the future.*

*NOW, THEREFORE, BE IT RESOLVED, that the Mansfield Township Committee, on behalf of the Township of Mansfield, its officials, employees and residents thereof, does hereby deem it an honor and pleasure to extend this certificate of recognition to **Dottie** for her many years of dedicated service, rendered to the same, and wish her good health, happiness, and well-deserved prosperity for years to come and to see that such recognition is permanently made a part of the record of this Township.*

*Given under the hand and seal of the Township of Mansfield  
this 21st day of December, 2022.*

Dottie then thanked the Committee and noted that she was surprised, as this was not expected. She appreciates the Proclamation and accepted it on behalf of, not only herself, but also

all of the people on the Environmental Commission who have participated all of these years. Many have served a long time. It has been an honor to serve the township and noted that the Environmental Commission, over the years, has accomplished a good number of things, which have helped the township. The Commission looks at applications through ways to protect the environment. She said it has been an honor to be a part of the Commission over the years and thanked the Committee for the presentation.

**Mayor Mojena** introduced the next proclamation for **Deputy Mayor Ocello**

*MANSFIELD TOWNSHIP  
BURLINGTON COUNTY*

*PROCLAMATION HONORING RUDY OCELLO FOR HIS OUTSTANDING AND DEVOTED SERVICE TO MANSFIELD TOWNSHIP, BURLINGTON COUNTY.*

*WHEREAS, Mansfield Township has many citizens who have a sense of caring and a desire to share with others and to participate in the lives of their community and to exhibit their talents and resources;*

*WHEREAS, Rudy Ocello quickly became a part of the Mansfield Township family, gaining the respect and confidence of his colleagues on both the Township Committee and Planning Board, as well as, the residents of Mansfield Township; and*

*WHEREAS, Rudy, had participated, guided and put forward his vision for our wonderful Township in a professional, yet friendly mannerism; and*

*WHEREAS, Rudy's vast knowledge of the community and professional talents led him to not only sit as a member of both the Township Committee and Planning Board but gained the respect among his fellow Committeemen to be nominated and appointed as the Deputy Mayor of Mansfield Township; and*

*WHEREAS, Rudy undertook the tasks of both the Township Committee and Planning Board, unheralded and without any thought of recognition, and*

*WHEREAS, Rudy was always friendly, thoughtful and considerate of others and went far beyond his duties to help the residents in a fair manner during the growth and development of the Township.*

*NOW, THEREFORE, BE IT RESOLVED, the Mansfield Township Committee, on behalf of the Township, its officials, employees and residents thereof, do hereby express its gratitude to Rudy for his years of dedicated service rendered to this Township, and to the residents therein, and to see that such recognition is permanently made a part of the record of this Township.*

*BE IT FURTHER RESOLVED, that although Rudy will be missed as an active Committee Member, the Township Committee wishes him many years of health and happiness with continued interest in the business of this wonderful Community.*

*Given under the hand and seal of the Township of Mansfield this  
21<sup>st</sup> Day of December, 2022*

**Mayor Mojena** thanked Deputy Mayor Ocello for his years of service and said he appreciated his help when the newly elected township officials took office.

## **DEPARTMENT REPORTS**

**a. Police Reports:** Lieutenant Campbell, acting Chief, reported that the Police Department had responded to 1124 incidents for the month of November, the most recent, which was a stolen vehicle from Manheim which was located involved in an accident on the turnpike. The Police Detective is actively investigating the theft. Another vehicle theft from Manheim in October has resulted in charges being leveled on a subject from Newark, NJ. Officer Feeney has completed a Certification as Alcohol and Drug Coordinator. He will be promoted to the rank of Sergeant in January, will be in charge of the School Resource Unit, and assigned to Northern Burlington Regional School District. Another officer has been sent to a Criminal Investigation Class. He thanked Records Clerk, Miss Allenshepski, on coordinating the Toys for Tots Fund Raising Event and expressed thanks for those who donated. One of our residents, a fully certified officer with many years of experience, will become a new officer in January or February and a great addition to our force. He also thanked Dottie and Rudy

for their accomplishments and wished them the best. The Police Department also wished everyone a Merry Christmas and a Happy, Safe, and Healthy New Year.

**Mayor Mojena** thanked Lieutenant Campbell for his work and the other members of the Police Department and wished him well as our new Police Chief., effective January 4<sup>th</sup>.

**b. EMS REPORT**

**George Senf, EMS Captain,** said the new ambulance has arrived and should be in service soon, after state inspection. He thanked the Committee for their continued support. He wished all happy holidays and happy, healthy New Year.

**Mayor Mojena** thanked the EMS team for their services.

**c. Engineer's Report**

**Doug Johnson** thanked **Clerk Semus** for her assistance in obtaining the 2023 Burlington County CDBG Grant submitted. The Island Road project from Mt. Pleasant to Springfield is substantially complete. Approvals from the DOT are anticipated, thus the project will be closed out with the contractor.

Warehouse sites and other Board projects are under construction and will continue through the winter.

He thanked the Committee and Employees for being given the opportunity to work for the town and wished everyone happy holidays and a good new year.

Mayor Mojena thanked Mr. Johnson and his team for the great work they have done for this township over the years

**d. DPW Report**

**Administrator Fitzpatrick** reported that the exit and emergency lighting in the municipal building has been inspected and fixed, all mowers were serviced and cleaned fade street signs were changes and others were straightened on Mansfield Road East, asphalt patches were fixed on 4 sink holes, the curbside leaf bag collection continued, filled pot holes were filled along township roadways, the salt spreaders were hooked up and tested, a switch in the 2015 salter control box was replaced, tops of storm drains throughout the township were cleaned, a flag light fixture was replaced, changed light bulbs in the training facility were changed, 25MPH sign on Sheffield Drive was replaced, storage cabinets for the file room were assembled, and batteries in the auto flush toilets in the Township Building were changed. Everyone was wished a happy holiday.

Mayor Mojena thanked the public works department for all that they do.

**e. Fire Department Report**

**Chief DuBell** said currently they are escorting Santa around for all the children with the Police Department and the Ambulance Corp. The new traffic light at the Municipal Complex has been in operation the past few weeks. This is utilized with all of the larger fire trucks and has been working very well when they use it. Radios are being installed in the new engine. Hopefully it will be in service within the next few weeks. He wished all a Merry Christmas and Happy New Year.

Mayor Mojena thanked the volunteers in the fire company that support our township. They go over and above at a time when needed most.

**f. Fire Prevention/OEM Report**

**Doug Borgstrom** said there had been a busy year with fire inspections which make our township safer. They work with businesses also to make a safer community. His department has observed illegal operations which have been referred to the proper department. He requested residents to shovel hydrants and to keep house numbers visible. Their Utility Terrain Vehicle has been delivered and being outfitted to support the EMS, Police and Fire. Training will be held for

those who will use it. A grant discussed at the prior meeting is to be received. He asked to be alerted for any possible grants for emergency management or fire departments. Mr. Borgstrom alerted the people for any possible damage due to an upcoming storm and the necessity to call 9-1-1. He wished all a nice holiday.

**Mayor Mojena** thanked Mr. Borgstrom for his leadership and what he had done and continues to do for our township.

## CONSENT AGENDA

**Committeeman Tallon** asked **Attorney Prime** for a summarization of Resolution 2022-12-14 prior to the vote. **Attorney Prime** explained that the resolution is in regard to the Turnpike litigation filed against the township challenging the two ordinances that effectively ban warehouses in Mansfield in zones where previously permitted. Turnpike Junction filed a suit against the township alleging they were in an area where warehouses were permitted and where they had a deal with a warehouse developer which fell through because of the new ordinances. Upon review of the litigation, **Attorney Prime** recommended the litigation be settled to avoid complications with defending the ordinance. Since the Turnpike Junction owns a property on Route 206, the township has elected not to have the ordinance affect that parcel, thus allowing logistic uses on the property. Land owned in the Jacksonville Road area will be deed restricted as long as the warehouse on Route 206 proceeds.

**Mayor Mojena** was glad to have more land deed restricted for future development leading to over 100 acres of farmland preservation and added that the County is currently negotiating for another parcel of over 50 acres. He noted that the last farmland preservation occurred over a decade ago. He also noted that the Master Plan steering committee will be created to review the Master Plan of the Township. He encouraged residents to participate.

A motion was offered by **Deputy Mayor Ocello** and second by **Committeeman Sisz** to approve the consent agenda. The motion was carried on a Roll Call Vote, recorded as follows:

AYE: OCELO, SISZ, TALLON (see below)GOLEND, MOJENA

NAY: NONE ABSTAIN: TALLON(on Resolution 2022-12-28)

### Resolution 2022-12-14

#### SETTLEMENT AGREEMENT

**THIS AGREEMENT** ("Agreement") is made this 21st day of December, 2022 by and between:

**TURNPIKE JUNCTION, INC.**, a corporation of the State of New Jersey, having a registered business address of 5 E. Constitution Drive, Bordentown, New Jersey 08505 ("Turnpike Junction");

**THE TOWNSHIP OF MANSFIELD**, a municipal corporation and corporate body politic of the State of New Jersey established pursuant to N.J.S.A. 40A:63-1, et seq., having an address of 3135 Route 206 South, Suite 1, Columbus, New Jersey 08022 (the "Township");

**THE MAYOR AND TOWNSHIP COMMITTEE OF THE TOWNSHIP OF MANSFIELD**, the legislative officials of the Township, having an address of 3135 Route 206, Columbus, New Jersey 08002 (the "Committee"); and

**THE TOWNSHIP OF MANSFIELD JOINT LAND USE BOARD**, a municipal land use board established pursuant to the New Jersey Municipal Land Use Law, N.J.S.A. 40:55D-1, et seq., having an address of 3135 Route 206 South, Suite 1, Columbus, New Jersey 08022 (the "Board"); and

Collectively, Turnpike Junction, the Township, the Committee, and the Board, shall be referred to as the "Parties."

**WHEREAS**, Turnpike Junction is the owner of property in the Township of Mansfield located at 3301 Route 206 (Block 4, Lot 5 and Block 4, Lots 5 QFarm) and Route 206 (Block 3, Lot 4 QFarm) (collectively, the "Route 206 Parcels") and East Sharp Road (Block 48, Lot 1 QFarm, which is also assessed with Block 48, Lot 2), 133 East Sharp Road (Block 49, Lot 1 QFarm, which is also assessed with Block 49, Lot 3), and 1300 Jacksonville Road (Block 56, Lot 1 and Block 56, Lot 1 QFarm) (collectively, the "Jacksonville Road Parcels") (all of the block and lots owned by Turnpike Junction are collectively referenced as the "Property").

**WHEREAS**, the Route 206 Parcels, which are comprised of approximately 138 acres, and the Jacksonville Road Parcels, which are comprised of approximately 59 acres, have been subject to seasonal farm and residential leases over the years, but are mostly undeveloped and/or vacant.

**WHEREAS**, the Property is situated in three (3) separate zoning districts: (1) the Office Distribution Laboratory (ODL) Zone District (the “ODL Zone”); (2) the Light Industrial (LI) Zone District (the “LI Zone”); and (3) the C-2 Highway Commercial Zone District (the “C-2 Zone”), all of which principally and/or conditionally permitted some form of warehouse, distribution and/or logistics uses, prior to the adoption of Ordinance 2022-6.

**WHEREAS**, on or about December 28, 2016, the Committee adopted Resolution 2016-12-20, which designated the Route 206 Parcels as an “area in need of redevelopment,” pursuant to the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1, et seq. (“LRHL”) (the “Redevelopment Area”).

**WHEREAS**, on or about March 22, 2017, the Committee adopted Resolution 2017-4, which adopted a redevelopment plan entitled “Redevelopment Plan, U.S. Route 206 Northern Area, Mansfield Township, Burlington County, New Jersey, Block 3, Lots 3.01, 3.02, 4, 5.01, 6.01, 6.02, 6.03, 6.05, 6.06, 6.07, 6.08, 6.09, 9 and 10.01, Block 4, Lots 4.01, 4.02, 4.03, 5, 6.01, 6.02, 7, 8.01, 8.02, 8.03, 9, 10.01, 10.02 and 11” (the “Redevelopment Plan”).

**WHEREAS**, the Redevelopment Plan, which was incorporated into and amended the Township of Mansfield Zoning Ordinance (the “Zoning Code”), expressly permits “[w]arehouse facilities, trucking facilities and distribution facilities and wholesale establishments” on the Route 206 Parcels, subject to the regulations set forth and/or incorporated therein, and were in effect prior to the adoption of Ordinance 2022-6.

**WHEREAS**, beginning in or around February 2022, the Township, the Committee, and the Board collectively undertook actions to modify the Township of Mansfield’s Zoning Ordinance to prohibit warehouse, logistics, and distribution center uses throughout the Township. These efforts included, but are not necessarily limited to:

- The adoption of Ordinance 2022-3 entitled “AN ORDINANCE OF THE TOWNSHIP OF MANSFIELD, COUNTY OF BURLINGTON, AND STATE OF NEW JERSEY AMENDED CHAPTER 67 OF THE CODE OF THE TOWNSHIP OF MANSFIELD ENTITLED ‘ZONING’ TO ADOPT AND ENACT PROVISIONS PROHIBITING WAREHOUSE AND DISTRIBUTION CENTERS AS A PERMITTED USE IN MANSFIELD TOWNSHIP” on March 2, 2022.

- The adoption of the “2022 Master Plan Reexamination Report for Mansfield Township, Burlington County, New Jersey” on March 28, 2022.

The adoption of Ordinance 2022-6, entitled “AN ORDINANCE OF THE TOWNSHIP OF MANSFIELD, COUNTY OF BURLINGTON, AND STATE OF NEW JERSEY AMENDING CHAPTER 65 OF THE CODE OF THE TOWNSHIP OF MANSFIELD ENTITLED ‘ZONING’ TO ADOPT AND ENACT PROVISIONS PROHIBITING LOGISTICS/WAREHOUSE USES IN MANSFIELD TOWNSHIP AND TO FURTHER AMEND MANSFIELD TOWNSHIP CODE CHAPTER 44A, ‘SITE PLAN REVIEW’, SECTION 44A-4.1 ‘MINOR SITE PLAN SUBMISSION; DEFINITIONS AND REQUIRED DATA” (“Ordinance 2022-6”) on April 20, 2022.

- The adoption of Ordinance 2022-13, entitled “AN ORDINANCE TO AMEND CHAPTER 65 OF THE CODE OF THE TOWNSHIP OF MANSFIELD ENTITLED ‘ZONING’ TO ADOPT AND ENACT PROVISIONS PROHIBITING LOGISTICS/WAREHOUSE USES IN MANSFIELD TOWNSHIP AND TO FURTHER AMEND MANSFIELD TOWNSHIP CODE CHAPTER 44A, ‘SITE PLAN REVIEW’, SECTION 44A-4.1 ‘MINOR SITE PLAN SUBMISSION; DEFINITIONS AND REQUIRED DATA,’ AND TO FURTHER AMEND AND READOPT ORDINANCE 2022-6” on September 21, 2022.

**WHEREAS**, as a result of the Township, the Committee, and the Board’s collective efforts to ban warehouse uses throughout Mansfield Township, the Township contended that Turnpike Junction was prevented from developing, conveying, and/or otherwise utilizing the Property for warehouse, logistics, and distribution center uses.

**WHEREAS**, on June 3, 2022, Turnpike Junction filed a Complaint in Lieu of Prerogative Writs challenging the adoption of Ordinance 2022-6 that is captioned “Turnpike Junction, Inc. v. Township of Mansfield, Township of Mansfield Joint Land Use Board, and May and Township Committee of the Township of Mansfield” bearing docket number BUR-L-1046-22 (Trans ID: LCV20222124749);<sup>1</sup>

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<sup>1</sup> On June 9, 2022, the Honorable Jeanne T. Covert, A.J.S.C. sua sponte entered an order consolidating docket numbers BUR-L-686-22, BUR-L-1046-22, and BUR-L-1054-22 (Trans ID: LCV2022205929).

**WHEREAS**, on July 14, 2022, Turnpike Junction filed a “First Amended Action in Lieu of Prerogative Writs & Complaint Seeking Declaratory Judgement and Other Relief” under docket number BUR-L-1046-22 (Trans ID: LCV20222594620) (the Complaint in Lieu of Prerogative Writs and First Amended Complaint are collectively referenced as the “PW Complaint”).

**WHEREAS**, Turnpike Junction desires to develop the Route 206 Parcels with a warehouse, logistics, and/or distribution center facility, along with off-street vehicle / truck parking, tractor trailer storage, and associated improvements, similar in nature, but not necessarily consistent with, the “Concept Plan” prepared by Colliers Engineering & Design and dated July 21, 2021, which is attached hereto as “Exhibit A” (the “Project”). The Township, the Committee, and the Board expressly recognize, understand, and accept that the Concept Plan and Project are subject to change based on final engineering design, market demands, and/or to meet the needs of a future tenant or tenants. In other words, the Concept Plan demonstrates the nature of the Project, but is not necessarily binding on Turnpike Junction or the ultimate developer of the Route 206 Parcels.

**WHEREAS**, the Township, the Committee, and the Board agree that the Route 206 Parcels should be developed with the Project as originally contemplated by the Redevelopment Plan, notwithstanding the prohibitions set forth in Ordinance 2022-6.

**WHEREAS**, the Township, the Committee, and the Board recognize that the Route 206 Parcels are particularly suited to accommodate the Project, for a variety of professional planning justifications, including, but not necessarily limited to its frontage along Route 206 that allows for direct access to this major thoroughfare without disturbing developed residential areas / developments and its proximity to the New Jersey Turnpike.

**WHEREAS**, however, the Township, the Committee, and the Board do not support the development of the Jacksonville Road Parcels, which do not further the same professional planning purposes and are not supported by the same professional planning justifications that support development of the Route 206 Parcels and are constrained by wetlands, conservation areas, and other encumbrances and desire to have these parcels “deed restricted” for agricultural and/or open space uses in perpetuity. The Township, the Committee, and the Board expressly recognize the benefit conferred to the citizens of the Township by increasing opportunities for preserved farmland and/or open space.

**WHEREAS**, Turnpike Junction agrees to “deed restrict” and/or otherwise dispose of the Jacksonville Road Parcels in a manner that will ensure they will be utilized for agricultural and/or open space purposes in perpetuity and will not be proposed for development for any other use or purpose, in exchange for the right to develop the Project on the Route 206 Parcels.

**WHEREAS**, the Project as contemplated by Turnpike Junction is acknowledged by the Parties to require an amendment to the Redevelopment Plan in accordance with the LRHL, said amendment shall be effectuated by the Township, the Committee, and the Board as set forth herein.

**WHEREAS**, the Project as contemplated by Turnpike Junction is acknowledged by the Parties to require, *inter alia*, Board approval pursuant to N.J.S.A. 40:55D-25 (i.e., preliminary and final major site plan approval and/or subdivision approval) and N.J.S.A. 40:55D-70(c)(1)-(2) (i.e., deviations / bulk (“c”) variances) (the “Application”); and

**WHEREAS**, the Parties have engaged in settlement discussions which have culminated in the within agreement (“Agreement”); and

**NOW, THEREFORE**, in consideration of the promises and mutual obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties hereto, each binding itself, its successors and assigns, do hereby covenant and agree, each with the other, as follows:

#### **ARTICLE I - PURPOSE**

1.0 The foregoing recitals are incorporated by reference as if set forth at length herein.

1.2 The purpose of this Agreement is to facilitate the amendment of the Redevelopment Plan and permit Turnpike Junction to pursue an Application before the Board for, *inter alia*, for preliminary and final site plan approval, minor or preliminary and final major subdivision approval, exceptions / bulk (“c”) variances, and related relief, for the Project, which may be similar in nature to, but not necessarily consistent with the Concept Plan, which Application, if granted by the Board, along with a PILOT and corresponding financial agreement, would effectuate a settlement between the Parties that would result in the withdrawal, with prejudice, of the PW Complaint.

1.3 **TOLLING AGREEMENT: AN INTEGRAL COMPONENT OF THIS AGREEMENT IS THAT IT CONSTITUTES A “TOLLING AGREEMENT” THAT BINDS THE PARTIES FOR THE DURATION OF THIS AGREEMENT AND UNTIL SUCH TIME AS TURNPIKE JUNCTION FILES A STIPULATION OF DISMISSAL WITH PREJUDICE, DISMISSING THE PW COMPLAINT FOREVER. SPECIFICALLY, IF ANY OF THE CONTINGENCIES SET FORTH IN SECTION 2 BELOW ARE NOT COMPLETED AND/OR APPROVED WITHIN THE TIME PERIODS ESTABLISHED HEREIN, OR, IF NOT SPECIFIED, WITHIN A COMMERCIALY REASONABLE TIME PERIOD, TURNPIKE JUNCTION SHALL BE PERMITTED TO AMEND THE PW COMPLAINT TO INCLUDE A CHALLENGE TO ORDINANCE 2022-13 AND RE-FILE SAME. THE CLAIMS CONTAINED IN THE PW COMPLAINT, INCLUDING A CHALLENGE TO ORDINANCE 2022-13, SHALL RELATE BACK TO THE DATE OF THE ORIGINAL FILING OF THE PW COMPLAINT AND NEITHER THE TOWNSHIP, THE COMMITTEE, NOR THE BOARD SHALL BE PERMITTED TO ARGUE OR CLAIM THAT THE RE-FILING OF THE PW COMPLAINT, INCLUDING A CHALLENGE TO ORDINANCE 2022-13, IS TIME-BARRED BY ANY APPLICABLE STATUTE OF LIMITATIONS OR PRECLUDED BY LATCHES, ESTOPPEL, AND/OR ANY OTHER LEGAL OR EQUITABLE THEORY.**

1.4 The Parties expressly acknowledge and agree that Turnpike Junction’s interest in the Property may be transferred to a related entity or to any successor in interest during the duration of the Agreement. The obligations and remedies set forth in the Agreement, including, but not limited to, Turnpike Junction’s ability to revive any pending litigation against the Township, the Committee, and/or the Board, are fully assignable to any related entity, any successor in interest, and/or a contract purchaser, whether or not it is specifically set forth later in this Agreement. These rights, remedies, and benefits shall be automatically conferred upon the assignee, transferee, and/or successor in interest with no consent or action of the Township, the Committee, and/or the Board required. However, while this Agreement is in effect, Turnpike Junction shall not seek any approvals or attempt to develop the Jacksonville Road Parcels. The Township, the Committee, and the Board expressly acknowledge same and agree not to object on the basis of standing or any other applicable legal and/or equitable theory to any claims brought by any related entity, successor in interest, and/or a contract purchaser as a result of a breach of this Agreement. For purposes of this Agreement, all references to “Turnpike Junction” shall expressly include Turnpike Junction, and any related entity, any successor in interest and/or contract purchaser of the Property.

1.5 As part of this Agreement, portions of the Route 206 Parcels will be converted from farmland assessed property to developable land. As part of the consideration for this agreement, Turnpike Junction and the Township agree that the Township will be entitled to charge and collect “rollback taxes” and/or tax assessment monies that the Township is entitled to charge and collect when the Route 206 Parcels are converted from farmland assessed property to developable land. In addition, Turnpike Junction shall pay the required Statewide Non-Residential Development Fee required by N.J.S.A. 40:55D-8.1 *et seq.* for the Project, if and when due pursuant to the terms thereof and in accordance therewith.

## **ARTICLE II – PROCEDURE**

2.1 To facilitate a full review of the Project by the Board, the Parties agree to the following framework by which the Application can be presented to the Board. Each step of this Article II is sequential and must occur in the order set forth in this Agreement. Until each step of this Article II is completed, there shall be no obligation on the part of the Parties to undertake any subsequent step.

2.2 The Township, the Committee, and the Board shall approve this Agreement and the execution thereof at a regularly scheduled meeting held in accordance with the Open Public Meetings Act. The Township, the Committee, and the Board shall be required to provide all appropriate notices in satisfaction of the Open Public Meetings Act and the Municipal Land Use Law. The Township, the Committee, and the Board shall promptly notify Turnpike Junction in writing of all scheduled meetings in accordance with the Notice provisions set forth in this Agreement. Turnpike Junction shall execute this Agreement upon receipt of notification that the Township, the Committee, and the Planning Board has authorized the execution of this Agreement.

2.3 Within five (5) business days of receipt of a fully-executed copy of the Agreement, Turnpike Junction shall file a Stipulation of Dismissal without Prejudice that dismisses the PW Complaint **without prejudice** (the “Dismissal”). The Dismissal shall be expressly conditioned upon: (1) The amendment of the Redevelopment Plan to allow for the development of a warehouse, logistics, and/or distribution center facility, along with off-street vehicle / truck parking, tractor trailer storage, and associated improvements, similar in nature, but not necessarily consistent with the Concept Plan, on the Route 206 Parcels; (2) The approval of the Application, filed and prosecuted by Turnpike Junction, by the Board for the development of the Project; and (3) The successful negotiation of a financial agreement by Turnpike Junction and the Township and/or the Committee and the Township’s and/or the Committee’s grant of a Payment in Lieu of Taxes (PILOT) pursuant to the Long-Term Tax Exemption Law, N.J.S.A.

40A:20.1 et seq. to Turnpike Junction. **If any of the afore listed contingencies are not completed and/or approved on terms reasonably acceptable to Turnpike Junction, within the time periods specified herein, or, if not specified, within a commercially reasonable time period, Turnpike Junction shall be permitted to amend the PW Complaint to include a challenge to Ordinance 2022-13 and re-file same. The claims contained in the PW Complaint, including a challenge to Ordinance 2022-13, shall relate back to the date of the original filing of the PW Complaint and neither the Township, the Committee, nor the Board shall be permitted to argue or claim that the re-filing of the PW Complaint, including a challenge to Ordinance 2022-13, is time-barred by any applicable statute of limitations or precluded by laches, estoppel, and/or any other legal or equitable theory. A failure of the Township, the Committee, and/or the Board, either individually and/or collectively, to satisfy the conditions set forth in Article II, unless such failure is the result of a breach of this Agreement by Turnpike Junction, shall constitute a breach of this Agreement by the Township, the Committee, and the Board.**

2.4 Immediately upon filing of the Dismissal, the Committee shall direct the Township's Planner and Board's Planning Consultant, to prepare an amendment to the Redevelopment Plan that will allow for the development of a warehouse, logistics, and/or distribution center facility, along with off-street vehicle / truck parking, tractor trailer storage, and associated improvements, similar in nature, but not necessarily consistent with the Concept Plan, on the Route 206 Parcels. In doing so, the Township, the Committee, and the Board expressly acknowledge that Turnpike Junction is permitted to develop, convey, and/or otherwise utilize the Route 206 Parcels for warehouse, logistics, and distribution center uses and that the Township's so called "Warehouse Ban" does not apply to the Route 206 Parcels. The Board shall review the Redevelopment Plan amendment for consistency at its next reasonably available scheduled meeting and recommend that the Committee adopt same. The Board's consistency determination shall be memorialized in a written resolution to be adopted simultaneously therewith. Thereafter, the Board shall promptly transmit a copy of its consistency determination to the Committee's administrative officer designated to accept same. The Committee shall then introduce and adopt an ordinance formally amending the Redevelopment Plan to permit the development of a warehouse, logistics, and/or distribution center facility, along with off-street vehicle / truck parking, tractor trailer storage, and associated improvements, similar in nature, but not necessarily consistent with the Concept Plan, on the Route 206 Parcels at its next reasonably available scheduled meeting after introduction, including the required public hearing. The Township and the Board shall be required to provide all appropriate notices in satisfaction of the Open Public Meetings Act and the Local Redevelopment and Housing Law. The Township and the Board shall promptly notify Turnpike Junction in writing of all scheduled meetings in accordance with the Notice provisions set forth in this Agreement.

2.5 After the expiration of the appeal period for the Ordinance approving the Redevelopment Plan amendment as described in Section 2.5 above, Turnpike Junction, shall be permitted to file an Application with the Board. During the planning phase of the Application and/or while engineering and/or architectural plans are being prepared for the Project, the Township and the Board shall reasonably cooperate with Turnpike Junction and Turnpike Junction's design professionals and/or consultants in developing same, including, but not limited to, scheduling pre-application and/or technical review meetings as reasonably requested. Any such requests shall be made in writing by Turnpike Junction to the Township, the Committee, and/or the Board. Additionally, the Township shall reasonably cooperate with all of Turnpike Junction's efforts to obtain all required governmental approvals and permits from all relevant public entities and utilities for the development of the Route 206 Parcels, provided that said cooperation shall be without cost or expense to the Township paid by escrow to be posted by Turnpike Junction.

2.6 Upon a determination of completeness, the Board shall place the Application on its next reasonably available meeting agenda. The Board shall endeavor to complete its review of and take action upon the Project in the time allotted for same under the Municipal Land Use Law. The Township and the Board shall support Turnpike Junction's reasonable requests for scheduling special meeting(s), subject to Turnpike Junction's payment of any fees required by the Township Code and subject to the Board's reasonable approval of same. The Board shall be required to provide all appropriate notices in satisfaction of the Open Public Meetings Act. The Board shall promptly notify Turnpike Junction in writing of all scheduled meetings in accordance with the Notice provisions set forth in this Agreement. Additionally, Turnpike Junction, shall provide public notice for any such public hearing in accordance with the Municipal Land Use Law, a copy of same shall be provided to the Board, with copies to the Township and/or the Committee.

2.7 The Board, as part of its review of the Application, shall reasonably consider Turnpike Junction's application for any reasonable deviations and/or variances from the Redevelopment Plan required to facilitate the Project, although the Township agrees that the standards of the Amendment to the Redevelopment Plan will attempt to avoid or at least minimize variances and/or deviations from the original Redevelopment Plan and to make the Project "fully conforming" to the Redevelopment Plan, the Board's failure to grant Turnpike Junction, an affiliate entity, a successor in interest, and/or a contract purchaser's Application and/or any reasonable deviation and/or variance requests shall constitute a default of the Agreement by the Township, the Committee, and the Board. In the event of a default,



Turnpike Junction, shall be permitted to amend the PW Complaint to include a challenge to Ordinance 2022-13 and re-file same as set forth in Paragraph 2.4 above. In the event of a denial of the Application, Turnpike Junction is not required to give the Township, the Committee, and/or the Board an opportunity to “cure” its default of the Agreement and may proceed immediately with the amending the PW Complaint as explained above. In addition, Turnpike Junction shall be permitted to challenge the Board’s denial in the same or a separate litigation.

2.8 Upon adoption of a resolution memorializing an approval for the Project, if so approved by the Board, Turnpike Junction shall cause a “notice of decision” to be published in the Township’s designated newspaper of general circulation in accordance with the Municipal Land Use Law. Turnpike Junction, shall submit a copy of the published notice of decision and the affidavit of publication to the Board’s designated administrative officer and provide a copy to the Township and/or the Committee. The Board shall defend an appeal of the Project in conjunction with Turnpike Junction, in good faith and at its own expense.

2.9 Ten (10) business days after the expiration of the appeal period of the Board’s approval of the Project, and upon reasonable satisfaction to Turnpike Junction that no legal challenge has been filed by any person, third-party, and/or entity with a court of competent jurisdiction, Turnpike Junction, shall prepare a deed restriction limiting the future use of the Jacksonville Road Parcels to agricultural and/or open space uses in perpetuity (the “Deed Restriction”). The Deed Restriction shall be substantially in the form established by Burlington County for agricultural deed restrictions and shall be reviewed and approved as to form by the Township Attorney, such approval not to be unreasonably withheld. The Deed Restriction, in accordance with the New Jersey Farmland Preservation Program, shall expressly state that permitted agricultural activities on the Jacksonville Road Parcels include farm site activities, including but not limited to: production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management, and grazing. Turnpike Junction, at its sole option and discretion, may also satisfy this requirement by donating the Jacksonville Road Parcels to the Township, subject to the Township’s acceptance of same, for use as open space.

2.10 After the expiration of the appeal period of the Board’s approval of the Project, but prior to the commencement of construction, Turnpike Junction, shall apply to the Township for a Payment in Lieu of Taxes (PILOT) pursuant to the Long-Term Tax Exemption Law, (“LTTE”)N.J.S.A. 40A:20.1 et seq. Thereafter, Turnpike Junction and the Township shall work together in good faith to negotiate a financial agreement. Turnpike Junction, and the Township’s failure to reach mutually agreeable terms on a financial agreement shall constitute a default of the Agreement and Turnpike Junction shall be permitted to amend the PW Complaint to include a challenge to Ordinance 2022-13 and re-file same. The Township shall be required to provide all appropriate notices in satisfaction of the Open Public Meetings Act and the LTTE. . The Township shall promptly notify Turnpike Junction in writing of all scheduled meetings in accordance with the Notice provisions set forth in this Agreement.

2.11 Within five (5) business days after the expiration of the appeal period of the Township’s adoption of an ordinance approving the financial agreement with Turnpike Junction, Turnpike Junction, shall file a Stipulation of Dismissal with Prejudice that forever withdraws the PW Complaint.

### **ARTICLE III- MUTUAL OBLIGATIONS**

3.1. The Parties shall comply with any and all Federal, State, County and local laws, rules, regulations, statutes, ordinances, permits, resolutions, judgments, orders, decrees, directives, interpretations, standards, licenses, approvals, and similarly binding authority, applicable to the proposed Project or the performance by the Parties of their respective obligations or the exercise by the Parties of their respective rights in connection with this Agreement.

3.2 The Parties shall exercise good faith, cooperate, and assist each other in fulfilling the intent and purpose of this Agreement.

3.3 Upon entry of a Stipulation of Dismissal With Prejudice that dismisses the PW Complaint, the parties agree to waive any and all rights and claims that they may have had related to or arising out of the filing of the Application, the adoption of the Ordinance or the filing of the PW Complaint. The Parties agree to forever release any and all claims they may have against each other that existed as of the date of the execution of this Agreement.

3.4 The Parties shall diligently and vigorously defend any challenge to the adoption of this Agreement, the amendment of the Redevelopment Plan, and/or the Project at their own expense. Turnpike Junction and the Board shall vigorously defend any challenge to and/or appeal of an approval of the Project, at their own expense.

### **ARTICLE IV - NOTICES**

4.1 Any notice or transmittal of any document required, permitted or appropriate hereunder and/or any transmittal between the Parties relating to this Agreement (herein “Notice[s]”) shall be written and shall be served upon the respective Parties by email so long as the same notice is served in writing on the following business day by certified mail, return receipt requested, or recognized overnight or personal carrier such as, for example, Federal Express, with certified proof of receipt. All Notices shall be deemed received upon the date of delivery set forth in such certified proof, and all times for performance based upon notice shall be from the date set forth therein. Delivery shall be effectuated as follows, subject to change as to the person(s) to be notified and/or their respective addresses upon ten (10) days’ notice as provided herein:

**TO TURNPIKE JUNCTION:** Turnpike Junction, Inc.  
Attn: Robert Friberg, Esq.  
Golden Crest Corporate Center  
2273 St. Hwy. 33, Suite 207  
Hamilton, New Jersey 08690  
[Friberg@optonline.net](mailto:Friberg@optonline.net)

**WITH COPIES TO:** Ted Zangari, Esq.  
Thomas H. Prol, Esq.  
Sills Cummis & Gross P.C.  
One Riverfront Plaza  
Newark, New Jersey 07102  
[TZangari@sillscummis.com](mailto:TZangari@sillscummis.com)  
[TProl@sillscummis.com](mailto:TProl@sillscummis.com)

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**TO THE TOWNSHIP** Linda Semus, RMC, Township Clerk

**OF MANSFIELD/** Mansfield Township

**MAYOR AND TOWNSHIP** 3135 Route 206

**COMMITTEE** Columbus, New Jersey 08022

**WITH COPIES TO:** Timothy M. Prime, Esq.  
Prime & Tuvel, LLC  
14000 Horizon Way, Suite 325  
Mount Laurel, New Jersey 08054

**TO THE TOWNSHIP OF** Ashley Jolly, Board Secretary

**OF MANSFIELD** Mansfield Township Planning Board

**PLANNING BOARD:** 3135 Route 206  
Columbus, New Jersey 08022

**WITH COPIES TO:** Jerry J. Dasti, Esq.  
Dasti, Murphy, McGuckin et al  
620 West Lacey Road  
P.O. Box 1057  
Forked River, New Jersey 08731

In the event any of the individuals identified above has a successor, the individual identified shall name the successor and notify all others identified of their successor.

#### **ARTICLE V- MISCELLANEOUS**

5.1 Unless otherwise specified, it is intended that the provisions of this Agreement are to be severable. The validity of any article, section, clause or provisions of this Agreement shall not affect the validity of the remaining articles, sections, clauses or provisions hereof. If any section of this Agreement shall be adjudged by a court to be invalid, illegal, or unenforceable in any respect, such determination shall not affect the remaining sections, unless elimination of a provision would deny any part of the benefit of the bargain.

5.2 This Agreement may be executed simultaneously in one (1) or more facsimile or e-mail counterparts, each of which shall be deemed an original. Any facsimile or e-mail counterpart forthwith shall be supplemented by the delivery of an original counterpart pursuant to the terms for notice set forth herein.

5.3 The Parties acknowledge that each has entered into this Agreement on its own volition without coercion or duress after consulting with its counsel, that each Party is the proper person and possesses the authority to sign the Agreement, that this Agreement contains the entire understanding of the Parties and that there are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

5.4 Each of the Parties hereto acknowledges that this Agreement was not drafted by any one of the Parties, but was drafted, negotiated and reviewed by all Parties, and, therefore, the presumption of resolving ambiguities against the drafter shall not apply. Each of the Parties expressly represents to the other Parties that: (a) it has been represented by counsel in connection with negotiating the terms of this Agreement; and (b) it has conferred due authority for execution of this Agreement upon the person(s) executing it.

5.5 This Agreement constitutes the entire Agreement between the Parties and supersedes all prior oral and written agreements between the parties with respect to the subject matter hereof except as otherwise provided herein. This Agreement may not be modified, amended or altered in any way except by a writing signed by each of the Parties. 5.6 The captions and titles to this Agreement and the several sections and subsections are inserted for purposes of convenience of reference only and are in no way to be construed as limiting or modifying the scope and intent of the various provisions of this Agreement.

5.7 Except as set forth in Section 2.8 above, in the event that any of the Parties shall fail to perform any material obligation on its part to be performed pursuant to the terms and conditions of this Agreement, unless such obligation is waived by all of the other Parties for whose benefit such obligation is intended, such failure to perform shall constitute a default of this Agreement. Except as set forth in Section 2.8 above, upon the occurrence of any alleged default, the party alleging the default must provide written notice of said alleged default, and provide to the other party or parties alleged to be in default, a reasonable opportunity to cure the alleged default within ten (10) business days or such period of time that may be appropriate. In the event that the alleged default is not cured within said ten (10) business days, or such reasonable period of time as may be appropriate, the Party(ies) for whose benefit such obligation is intended shall be entitled to exercise any and all rights and remedies that may be available in equity or under the laws of the State of New Jersey.

5.8 The Parties and their respective counsel agree immediately to provide each other with notice of any lawsuits, actions or governmental declarations threatened or pending by third parties of which they are actually aware which may affect the provisions of this Agreement.

5.9 This Agreement has been entered into and shall be construed, governed and enforced in accordance with the laws of the State of New Jersey without giving effect to provisions relating to the conflicts of law. Jurisdiction of any litigation ensuing with regard to this Agreement exclusively shall be in the Superior Court of New Jersey, with venue in Burlington County, Law Division, and may be enforced through a motion or action therein. The prevailing movant or plaintiff in any motion or action to enforce the terms of this Agreement may be entitled to reasonable attorney's fees and court costs subject to the requisite motion and order of a court with competent jurisdiction. Service of any complaint may be affected consistent with the terms hereof for the delivery of "Notices," hereinafter defined. The Parties waive formal service of process. The Parties expressly waive trial by jury in any such litigation.

5.10 This Agreement shall be effective upon the execution of this Agreement by the last Party to sign the Agreement., which said date shall be inserted at the top of page one of this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be properly executed, their corporate seals affixed and attested and this Agreement to be effective as of the Effective Date.

Witness/Attest:

**TURNPIKE JUNCTION INC.**

\_\_\_\_\_  
Dated: December \_\_\_\_\_, 2022  
Witness/Attest:

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

**TOWNSHIP OF MANSFIELD / THE MAYOR  
AND TOWNSHIP COMMITTEE OF THE  
TOWNSHIP OF MANSFIELD**

\_\_\_\_\_  
Linda Semus, RMC, Township Clerk

By: \_\_\_\_\_  
Marcial Mojena, Mayor

Dated: December \_\_\_\_\_, 2022  
Witness/Attest:

**TOWNSHIP OF MANSFIELD JOINT  
LAND USE BOAD**

\_\_\_\_\_  
Ashley Jolly, Board Secretary

By: \_\_\_\_\_  
Scott Preidel, Chairman

Dated: December \_\_\_\_\_, 2022

**RESOLUTION 2022-12-15**

**RESOLUTION AUTHORIZING THE CREATION OF A MASTER PLAN UPDATE STEERING  
COMMITTEE AND PROVIDING FOR THE APPOINTMENT OF MEMBERS OF SAME**

**WHEREAS**, N.J.S.A. 40:55D-89 provides that the governing body of a municipality may provide for a periodic reexamination and update of its master plan and development regulations by the municipal planning board; and

**WHEREAS**, N.J.S.A. 40:55D-89 further provides that the planning board, after a public hearing, shall prepare and adopt by resolution a report on the findings of such reexamination; and

**WHEREAS**, N.J.S.A. 40:55D-89 further provides that the reexamination report shall state:

(a) The major problems and objectives relating to land development in the municipality at the time of adoption of the last re-examination report.

(b) The extent to which such problems and objectives have been reduced or have increased since that date.

(c) The extent to which there have been significant changes in the assumptions, policies and objectives forming the basis for the master plan or development regulations as last revised with particular regard to the density and distribution of population and land uses.

(d) The specific changes recommended for the master plan or development regulations, if any, including underlying objectives, policies and standards or whether a new plan or regulations should be prepared.

(e) The recommendation of the planning board concerning the incorporation of redevelopment plans into the land use plan element of the municipal master plan, and recommended changes, if any, in the local development regulations necessary to effectuate the redevelopment plans of the municipality.

(f) The recommendations of the planning board concerning locations appropriate for the development of public electric vehicle infrastructure.

**WHEREAS**, N.J.S.A. 40:55D-28.2 (b) 2 includes additional required contents of the land-use element of the master plan including subsections (f) requiring a statement strategy for smart growth, storm resiliency and environmental sustainability, subsection (g) showing the existing and proposed location of public electric vehicle charging infrastructure and subsection (h) a required climate change-related hazard vulnerability assessment; and

**WHEREAS**, by adoption of Resolution 2022-1-3, on January 3, 2022, the Mansfield Township Committee appointed the Township professionals for 2022; and

**WHEREAS**, within said resolution, Environmental Resolutions, Inc. was appointed as Township Planner; and

**WHEREAS**, Edward Fox, PP, of Environmental Resolutions, Inc., in his prior position with the Burlington County Bridge Commission prepared and/or participated in the preparation of the prior Mansfield Township Master Plans and reexaminations; and

**WHEREAS**, on July 20, 2022, the Township Committee adopted Resolution 2022-7-10, authorizing and directing the Planning Board [sitting as a Joint Land Use Board pursuant to N.J.S.A. 40:55D-25 (c) (1)] to conduct a reexamination and update of the Township Master Plan and accepted and approved the proposal from the Township Planner, Edward Fox of Environmental Resolutions Inc., to prepare the update and re-examination of the Township Master Plan, subject to approval by the Planning Board; and

**WHEREAS**, said Proposal includes a general update of the master plan including eight specific elements as follows:

1. Goals and Objectives element.
2. Conservation plan element.
3. Farmland Preservation plan element.
4. Circulation plan element.
5. Climate change-related hazard vulnerability assessment.
6. Land-use plan element including any updates required by statute.
7. Housing and Fair Share Plan element (although the HE/FSP was updated in 2021, the proposed master plan update will include a synopsis of the housing and employment projections and a summary of the fair share plans affordable housing obligation commitments)
8. Planning interrelationships statement; and

**WHEREAS**, said Proposal included five (5) workshop meetings with a local master plan update steering committee, one informational presentation to the Planning Board, and a formal presentation and participation at two formal Planning Board public hearings, which could result in the final adoption of the Master Plan Update and Reexamination report; and

**WHEREAS**, the Township Committee finds that it is in the best interests of the residents of Mansfield Township to insure that said Master Plan Update and Reexamination is conducted with transparency and to insure the maximum public participation in this effort, the Township Committee hereby determines that it is essential to create a Master Plan Update Steering Committee to assist the Township and the Planning Board in the Master Plan Update and Reexamination process and to provide for the appointment of the members of same.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Committee of the Township of Mansfield, County of Burlington, State of New Jersey, that a Master Plan Update and Reexamination Steering Committee is hereby created and established to conduct meetings of a broad cross section of Township residents and business owners to formulate the basis for a vision plan for the future of Mansfield Township and the various Elements of the Master Plan Update and Reexamination report as set forth above, with emphasis on the Goals and Objectives Element; and

**BE IT FURTHER RESOLVED** that said Master Plan Update and Reexamination Steering Committee shall consist of the following members:

The Mayor (or his designee) and one member of the Township Committee, the second member to be appointed by the Mayor.

The Township Administrator.

The Chairperson of the Planning Board.

Emergency Management Coordinator/member of Environmental Commission

Two other Planning Board members, to be appointed by the Chairperson of the Planning Board.

Six other members of the public, who shall be residents of Mansfield Township, to be appointed by the Mayor.

The Mayor (or his designee) shall serve as chairperson the Steering Committee. The Chairperson of the Planning Board shall serve as Vice-Chair.

The Township Planner and the Secretary of the Planning Board (or her designee) shall be *ex-officio* non-voting members of the Steering Committee to assist the Steering Committee in the exercise of its duties, including scheduling, notices, meeting minutes and the like.

**RESOLUTION 2022-12-16**  
**RESOLUTION FOR THE TRANSFER OF FUNDS IN THE CURRENT FUND IN THE TOWNSHIP OF MANSFIELD FOR THE BUDGET YEAR 2022**

**BE IT RESOLVED** on this 21st day of December, 2022 by the Township Committee for the Township of Mansfield, County of Burlington, that from the surplus balance in the 2022 budget appropriations transfers be made as follows:

**CURRENT FUND: Inside the CAP to Inside the CAP / Outside the CAP**  
**OPERATING EXPENSES AND SALARIES & WAGES**

Transfer

Transfer

<u>Title</u>		<u>From</u>	<u>To</u>
<b><u>CURRENT FUND</u></b>			
Police	OE	5,000.00	
Streets & Roads	OE	8,000.00	
Municipal Court	OE	5,520.00	
Mayor & Committee	SW		10.00
Zoning Officer	SW		10.00
Police: Overtime	SW		5,000.00
Buildings & Grounds	OE		8,000.00
Interlocal Springfield Court	SW		1,000.00
Interlocal Southampton Court	SW		4,500.00

**RESOLUTION 2022-12-17  
RESOLUTION PROVIDING FOR THE INSERTION  
OF A SPECIAL ITEM OF REVENUE IN THE 2022 BUDGET  
PURSUANT TO N.J.S.A. 40A:4-87 (CHAPTER 159, PL 1948)**

**WHEREAS**, N.J.S.A.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 has been made available by law and the amount thereof was not determined at the time of the adoption of the budget, and

**WHEREAS**, said Director may also approve the insertion of any item of appropriation for an equal amount.

**NOW, THEREFORE, BE IT RESOLVED** on this 21st day of December, 2022 that the Township of Mansfield 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 2022 in the sum of \$1,305.76 which item is now available as an additional special item of revenue.

**BE IT FURTHER RESOLVED** that a like sum of \$1,305.76 be and the same is hereby appropriated under the caption of:

Section 1 (a)

State: Body Armor Fund	\$1,305.76
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**RESOLUTION 2022-12-18  
RESOLUTION FOR THE RELEASE OF PERFORMANCE BONDS  
MARGOLIS PHASE 2**

**WHEREAS**, CLPF Mansfield 2, LLC. c/o MRP Industrial posted Performance Bond Landscape Buffer, Number 1001151004 in the amount of \$308,820.00 and Performance Bond Safety & Stabilization, Number 1001151005 in the amount of \$139,362.03 on January 12, 2021 for the project associated with Margolis Warehouse Distribution Facility Phase 2 and;

**WHEREAS**, Mr. Brian Peterson, Sr. Vice President of Development, MRP Industrial has requested the release of said Performance Bond Landscape Buffer in the amount of \$308,820.00 and Performance Bond Safety & Stabilization in the amount of \$139,362.03 and;

**WHEREAS**, Remington & Vernick Engineers has recommended the release of said Performance Bonds, in communication dated December 6, 2022 and;

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Mansfield, County of Burlington, State of New Jersey, as follows:

1. Agrees to release the Performance Bond Landscape Buffer, Number 1001151004 in the amount of \$308,820.00 and Performance Bond Safety & Stabilization Number 1001151005 in the amount of \$139,362.03.
2. Remington & Vernick Engineers recommends posting of a Stormwater Maintenance Guarantee in the amount of \$28,080.30 and Landscape Buffer Maintenance Guarantee in the amount of \$46,323.00
3. Authorizes the Land Use Coordinator to forward a certified copy of this Resolution to MRP Industrial
4. The Land Use Coordinator is authorized and directed to forward the Performance Bonds to MRP Industrial

**AND IT IS FURTHER RESOLVED** by the Township Committee, as aforesaid, that this release is conditioned upon the payment of all fees incurred by the municipality to the engineer or other professionals in connection with any inspections and reports concerning the improvements covered by said bond or other performance guarantee; and if there be a sufficient sum held in escrow by the township for the purpose of paying for said inspections and reports, said escrow

may be utilized for that purpose and in the absence of a sufficient escrow said fees shall be paid by the obligor directly, pursuant to N.J.S.A. 40:55D(2)h.

**RESOLUTION 2022-12-19**  
**RESOLUTION ACCEPTING MAINTENANCE GUARANTEE**  
**CLPF MANSFIELD 2, LLC**

**BLOCK 47.01, LOT 11.02-MARGOLIS WAREHOUSE DISTRIBUTION FACILITY-PHASE 2**

**WHEREAS**, CLPF Mansfield 2 LLC. has performed the improvements of the Margolis Warehouse Distribution Facility – Phase 2; and

**WHEREAS**, per Remington & Vernick Engineers letter dated December 6, 2022, Stormwater Maintenance Guarantee in the amount of \$28,080.30 and Landscape Buffer Maintenance Guarantee in the amount of \$46,323.00 is required; and

**WHEREAS**, CLPF Mansfield 2, LLC. has submitted the Maintenance Bond No. 1001151008 in the amount of \$46,323.00 and Maintenance Bond No. 1001151009 in the amount of \$28,080.30

**WHEREAS**, the Township Solicitor, Timothy Prime, Esq. has received, reviewed and approved the Maintenance Bond, as to form.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Mansfield, County of Burlington and State of New Jersey that Bond No. 1001151008 and Bond No. 1001151009 is hereby accepted as the **Maintenance Guarantees** for CLPF Mansfield 2, LLC – Margolis Warehouse Distribution Facility, Phase 2., located at Block 47.01, Lot 11.02

**BE IT FURTHER RESOLVED**, by the Township Committee, as aforesaid, that this acceptance is conditioned upon the payment of all fees incurred by the municipality to the engineer or other professionals in connection with any inspection and report concerning the improvements covered by said maintenance guarantee; and if there be a sufficient sum held in escrow by the township for the purpose of paying for said inspections and reports, said escrow may be utilized for the purpose and in the absence of a sufficient escrow said fees shall be paid by the obligor directly, pursuant to N.J.S.A. 40:55D-53(2)h.

**RESOLUTION 2022-12-20**  
**RESOLUTION FOR REFUND OF VETERAN DEDCUTION**

**WHEREAS, APPLICATION FOR VETERAN DEDUCTION WAS APPROVED AND CREDIT APPLIED OF \$250.00 APPLIED ON 4<sup>TH</sup> QTR. 2022 ON OCTOBER 27, 2022; AND**

**WHEREAS**, property homeowner already paid his 2022 4<sup>th</sup> Qtr. property tax; and

**WHEREAS**, an overpayment is now on 2022 4<sup>th</sup> Qtr. and Joseph Radice is due a refund.

**NOW, THEREFORE BE IT RESOLVED**, that the Township Committee of the Township of Mansfield, County of Burlington, State of New Jersey at their regular meeting held on December 7, 2022 hereby authorizes the refunding of the following to Joseph Radice by the Tax Collector.

<u>Block</u>	<u>Lot</u>	<u>Property Owner</u>	<u>Amount</u>
23.03	29	Joseph Radice	\$250.00

**RESOLUTION 2022-12-21**  
**RESOLUTION AUTHORIZING THE AWARD OF TOWING CONTRACTS**  
**IN THE TOWNSHIP OF MANSFIELD, COUNTY OF BURLINGTON, AND STATE OF NEW JERSEY**

**WHEREAS**, there is a need for the Township of Mansfield to have a list of towers to be utilized in the Township of Mansfield; and

**WHEREAS**, pursuant to Township Ordinance 2012-10, a maximum number of towers to be approved is seven (7), and should any of the first towing companies be disqualified for any reason or withdrawn by the applicant, the township will move down the list to maintain its total of seven (7) towers; and

**WHEREAS**, the Township received five (5) applications for the year 2023; and

**WHEREAS**, the Chief of Police has reviewed and submitted the names of the applicants that were deemed eligible and to be called on a rotating basis; and

**NOW, THEREFORE, BE IT REOLVED** by the Township Committee of the Township of Mansfield, County of Burlington, and State of New Jersey, that:

The Mansfield Township Committee hereby awards contract with below listed applicants effective January 1, 2023:

Flynn's Towing  
USA Towing  
Haines Towing

High Gear  
Johnson Specialized Transportation, Inc.

**RESOLUTION 2022-12-22**

**RESOLUTION APPROVING THE SUBMITTAL OF GRANT APPLICATION AND EXECUTION OF GRANT CONTRACT WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION FOR LOCAL FREIGHT IMPACT FUND 2023 – LFIF-2023 RECONSTRUCTION OF MANSFIELD ROAD WEST-00010**

**WHEREAS**, the Township of Mansfield, County of Burlington, is desirous of submitting a grant application with the New Jersey Department of Transportation for FY 2023; and

**WHEREAS**, the Mansfield Township Engineer and Administrator have recommended the submittal of application and execution of grant contract for Local Freight Impact Fund 2023 – LFIF-2023 reconstruction Of Mansfield Road West-00010

**WHEREAS**, that the Township Committee of the Township of Mansfield, County of Burlington formally approves the grant application to improve truck access, routing and mobility along the local roadway system (e.g. added lanes, signal optimization, road widening, ITS upgrades).

**NOW, THEREFORE, BE IT RESOLVED**, the Mayor and Municipal Clerk are hereby authorized to submit an electronic grant application identified as Local Freight Impact Fund 2023 – LFIF-2023 reconstruction Of Mansfield Road West-00010 on behalf of Mansfield Township.

**BE IT FURTHER RESOLVED** that the Mayor and Municipal Clerk are hereby authorized to sign the grant agreement on behalf of the Township of Mansfield and that their signatures constitute acceptance of the terms and conditions of the grant agreement and approves the execution of the grant agreement.

**RESOLUTION 2022-12- 23**

**RESOLUTION APPOINTING ERIC J. CAMPBELL AS CHIEF OF THE MANSFIELD TOWNSHIP POLICE DEPARTMENT**

**WHEREAS**, the Mansfield Township Police Department and the Mansfield Township Committee have promulgated a list of eligible candidates, who are qualified for appointment to the position of Chief of Police; and

**WHEREAS**, a vacancy presently exists in said position;

**WHEREAS**, the Chief’s salary is to be compensated at a rate of ten (10%) percent above the Lieutenant’s salary.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Mansfield, County of Burlington, and State of New Jersey, that

**ERIC J. CAMPBELL**

was found to meet the qualifications that best meets the needs of the department and is hereby appointed Chief of Police for the Mansfield Township Police Department effective January 1, 2023

**BE IT FURTHER RESOLVED** that the salary compensation for said promotion and position is \$129,270.35 for the calendar year 2023.

**RESOLUTION 2022-12-24**

**RESOLUTION PROMOTING SERGEANT DANIEL PACHUTA TO THE RANK OF LIEUTENANT FOR THE MANSFIELD TOWNSHIP POLICE DEPARTMENT**

**WHEREAS**, the Mansfield Township Police Department and the Mansfield Township Committee have promulgated a list of eligible candidates who are qualified for appointment to the position of Lieutenant; and

**WHEREAS**, the Township has conducted examinations pursuant to accepted law enforcement procedures regarding promotion of individual Sergeant; and

**WHEREAS**, the Lieutenant’s salary is to be compensated at a rate of ten (10%) percent above the highest paid sergeant’s base pay and Longevity; and

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Mansfield, County of Burlington and State of New Jersey that the following individual is hereby promoted to the rank of Lieutenant effective January 1, 2023:

**Daniel Pachutta** Lieutenant Mansfield Township Police Department

**BE IT FURTHER RESOLVED** by the Township Committee of the Township of Mansfield, County of Burlington, State of New Jersey, that the salary compensation for said promotion is \$117,518.50 for the calendar year 2023.



**RESOLUTION 2022-12-25**  
**RESOLUTION PROMOTING RICHARD FEENEY**  
**TO THE RANK OF SERGEANT FOR THE**  
**MANSFIELD TOWNSHIP POLICE DEPARTMENT**

**WHEREAS**, a vacancy exists in the rank of Sergeant within the Mansfield Township Police Department; and

**WHEREAS**, promotional process was initiated to select the most qualified individual for said position; and

**WHEREAS**, Patrolman Richard Feeney had met all criteria necessary.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Mansfield, County of Burlington and State of New Jersey that Patrolman Richard Feeney is hereby promoted to the rank of Sergeant.

**BE IT FURTHER RESOLVED** by the Township Committee of the Township of Mansfield, County of Burlington, State of New Jersey, that the salary compensation for said promotion is \$98,026.00 with \$1,500.00 in Longevity for a total salary of \$99,526.00 for the calendar year 2023.

**RESOLUTION 2022-12-26**

**RESOLUTION APPROVING AN INCREASE IN RATE OF PAY FOR MEGAN LIEDTKA, FROM THE MANSFIELD TOWNSHIP CONSTRUCTION DEPARTMENT**

**WHEREAS**, with the increase of workload within the Mansfield Township Construction Department there is a need for additional inspectors to assist the Plumbing Sub-Code Official in completing all necessary inspections; and

**WHEREAS**, Megan Liedtka has been employed by Mansfield Township since January of 2022 working in the capacity of Technical Assistant in the Construction Department; and

**WHEREAS**, Ms. Liedtka expressed interest in said position and with the understanding that after she had successfully completed the Plumbing Inspector ICS course she would be re-evaluated and considered for a salary increase; and

**WHEREAS**, Ms. Liedtka has shown exceptional work ethics and capabilities and the Construction Code Official, Jeffrey Jones, along with the Township Committee, are satisfied with the performance of Ms. Liedtka and wish to assist, with future requirements to become, the Plumbing Sub-Code Official; and

**WHEREAS**, Ms. Liedtka had successfully completed said Plumbing Inspector ICS Course through the State of New Jersey on December 15, 2022.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Mansfield, County of Burlington, and State of New Jersey at their regular meeting held on December 21, 2022 that the salary for Mrs. Liedtka is hereby increased by \$5,000.00 together with such regular raises that shall be provided to all non-contractual personnel in the Township, as well as all benefits afforded to her through her full-time positions, effective as of December 19, 2022.

**RESOLUTION 2022-12-27**

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH REMINGTON AND VERNICK ENGINEERS, FOR THE ENGINEERING/DESIGN, BID DOCUMENTS/SPECIFICATIONS, BIDDING/ADVERTISEMENT SUPPORT, CONTACT ADMINISTRATION AND CONSTRUCTION OBSERVATION SERVICES FOR IMPROVEMENTS TO CHESTERFIELD-GEORGETOWN ROAD**

**WHEREAS**, Remington and Vernick has submitted a proposal on October 27, 2022 (attached hereto and made a part hereof as Exhibit A) in an amount not to exceed \$5,695.00 to provide the engineering services required for the engineering/design, bid documents/specifications, bidding/advertisement support, contact administration and construction observation services for improvements to Chesterfield-Georgetown Road (from Bordentown-Chesterfield Road (CR 545) to Georgetown Road).

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Mansfield, County of Burlington, and State of New Jersey at their regular meeting held on December 21, 2022, at the Municipal Complex at 7:00 PM that:

1. The Township Committee hereby authorizes the execution of a contract to Remington Vernick Engineers for the Engineering/Design/Bid Documents/Specifications/Bidding/Advertisement Support, Contact Administration and Construction Observation Services for Improvements to Chesterfield-Georgetown Road (from Bordentown-Chesterfield Road (CR 545) to Georgetown Road) for a sum not to exceed \$5,695.00, as set forth in detail in Exhibit A.
2. This award is made available through the following account:  
01 201 20 165 127

3. The Mayor and Township Clerk are hereby authorized to execute a contract and any related documents in a form substantially the same as that included in the specifications.

#### RESOLUTION NO. 2022-12-28

#### RESOLUTION AUTHORIZING EXECUTION OF THE AMENDED SETTLEMENT AGREEMENT FOR THE TOWER GATE INDUSTRIAL ALTERNATE AFFORDABLE HOUSING DEVELOPMENT

**WHEREAS**, Tower Gate Associates (“Owner”) is the fee simple owner of certain real property consisting of approximately 118.53 acres located in the Township at the intersection of U.S. Route 130 and Kinkora Road and designated as Block 70, Lot 6.02 on the official tax map of the Township; and

**WHEREAS**, Developer is the contract purchaser of the Owner Parcels and Developer’s affiliated entity is the contract purchaser of Block 70, Lot 6.01 on the official tax map of the Township (together with Owner Parcels, the “Property”); and

**WHEREAS**, Owner filed a lawsuit in the New Jersey Superior Court, Burlington County, against Mansfield Township and the Mansfield Township Planning Board (the "Litigation"), challenging the Township's satisfaction of its constitutional affordable housing obligation and seeking to construct an inclusionary development on the Property as part of a builder’s remedy; and

**WHEREAS**, Owner and the Township entered into a November 18, 2019, Settlement Agreement, as amended by the First Amendment dated December 19, 2019, to resolve the Litigation (as amended, the "Original Settlement Agreement"); and

**WHEREAS**, the Original Settlement Agreement anticipated the development of an inclusionary development on the Property (the "Original Project") to satisfy, in part, Mansfield's Mount Laurel constitutional affordable housing obligation for the Third Round (1999-2025); and

**WHEREAS**, the Original Project was included in Mansfield's court approved Housing Element and Fair Share Plan (“HEFSP”); and

**WHEREAS**, the Original Settlement Agreement and the Original Project proposed an inclusionary affordable housing development consisting of five hundred and sixty (560) residential dwelling units, such that a maximum of ninety six (96) “affordable” housing units and four hundred and sixty four (464) “market” housing units were proposed for the Property, along with up to forty thousand five hundred (40,500) square feet of retail space; and

**WHEREAS**, upon acquiring title ownership of the Property, Developer has proposed to construct the maximum ninety six (96) “affordable” housing units contemplated in the Original Settlement Agreement and Original Project, but further proposes to construct an industrial development on the Property, rather than the market-rate multi-family apartments, townhomes, and retail space contemplated in the Original Settlement Agreement (the “Tower Gate Industrial Alternate Affordable Housing Development”); and

**WHEREAS**, Developer, with the Owner’s consent, has proposed to amend the Original Settlement Agreement with an Amended Settlement Agreement allowing the Developer to proceed with the Tower Gate Industrial Alternate Affordable Housing Development, to develop the Property for an industrial use and to construct the maximum number of 96 affordable housing units upon which the Township and the Owner previously agreed in the Original Settlement Agreement; and

**WHEREAS**, the Amended Settlement Agreement for the Tower Gate Industrial Alternate Affordable Housing Development will consist of the following terms:

1. Authorizing the development of industrial uses on the property not to exceed 1,100,000 s.f. of total building space, including a minimum building setback between the property and Crystal Lake Park of 100 feet with a 30 feet landscape buffer.

2. The industrial uses will replace all of the 464 market homes and the retail development previously proposed to subsidize the development of the 96 affordable housing units on the property that are required by Mansfield’s court approved HEFSP.

3. The 96 affordable housing units will be constructed and will be subject to all COAH regulations, including phasing regulations requiring the affordable housing to be built prior to the completion of the industrial development.

4. The developer will deed restrict other properties in the Township, subject to approval by the Township Committee, preventing future development on said properties by way of either farmland preservation or open space deed restriction.

5. The Township Committee will refer the Property to the planning board for confirmation that the site qualifies as an area in need of redevelopment, under “smart growth planning principals adopted pursuant to law or regulation” as set forth in the New Jersey Redevelopment and Housing Law, N.J.S.A.

40A:12A-5(h), as an affordable housing development necessary for the Township to meet its Supreme Court mandated constitutional obligation to provide for its regional share of affordable housing. The developer and the Township will then enter into a financial agreement providing for an annual service charge in lieu of regular property taxes on the industrial improvements and the 96 affordable housing units. The amount of the Annual first 10 years of the pilot agreement Annual Service Charge will be pre-paid by the redeveloper.

6. Any proposed plan submitted to the Joint Land Use Board for approval will be subject to a condition that the developer construct a private road configuration to insure that Kinkora Road will not be used for truck traffic to and from the project, although it may be used for other traffic to and from the project as well as local traffic.

**WHEREAS**, the Township Attorney has recommended approval of the Amended Settlement Agreement based on the Township Committee's finding that replacing 464 residential dwellings and eliminating the concurrent municipal budget impacts and demand on municipal services benefits the residents of Mansfield Township and the Township as a whole. In addition, the deed restriction of additional open space/farmland preservation parcels, the 10 year pre-paid pilot annual service charge in lieu of regular property taxes, and the private road eliminating truck traffic on Kinkora Road represent significant and important additional benefits to the municipality; and

**WHEREAS**, upon receipt of all approvals for the Tower Gate Industrial Alternate Affordable Housing Development, the original settlement agreement, and the Ordinance permitting the Original Project, will be terminated and replaced with the Tower Gate Industrial Alternate Affordable Housing Development; and

**WHEREAS**, as authorized by the Township Committee adoption of Resolution 2022-12-2, the Township Attorney has completed negotiation of the Amended Settlement Agreement for the Tower Gate Industrial Alternate Affordable Housing Development, a copy of said agreement attached hereto and made a part hereof as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Mansfield, County of Burlington and State of New Jersey that the Mayor and Clerk and all required Township officials are hereby authorized to execute and deliver the Amended Settlement Agreement for the Tower Gate Industrial Alternate Affordable Housing Development, in substantially the form as attached hereto and made a part hereof as Exhibit A, subject to any modifications required by the Township Attorney prior to signature.

**BILL LIST: Regular and Escrow**

A motion was offered by Committeeman Golenda and second by Deputy Mayor Ocello to approve the bill list as submitted. Motion carried on a Roll Call Vote, recorded as follows:

**AYE: SISZ, OCELLO, TALLON, GOLEND, MOJENA**  
**NAY: NONE ABSENT: NONE ABSTAIN: NONE**

**MINUTES: December 7, 2022**

A motion was offered by **Deputy Mayor Ocello** and second by **Committeeman Sisz** to approve the minutes of December 7, 2022. A Roll Call Vote was taken as follows:

**AYE: OCELLO, SISZ, TALLON, MOJENA**  
**NAY: NONE ABSTAIN: NONE NOT VOTING: GOLEND**

**MINUTES: December 12, 2022**

A motion was offered by **Committeeman Sisz** and second by **Deputy Mayor Ocello** to approve the minutes of the December 12, 2022 meeting. Motion carried on a Roll Call Vote, recorded as follows:

**AYE: SISZ, OCELLO, TALLON, MOJENA**  
**NAY: NONE ABSTAIN: NONE NOT VOTING: GOLEND**

**EXECUTIVE SESSIONS MINUTES: May 5, 2022; June 15, 2022; July 20, 2022; September 21, 2022, October 18, 2022; November 2, 2022**

A motion was offered by **Committeeman Sisz** and second by **Deputy Mayor Ocello** to approve the minutes as listed above. Motion carried on a Roll Call Vote, recorded as follows:

**AYE: SISZ, OCELLO, TALLON, MOJENA**  
**NAY: GOLEND ABSTAIN: NONE**

**NEW BUSINESS**

**Mayor Mojena** thanked all the volunteers who worked on various committees and noted that Todd Wirth has served on the Environmental Commission many years with honor and distinction but will be leaving this year. He thanked all the residents who work hard serving our community and looked forward to working with volunteers in the coming year.

#### **PUBLIC COMMENT**

Joseph VanMater, 26954 Mt. Pleasant Road, asked when the settlement agreements discussed this evening be visible to the public. **Attorney Prime** noted the JLUB has to approve the agreements at the December 27<sup>th</sup> meeting, after which they will be signed and will then be available.

Todd Kokotajlo, 12 Summerhill Court, also contributed to the recognition of Dorothy Wirth and said he gained a lot of knowledge and experience from her as a member of the Commission as well as others members. He encouraged spreading the word for residents to be a part of the Master Plan review as well as being active in the community in other ways.

Carl Schwartz thanked everyone, especially those behind the scenes including volunteers for committees, fire department, fire prevention, police, etc, who do a lot of work for the people of this community. This includes members of the Committee.

Colleen Herbert, 2 Millennium Drive, asked if Mansfield would consider CO's for resales rather than just Smoke Certificates for residential as the majority of communities in Burlington County do have the CO. She felt this would protect residents.

Tom Stevenson, Hedding-Jacksonville Road, Springfield Township, a member of the Historical Society and the Craft's Creek Springhill Brook Watershed Association, said he was happy that Mansfield is reviewing its Master Plan. He noted that the 250<sup>th</sup> anniversary of our country is coming up. However, the Petticoat Bridge Battle Site and the Mt. Hope Site is not included in the map of historical sites of significance in the township Master Plan. Although the Mt. Hope identification marker is missing, he felt it should be replaced. Pride in our history should be reflected as the 250 Anniversary is coming up. He hopes a correction is made in the Master Plan. He also noted that Revolutionary War soldiers are buried in the old Mansfield Friend's Cemetery which has been vandalized, much to his dismay. He asked for the site to be restored and help support the heritage of the Quakers. He hoped the cemetery will be restored and preserved.

Judy Koch, 1135 Smithville Road, Springfield Township, commented on the burial ground behind the original Quaker Meeting House and said her ancestors are buried there. She was active as a Quaker and said that, when first using the burial area, no markers were used. She felt the people deserve more attention than getting rid of them as the burial ground is torn up now. **Attorney Prime** advised Mrs. Koch that this is private property and nothing will be developed on the property. Test were done to make sure no remains were in the area of the development.

Tom Stevenson asked about the detention basin. He was told it is on the property of the developer, not the property of the cemetery. Mayor Mojena explained further that there will be no building on the area of the burial sites. Administrator Fitzpatrick added that this is out of our hands. Mr. Stevenson questioned whether there is an agency jurisdictional review. Again, he was told it is our of our hands.

Veronica Stevenson, a resident of Springfield Township residing at 1032 Jacksonville Road, expressed concern over the PRM Aquifer and the marginal area where NJ American Water dug wells in Springfield Township. With the new development proposed, she was concerned that there may not be enough water for the residents and farmers. Administrator Fitzpatrick said meetings had been held with the DEP as well as New Jersey American Water along those lines who has indicated there is no chance of running out of water. Committeeman Tallon felt it is a concern that, although right now everything is ok, at the rate of use, there may be a problem. Ms. Stevenson said she had reason to doubt the DEP and felt we are in danger of serious water shortage. We have to protect our water as well as our food supply. She asked the Committee to please consider the aquifer. Mayor Mojena noted that we do rely on the decisions of the DEP. The best we can do it to continue the awareness and expressing our concern.

Joseph VanMater, 26954 Mt. Pleasant Road, felt Ms. Stevenson brought up a good point and referred to a recent meeting wherein it was discussed having NJ American Water and the DEP present at a Township Committee meeting. He questioned the status of this. **Mayor Mojena** said the DEP was approached to attend a meeting. They responded saying they will get back to us when they are available. They will be approached again.

Vic Ramos, 133 Georgetown Road, asked if it is possible to reach out to Pulte to set aside a half to one acre on Petticoat Bridge Road for a park. **Mayor Mojena** said he has met with various Historical Societies in regard to this site which has sat dormant for many years. He would like to meet with the owners of the property to determine the status and, if there is planned development in the near future, we

would like to determine the historical significance and if they are willing to preserve some for this purpose. Mr. Ramos thanked everyone for their service.

**Deputy Mayor Ocello**, in speaking of his final year as Committeeman, said he has learned a lot about the township and how it operates over the past 3 years. However, he said he will still be involved and available when needed. He thanked **Administrator Fitzpatrick, Linda, Ashley, Bonnie and Jef** and the other departments that help run the township. He thanked **Mayor Mojena** and said he had been happy to work with such a nice group of people. He wished all a Happy New Year and the other holidays. He then made a motion to present a Resolution by amending the agenda to include said Resolution. The motion was second by **Committeeman Tallon** and passed.

#### **RESOLUTION NO. 2022-12-29**

#### **CENSURE OF TOWNSHIP COMMITTEE MEMBER DANIEL GOLEND**

**WHEREAS**, by adoption of Mansfield Township Ordinance 2022 – 2, the Township Committee established "Rules and Regulations of the Township Committee"; and

**WHEREAS**, the express purpose of the Ordinance is to “enact regulations in a manner which ensures the orderly and efficient conduct of Township Committee meetings for the benefit safety, health and welfare of residents of the Township and the public at large”; and

**WHEREAS**, Section D (4) of said Ordinance provides that, "all persons, including members of the Township Committee, attending any Township Committee meeting shall observe order and decorum during the meeting."; and

**WHEREAS**, Section D (3) of Ordinance 2022-2 provides that public meetings of the Township Committee shall be conducted pursuant to the latest edition of Roberts Rules of Order; and

**WHEREAS**, under Roberts Rules of Order, 12<sup>th</sup> Ed., Chapter XX Discipline of Members and Guests, every organization has the “ultimate right to make and enforce its own rules and to require that its members refrain from conduct injurious to the organization or its purposes.” (§61.1), and

**WHEREAS**, punishments that can be imposed generally fall under the headings of censure, fine (if authorized by the bylaws), suspension or expulsion (§61.2); and

**WHEREAS**, it is possible to adopt a motion to censure without formal disciplinary procedures (§61.2, fn. 1); and

**WHEREAS**, Committeeman Daniel Golenda has consistently and repeatedly violated the provisions of the Ordinance 2022-2, as follows:

Engaging in threatening and unwelcome physical contact including physically obstructing the exit way of several individuals while leaving the dais after a meeting was adjourned

Interrupting members of the Township Committee during debate

Addressing members of the Township Committee in a loud and threatening manner

Engaging in verbal attacks and other unprofessional behavior against Township employees as well as members of the Township Committee

Uttering profane language, making threatening comments in the presence of the Administrator, Clerk, Deputy Clerk, Chief Financial Officer and members of the Township Committee during executive session. During said executive session

Committeeman Golenda exhibited physically threatening actions and gestures prompting Township personnel to summon the Sergeant at Arms; and

**WHEREAS**, Committeeman Golenda has repeatedly exhibited conduct unbecoming of an elected official, at times exhibiting childish like tantrums and other immature behavior; and

**WHEREAS**, Township Committee executive sessions are closed meetings of the governing body requiring participants to work in close proximity, and as a direct result of Committeeman Golenda’s unprofessional, erratic and threatening conduct, the Township Committee was compelled to forgo in person executive meetings in order ensure the safety of meeting participants; and

**WHEREAS**, said accounts and behaviors have been witnessed and attested to by multiple individuals including Township Employees, Township Professionals and members of the Township Committee, and members of the public; and

**WHEREAS**, Committeeman Daniel Golenda has made numerous false accusations against Township employees, members of the Township Committee and vendors/professionals serving the Township; and

**WHEREAS**, Committeeman Daniel Golenda has repeatedly used social media to harass, insult and attack members of the community as well as current and past members of the Township Committee. As a sitting member of the Committee Mr. Golenda has used social media

to make defamatory and inflammatory statements as well as false and baseless accusations including but not limited to;

Being rude, condescending and disrespectful on a consistent basis to Township residents, Township vendors and professionals as well as current and past members of the Township Committee.

Being indignant and intolerant to opposing points of view, and sarcastic to resident questions, comments.

Making baseless and false accusations against members of the public and current & past members of the Township Committee.

Using social media on August 20, 2021, to harass and insult a member of the community including making lewd and suggestive jokes and comments. Also being demeaning, disrespectful, dismissive and rude to said Township resident.

Using social media to harass, insult and make false/baseless accusations against members of the community, current and past members of the Township Committee Township, professionals including **but not limited** to on the following dates;

August 20, 2021

August 27, 2021

September 7, 2021

September 20, 2021

September 24, 2021

September 25, 2021

January 4, 2022

April 7, 2022

June 6, 2022

July 7, 2022

July 7, 2022

July 11, 2022

July 17, 2022

July 28, 2022

August 1, 2022

August 3, 2022

September 29, 2022

October 9, 2022

December 8, 2022

December 13, 2022; and

**WHEREAS**, Committeeman Daniel Golenda via his conduct and use of social media has repeatedly propagated rancor, division, hostilities withing the community; and

**WHEREAS**, Committeeman Golenda has consistently and repeatedly violated his duties and responsibilities as an elected member of the Mansfield Township Committee, as follows:

By abstaining from votes of the Township Committee on matters of public importance, without legal justification or cause.

By interfering with the Township Administrator and Township Clerk and preventing them from performing their statutory duties and responsibilities through harassing and challenging emails, telephone calls and unscheduled appearances at the municipal building in the presence of other employees; and

**WHEREAS**, Committeeman Golenda by virtue of his conduct has created an intimidating, toxic and unsafe working environment for Township employees and members of the Township Committee; and

**WHEREAS**, Committeeman Daniel Golenda has consistently engaged in making false and baseless claims, allegations and defamatory accusations against a wide range of individuals including Township employees, Township professionals and current & past members of the Township Committee; and

**WHEREAS**, Committeeman Daniel Golenda's behavior has required the expenditure of significant time by the Township Solicitor as well as Township Labor Attorney resulting in additional costs for legal and professional services. Said additional legal costs were not planned or accounted for in the Township budget and must now be borne by the tax payers of Mansfield Township.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Mansfield, County of Burlington and State of New Jersey that Township Committee member Daniel Golenda is hereby censured by the Township Committee, hereby

advised that his conduct as a member of the Township Committee is utterly unacceptable and hereby admonished; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Township Committee will take all necessary measures to preserve the integrity and professionalism of public meetings for the Township Committee and for the public attending said meetings; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Township Committee will take all necessary measures to insure a safe, fulfilling and rewarding working environment for Township employees and professionals; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that the Township Committee will take all necessary measures to ensure the privacy and confidentiality of individuals affected by Committeeman Golenda's conduct. The Township Committee will also take all necessary steps to protect said individuals from unjust scrutiny, retaliation or reprisal; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that Committeeman Golenda will not be permitted to participate in Township meetings in person. Committeeman Golenda will be restricted to attend Township Committee meetings strictly via remote access. Participation in events other than Township meetings will be determined by the Township Committee on a case-by-case basis as required; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that Committeeman Golenda is henceforth restricted from appearing at the municipal building without prior notification, approval and with an appointment made in advance. Committeeman Golenda will relinquish keys to the municipal building that are in his possession and return said keys to the Township immediately; and

**NOW, THEREFORE, BE IT FURTHER RESOLVED** that any further rude, unprofessional or disruptive behavior from Committeeman Golenda may result in muting during meetings and or additional restrictions as required to maintain the integrity of public meetings and provide a safe and constructive working environment in the best interest of the public attending said meetings.

**Committeeman Tallon** said he did not know what the motion was going to be before it was brought forward. He asked to withdraw his motion. However, he was advised that the motion was to amend the agenda.

A motion was offered by **Committeeman Ocello** and second by **Committeeman Siz** to adopt Resolution 2022-12-29.

**Committeeman Tallon** felt that, although he is not arguing any of the points in the Resolution, **Committeeman Golenda** needs a chance to defend himself before a vote was taken.

**Committeeman Golenda** asked if there was any burden of evidence to support the claims.

**Attorney Prime** said the resolution speaks for itself. There is no need to prove anything in the resolution. It is a question of whether the Committee wants to vote for it as they are seeking to enforce Ordinance 2022-2 concerning the decorum at public meetings.

**Committeeman Golenda** responded saying a claim can be made and there is no substantiation whatsoever as long as it gets voted on?

**Attorney Prime** said there is no claim being made. A Resolution is on the table. It's been read in public and the committee has to vote on it one way or the other.

**Committeeman Golenda** said that is not accurate as the Resolution involves many claims of him supposedly behaving a certain way.

Again, **Attorney Prime** said a motion has been made and second. It is on the table and needs to be voted on by the Township Committee. It speaks for himself.

**Committeeman Golenda** responded asking if his answer is no, there is no need to substantiate the claims made.

Again, **Attorney Prime** said it speaks for itself.

**Committeeman Golenda** said he feels he is being punished because he raised an ethical concern about our Solicitor back in September and it was unanswered although he followed up many times. Now he said he is being punished for it.

A Roll Call Vote was taken on the motion on the table as follows:

**AYE: OCELLO, SISZ, MOJENA**  
**NAY: TALLON, GOLEND**

**Mayor Mojena** wished all a happy holiday, Merry Christmas and Happy Hanukkah and a safe, wonderful, and prosperous New Year.

**MOTION TO ADJOURN**

A motion was offered by **Committeeman Ocello** and second by **Committeeman Sisz** to adjourn. Motion carried.

Prepared by:

Respectfully submitted by:

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Barbara A. Crammer, Deputy Clerk

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Linda Semus, RMC, CMR  
Municipal Clerk