

**TOWNSHIP OF MANSFIELD  
BURLINGTON COUNTY  
MEETING MINUTES  
NOVEMBER 26, 2019  
Regular & Executive Session: 7:00PM**

The Regular Meeting of the Mansfield Township Committee was held on the above mentioned date with the following in attendance: **Mayor Sean Gable, Deputy Mayor Michael Magee, Committeeman Robert Higgins, Committeeman Frederick Cain, Committeewoman Janice DiGiuseppe, Township Administrator Michael Fitzpatrick, Township Engineer Doug Johnson, Township Solicitor John Gillespie, CFO Bonnie Grouser, Deputy Clerk Caitlin Midgette, and Municipal Clerk Linda Semus.**

**Mayor Gable** called the meeting to order at 7:00PM.

The following opening statement read by **Municipal Clerk Semus**:

“Public notice of this meeting pursuant to the “Open Public Meetings Act NJSA 10:4-6 to 10:4-21 has been satisfied. Adequate notice of this meeting was properly given via Resolution 2019-3-14 which was adopted by the Mansfield Township Committee on March 20, 2019. Said Resolution was transmitted to the Burlington County Times, Trenton Times and to the Clerk of the Township of Mansfield, posted on the official Bulletin Board of the Municipal Complex, posted on the official website, filed with the members of this body and mailed to each person who has prepaid any charge fixed for such service. All of the mailings, posting, and filing having been accomplished as of March 21, 2019.”

The above was followed by the Flag Salute and a moment of silence.

**ENGINEER’S REPORT**

**Township Engineer Johnson** summarized the Engineer’s Report as follows: a revised scope of work will be submitted for the boiler; the FY2020 DOT Trust Fund grant application for Railroad Ave has been approved in the approximate amount of \$231,500; the Mansfield Road East Phase I and II projects have been completed and the township is waiting for reimbursement from the State; the Mt. Pleasant Road project has been completed and core testing samples have been submitted; and the water main extension to the Margolis Warehouse Project is still underway, and the sewer main extension is set to begin this winter.

A motion was offered by **Committeeman Cain** and seconded by **Committeewoman DiGiuseppe** to approve the Engineer’s Report. Motion carried.

**FINANCE: Best Practices Review**

**CFO Grouser** stated that the State requires the township to file a best practices report through which the State gains vital information of the practices of municipalities throughout New Jersey. There was a total of 84 questions this year, divided between several categories. The State requires that a municipality score 30 points or greater in order to receive the full amount of State aid. Mansfield scored 39.5 points out of a total possible 46 points.

**ORDINANCE: FIRST READING/INTRODUCTION**

**ORDINANCE 2019-18**

**AN ORDINANCE TO AMEND CHAPTER 21B OF THE CODE OF THE TOWNSHIP OF MANSFIELD  
ENTITLED “EMERGENCY MEDICAL SERVICES”**

**WHEREAS**, the Township of Mansfield has engaged the services of the Mansfield Township Ambulance Corps (“MTAC”) for at least the last fifteen (15) years to provide emergency medical services to the residents of the Township of Mansfield; and

**WHEREAS**, the Township Committee recently determined that, in lieu of entertaining Requests for Proposals in response to a competitive contracting process, that it preferred to employ the provisions of N.J.S.A. 40:5-2 to make contributions to the Mansfield Township Ambulance Corps in exchange for the MTAC agreeing to continue to provide emergency medical services to the residents of the Township; and

**WHEREAS**, N.J.S.A. 40:5-2 allows any municipality to “make a voluntary contribution of not more than Seventy Thousand Dollars (\$70,000.00) annually to any duly incorporated first aid and emergency or volunteer ambulance or rescue squad association...of any [the] municipality, rendering service generally throughout the municipality”; and in addition, if the association experiences extraordinary need, the municipality may contribute an additional amount of not more than Thirty Five Thousand Dollars (\$35,000.00) annually, so long as the need for such additional funds is established by the association and is directly related to the performance of said association’s duties, and where the contribution exceeds Seventy Thousand Dollars (\$70,000.00), the Township’s Chief Financial Officer

must receive an audit performed by a certified public account or a registered municipal account of each the association's financial records for the current year; and

**WHEREAS**, N.J.S.A. 40:5-2 also allows the municipality to appropriate such additional sums as it may deem necessary for the purchase of first aid, ambulance, rescue or other emergency vehicles, equipment, supplies and materials for use by these associations, the title to which shall remain with the municipality, provided that the funds are controlled and disbursed by the municipality; and

**WHEREAS**, MTAC has been using, in addition to other equipment and vehicles, ambulances, vehicles and equipment purchased by and titled to the Township of Mansfield; and

**WHEREAS**, MTAC desires to continue to provide emergency medical ambulance/rescue squad services to the Township of Mansfield, on a 24-hour per day, 7-day per week schedule, to meet the health, safety and welfare needs of the Township's residents and citizens; and

**WHEREAS**, MTAC agrees to perform such services, as proposed, in compliance with N.J.A.C. 8:40-1-1, and any and all other federal, state, county and local rules, regulations or requirements; and

**WHEREAS**, MTAC is also the tenant, under a ninety-nine (99) year lease, which runs through the year 2101, and payment for which has been fully satisfied by MTAC with a payment of Seventy Two Thousand Five Hundred Dollars (\$72,500.00) beginning in the year 2002, of the Township-owned first aid/emergency services building, such that MTAC already has the exclusive right to use said building due to said lease; and

**WHEREAS**, the Township's insurance consultant, and the Municipal Joint Insurance Fund of which the Township is a constituent member, have advised the Township that it is most cost-effective to insure MTAC and its operations, through the municipality, which the Township's insurance consultant also indicated is a common practice among municipalities, which cover organizations such as this under their various Joint Insurance Fund insurance policies, and which policies include both general liability insurance and workers' compensation coverage; and the insurance consultant further advised the Township that maintaining MTAC on the Township's Joint Insurance Fund insurance coverage will also allow the Township to ensure safety compliance from the organization; and

**WHEREAS**, MTAC has advised the Township that it is able to undertake these services in exchange for the contributions contemplated under N.J.S.A. 40:5-2, if the Township were to also facilitate the employment of an emergency medical services administrator, who would be employed by the Township, but would work closely and on a day-to-day basis with MTAC; and

**WHEREAS**, the Township Committee deems it to be in the best interests of the residents and citizens of the Township of Mansfield to facilitate said employment.

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

**ARTICLE I. AMENDED SECTIONS.**

A. Section 21B-2 of the Code of the Township of Mansfield titled "Emergency Medical Services (EMS) Administrator" shall be repealed and replaced in its entirety with the following:

**21B-2. Emergency Medical Services (EMS) Administrator.**

- "A. Creation; Purpose. The Emergency Medical Services Administrator shall be employed by the Township. This position supports organizational goals by providing efficient communication between the Township Committee and MTAC, along with operational and strategic support to MTAC, thereby demonstrating a commitment to partnership and cooperation, fiscal responsibility, and participation in performance improvement efforts, to ensure a high standard of emergency medical care and dispatch.
- "B. Appointment. The EMS Administrator shall be appointed by the Township Committee, giving due consideration to recommendation(s) for said position by MTAC.
- "C. Duties. The EMS Administrator shall serve as a liaison between the Township Committee and the Mansfield Township emergency medical services provider, reporting directly to the Township Committee, as a whole, and to the Township Administrator, but shall work daily, and directly, with MTAC on behalf of the Township to ensure the faithful performance of MTAC's duties and responsibilities under this Agreement.
- "D. Powers and Responsibilities. The EMS Administrator shall, to the extent not prohibited by law:
  - 1. Manage and oversee the operational activities of MTAC on behalf of and in the interest of the Township, ensuring compliance with applicable New Jersey statutes and administrative rules and regulations, so that the Township financial and other contributions to MTAC are properly and satisfactorily supervised.
  - 2. Develop and maintain effective working relations between MTAC and the Township, facilitate information sharing/dissemination, provide conflict resolution, and ensure compliance with applicable regulations and policies.
  - 3. Prepare and recommend an annual budget, to be submitted to the Township Committee for purposes of ensuring that the Township's subsidies to MTAC, under N.J.S.A. 40:5-2, allow it to continue as the Township's emergency medical services provider.
  - 4. Oversee and document the repair and maintenance of EMS building and vehicles.
  - 5. Submit semi-annual financial statements to the Township Committee detailing expenditures and usage of funds received by the Township.
  - 6. Standardize policies and procedures to ensure that MTAC's operations are compliant with federal and state requirements.
  - 7. Provide direction to MTAC personnel in the administration of the services provided to, and subsidized by, the Township.
  - 8. Manage licensure requirements and other related certifications and maintain records related to certifications to ensure compliance with applicable law.
  - 9. Participate in community outreach activities.
- "E. Compensation. The Emergency Service Administrator shall be compensated as an employee of the Township and in accordance with the Township's Annual Salary Ordinance. For the balance of 2019 and all of 2020, said salary shall be Seventy Thousand Dollars (\$70,000.00) per annum with no medical benefits.

**Section 21B-3, entitled “Emergency Medical Services Medical Director” is hereby repealed.**

**ARTICLE II. REPEALER, SEVERABILITY AND EFFECTIVE DATE.**

- A. Repealer. Any and all Ordinances inconsistent with the terms of this Ordinance are hereby repealed to the extent of any such inconsistencies.
- B. Severability. In the event that any clause, section, paragraph or sentence of this Ordinance is deemed to be invalid or unenforceable for any reason, then the Township Committee hereby declares its intent that the balance of the Ordinance not affected by said invalidity shall remain in full force and effect to the extent that it allows the Township to meet the goals of the Ordinance.
- C. Effective Date. This Ordinance shall take effect upon proper passage in accordance with the law.

**Committeewoman DiGiuseppe** stated that she feels the clause in the above ordinance regarding the lease agreement with MTAC has no relevancy as the lease pertaining to the payment of \$72,500 expired in 2008. Additionally, she would like clarification in the ordinance that the Emergency Service Administrator will not be provided with medical benefits.

**Mayor Gable** confirmed that that no benefits will be provided for said position.

**Township Solicitor Gillespie** stated that the clause in the lease agreement does not terminate the lease as of 2008, but if the township breached the contract with MTAC, the township would reimburse the organization a portion of the \$72,500 if the breach occurred before January 31, 2008. The clause further states that if the township breached the lease agreement after that date, MTAC is not entitled to a refund. Accordingly, it doesn’t terminate the lease, it changes the tenant’s entitlement to damages if the breach of lease should occur. Slight discussion ensued.

A motion was offered by **Committeeman Cain** and second by **Deputy Mayor Magee** to introduce Ordinance 2019-18 with the added verbiage that clarifies that the Emergency Service Administrator is not to receive medical benefits. Motion carried on a Roll Call Vote, recorded as follows:

**AYE: CAIN, MAGEE, DIGIUSEPPE, HIGGINS, GABLE**

**NAY: ABSENT: ABSTAIN:**

**RESOLUTIONS**

**RESOLUTION 2019-11-1**

**RESOLUTION FOR THE TRANSFER OF FUNDS IN THE CURRENT FUNDS IN THE TOWNSHIP OF MANSFIELD FOR THE BUDGET YEAR 2019**

**BE IT RESOLVED** on this 26<sup>th</sup> day of November, 2019 by the Township Committee for the Township of Mansfield, County of Burlington, that from the surplus balance in the 2019 budget appropriations transfers be made as follows:

<u>Title</u>		<u>Transfer From</u>	<u>Transfer To</u>
<b><u>CURRENT FUND</u></b>			
Park Maintenance	OE	35,000.00	
Municipal Court	SW	19,000.00	
Engineering Services	OE	9,000.00	
Police	OE	20,000.00	
Zoning Enforcement	OE	500.00	
Zoning Board of Adj	SW	500.00	
OCE FIRE	OE	10,000.00	
Community Services Act	OE	10,000.00	
Interlocal Springfield Court	SW	5,000.00	
Financial Administration	SW	5,000.00	
Municipal Clerk	SW	5,000.00	
Tax Assessor	OE	3,500.00	
Prosecutor	OE		16,675.00
Streets and Roads	OE		20,000.00
Public Employees Retirement	OE		3,000.00
DCRP	OE		3,275.00
Bond Interest: Debt Services	OE		6,050.00
Legal Services	OE		30,000.00
OCE Fire	SW		10,000.00
Administration	OE		8,900.00
Financial Administration	OE		1,700.00
Municipal Court	OE		2,900.00
Streets and Roads	SW		20,000.00
<b>TOTALS:</b>		<b>\$122,500.00</b>	<b>\$122,500.00</b>

CFO Grouser stated that the purpose of the above resolution is to transfer funds from one appropriation to another where needed. This is the first transfer resolution of the year.

A motion was offered by **Committeeman Cain** and seconded by **Committeeman Higgins** to adopt Resolution 2019-11-1. Motion carried on a Roll Call Vote, as follows:

**AYE: CAIN, HIGGINS, DIGIUSEPPE, MAGEE**  
**NAY: ABSENT: ABSTAIN: GABLE**

**RESOLUTION 2019-11-2**  
**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT OF SALE FOR PROPERTY**  
**COMMONLY KNOWN AS 3195 ROUTE 206**

**WHEREAS**, the Township Committee of the Township of Mansfield (the "Township") desires to sell certain land known as Block 30, Lot 12 on the Tax Map of the Township (the "Property"), which is no longer needed for public use, to CPLB Land Associates LLC, a New Jersey limited liability company ("CPLB"), for a purchase price of Fifty Thousand Dollars (\$50,000.00) (the "Transaction"); and

**WHEREAS**, the Transaction is being made pursuant to the New Jersey Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. ("LRHL"); and

**WHEREAS**, under Section 12A-8(g) of the LRHL, the Township has authority to convey the Property without public bidding; and

**WHEREAS**, the Township Solicitor has prepared an Agreement of Sale which calls for the Transaction to "close" on or before February 1, 2020; and

**WHEREAS**, the Township Committee desires to ensure the receipt of the proceeds from the Transaction by no later than February 1, 2020, and this declare that the date shall be a "time of the essence" date for closing; and

**WHEREAS**, the Township desires to sell the Property to CPLB upon the terms and conditions set forth in the Agreement of Sale, attached hereto and made a part hereof.

**NOW, THEREFORE, BE IT**

**RESOLVED:** That the Township Committee hereby authorizes the sale of the Property and accepts CPLB's offer to purchase the Property in the amount of Fifty Thousand Dollars (\$50,000.00).

**RESOLVED:** That the Mayor and Township Clerk are hereby authorized and directed to execute the Agreement of Sale for the Property, subject to such modifications as may be agreed to by the Township Solicitor so long as such modifications do not change the fundamental intent of the Agreement of Sale (i.e. that it is to be sold in 2020 for Fifty Thousand Dollars (\$50,000.00) in an "AS IS, WHERE IS" fashion).

**RESOLVED:** That the Mayor, Township Clerk, Township Administrator, Chief Financial Officer, Township Solicitor, and such other officers as may be necessary are hereby authorized to execute such closing documents as may be required to complete the Transaction, including the deed, title company documents, closing statement, and other necessary documents.

A motion was offered by **Committeewoman DiGiuseppe** and seconded by **Committeeman Cain** to adopt Resolution 2019-11-2. Motion carried on a Roll Call Vote, as follows:

**AYE: CAIN, DIGIUSEPPE, MAGEE**  
**NAY: ABSENT: ABSTAIN: GABLE, HIGGINS**

**RESOLUTION 2019-11-3**  
**A RESOLUTION ADOPTING TECHNOLOGY RISK MANAGEMENT STANDARDS IN COMPLIANCE**  
**WITH THE NEW JERSEY MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND'S CYBER**  
**RISK MANAGEMENT PLAN'S TIER ONE REQUIREMENTS**

**Whereas**, the Township of Mansfield is a member of the BURLCO JIF which secures insurance protection through the New Jersey Municipal Excess Liability Joint Insurance Fund (NJ MEL); and

**Whereas**, through its membership in the BURLCO JIF, the Township of Mansfield enjoys cyber liability insurance coverage to protect the Township of Mansfield from the potential devastating costs associated with a cyber related claim; and

**Whereas**, in an attempt to prevent as many cyber related claims as possible, the NJ MEL developed and released to its members the NJ MEL Cyber Risk Management Plan; and

**Whereas**, the NJ MEL Cyber Risk Management Plan outlines a set of best practices and standards broken out into Tier 1 & Tier 2 standards that if adopted and followed will reduce many of the risks associated with the use of technology by the Township of Mansfield; and

**Whereas**, in addition to the reduction of potential claims, implementing the following best practices and standards will enable the Township of Mansfield to claim a reimbursement of a paid insurance deductible in the event the member files a claim against the Township of Mansfield's cyber insurance policy, administered through the BURLCO JIF and the Municipal Excess Liability Joint Insurance Fund;

**Now Therefore Be It Resolved**, that the Township of Mansfield does hereby adopt the following best practices and standards, a copy of which is attached hereto and incorporated herein by reference, in accordance with Tier 1 of the NJ MEL Cyber Risk Management Plan;

- **System and data back-up**
- **Security and system patching**
- **Defensive software**

- **Security Awareness Training**
- **Incident Response Plan**

**BE IT FURTHER RESOLVED**, that a copy of this resolution along with all required checklists and correspondence be provided to the NJ MEL Underwriter for their consideration and approval.

A motion was offered by **Committeeman Cain** and seconded by **Committeeman Higgins** to adopt Resolution 2019-11-3. Motion carried.

**RESOLUTION 2019-11-4**

**A RESOLUTION ADOPTING TECHNOLOGY RISK MANAGEMENT STANDARDS IN COMPLIANCE WITH THE NEW JERSEY MUNICIPAL EXCESS LIABILITY JOINT INSURANCE FUND'S CYBER RISK MANAGEMENT PLAN'S TIER TWO REQUIREMENTS**

**WHEREAS**, the Township of Mansfield is a member of the BURLCO JIF which secures insurance protection through the New Jersey Municipal Excess Liability Joint Insurance Fund (NJ MEL); and

**WHEREAS**, through its membership in the BURLCO JIF, the Township of Mansfield enjoys cyber liability insurance coverage to protect the Township of Mansfield from the potential devastating costs associated with a cyber related claim; and

**WHEREAS**, in an attempt to prevent as many cyber related claims as possible, the NJ MEL developed and released to its members the NJ MEL Cyber Risk Management Plan; and

**WHEREAS**, the NJ MEL Cyber Risk Management Plan outlines a set of best practices and standards broken out into Tier 1 & Tier 2 standards that if adopted and followed will reduce many of the risks associated with the use of technology by the Township of Mansfield; and

**WHEREAS**, in addition to the reduction of potential claims, implementing the following best practices and standards will enable the Township of Mansfield to claim a reimbursement of a paid insurance deductible in the event the member files a claim against the Township of Mansfield's cyber insurance policy, administered through BURLCO JIF and the Municipal Excess Liability Joint Insurance Fund;

**NOW, THEREFORE, BE IT RESOLVED**, that the Township of Mansfield does hereby adopt the following best practices and standards, a copy of which is attached hereto and incorporated herein by reference, in accordance with Tier 2 of the NJ MEL Cyber Risk Management Plan;

- **Server Security**
- **Limiting Access Privileges**
- **Acceptable Use of Internet and Email**
- **Protection of Data**
- **Passwords Policy**
- **Appropriate level of Technology Support**
- **Leadership has Expertise to Support Technology Decision Making**

**BE IT FURTHER RESOLVED**, that a copy of this resolution along with all required checklists and correspondence be provided to the NJ MEL Underwriter for their consideration and approval.

A motion was offered by **Committeeman Cain** and seconded by **Committeeman Higgins** to adopt Resolution 2019-11-4. Motion carried.

**RESOLUTION 2019-11-5**

**RESOLUTION RELEASING ESCROW MONIES TO NEW CINGULAR WIRELESS**

**WHEREAS**, New Cingular Wireless appeared before the Mansfield Township Planning Board on May 28<sup>th</sup> 2013 for conditional use and preliminary and final site plan approval for property located at 22295 Burlington Columbus Road, known as Block 45.01, Lot 2.02, and

**WHEREAS**, New Cingular Wireless received approval for their conditional use and preliminary and final site plan request was granted by the Planning Board as per Resolution 2013-05-08, and

**WHEREAS**, was permitted to install three additional wireless telecommunication antennas to the existing 220 foot high telecommunications lattice tower and preliminary and final site plan approval for the installation of three wireless telecommunication antennas on the existing telecommunications lattice tower and the installation of two additional equipment cabinets at the base of the tower, and

**WHEREAS**, New Cingular Wireless has received invoices from the Planning Board Professionals which have been satisfied, and

**WHEREAS**, the Planning Board Professionals have indicated that there are no outstanding invoices and there will be no future invoices in regard to this application, and

**WHEREAS**, New Cingular Wireless has requested release of the remaining escrow money in the amount of \$5,506.32.

**NOW THEREFORE BE IT RESOLVED** that the outstanding escrow amount of \$5,506.32 is hereby refunded to New Cingular Wireless C/O AT&T Mobility & Subsidiaries

**RESOLUTION 2019-11-6**

**RESOLUTION RELEASING ESCROW MONIES TO NEW CINGULAR WIRELESS**

**WHEREAS**, New Cingular Wireless appeared before the Mansfield Township Zoning Board on June 3<sup>rd</sup> 2013 for variance and site plan approvals for property located at 2210 Old York Road, known as Block 54.02, Lot 4.01, and

**WHEREAS**, New Cingular Wireless received approval for their variance and site plan request was granted by the Zoning Board as per Resolution 2013-06-12, and

**WHEREAS**, was permitted to exceed the 35 foot monopole tower height limit in the R-1 zone and permitted the applicant to co-locate three additional antennas on the monopole cell tower, an expansion of the non-conforming use, and site plan approval for the co-locating of three additional AT&T antennas on the existing monopole cell tower and the installation of two additional AT&T equipment cabinets at the base of the tower, and

**WHEREAS**, New Cingular Wireless has received invoices from the Zoning Board Professionals which have been satisfied, and

**WHEREAS**, the Zoning Board Professionals have indicated that there are no outstanding invoices and there will be no future invoices in regard to this application, and

**WHEREAS**, New Cingular Wireless has requested release of the remaining escrow money in the amount of \$7,625.51.

**NOW THEREFORE BE IT RESOLVED** that the outstanding escrow amount of \$7,625.51 is hereby refunded to New Cingular Wireless C/O AT&T Mobility & Subsidiaries

A motion was offered by **Committeeman Higgins** and seconded by **Committeeman Cain** to adopt Resolution 2019-11-5 and Resolution 2019-11-6. Motion carried on a Roll Call Vote, as follows:

**AYE: HIGGINS, CAIN, DIGIUSEPPE, MAGEE, GABLE**

**NAY: ABSENT: ABSTAIN:**

**RESOLUTION 2019-11-7  
RESOLUTION AUTHORIZING THE REFUND OF BUILDING PERMIT  
FOR BLOCK 10.05, LOT 15 (29 COVENTRY TERRACE)**

**WHEREAS**, construction permit #19-360 was issued on September 4, 2019 for Block 10.05, Lot 15, also known as 29 Coventry Terrace; and

**WHEREAS**, fees in the amount of \$735.00 were received for said permit; and

**WHEREAS**, due to a contractor error, the homeowners, William and Gina Heil, are requesting a refund for same; and

**WHEREAS**, the Construction Official, by way of correspondence dated November 4, 2019, has recommended a refund to the applicants in the amount of \$518.00, as certain fees have been deemed nonrefundable.

**NOW THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Mansfield, that a refund in the amount of \$518.00 to William and Gina Heil of 29 Coventry Terrace for permit #19-360 is hereby approved and authorized.

A motion was offered by **Committeewoman DiGiuseppe** and seconded by **Committeeman Cain** to adopt Resolution 2019-11-7. Motion carried on a Roll Call Vote, as follows:

**AYE: DIGIUSEPPE, CAIN, HIGGINS, MAGEE, GABLE**

**NAY: ABSENT: ABSTAIN:**

**RESOLUTION 2019-11-8  
RESOLUTION FOR MEMBER PARTICIPATION IN A COOPERATIVE PRICING SYSTEM AND  
AUTHORIZING THE TOWNSHIP OF MANSFIELD TO ENTER INTO A COOPERATIVE PRICING  
AGREEMENT**

**WHEREAS**, N.J.S.A. 40A:11-11(5) authorizes contracting units to establish a Cooperative Pricing System and to enter into Cooperative Pricing Agreements for its administration; and

**WHEREAS**, the Educational Services Commission of New Jersey, hereinafter referred to as the "Lead Agency" has offered voluntary participation in a Cooperative Pricing System for the purchase of goods and services;

**WHEREAS**, on November 26, 2019 the governing body of the Township of Mansfield, County of Burlington, State of New Jersey duly considered participation in a Cooperative Pricing System for the provision and performance of goods and services;

**NOW, THEREFORE, BE IT RESOLVED** as follows:

**TITLE**

This RESOLUTION shall be known and may be cited as the Cooperative Pricing Resolution of the (CONTRACTING UNIT)

**AUTHORITY**

Pursuant to the provisions of *N.J.S.A. 40A:11-11(5)*, Mayor Sean Gable, as Chief Executive Officer for the Township of Mansfield, is hereby authorized to enter into a Cooperative Pricing Agreement with the Lead Agency.

**CONTRACTING UNIT**

The Lead Agency shall be responsible for complying with the provisions of the *Local Public Contracts Law (N.J.S.A. 40A:11-1 et seq.)* and all other provisions of the revised statutes of the State of New Jersey.

**EFFECTIVE DATE**

This resolution shall take effect immediately upon passage.

A motion was offered by **Committeeman Higgins** and seconded by **Committeewoman DiGiuseppe** to adopt Resolution 2019-11-8. Motion carried.

**RESOLUTION 2019-11-9  
RESOLUTION AUTHORIZING EXECUTION OF A  
SHARED SERVICES AGREEMENT WITH THE NORTHERN BURLINGTON REGIONAL SCHOOL  
DISTRICT FOR FUEL SERVICES**

**WHEREAS**, the “Uniform Shared Services and Consolidation Act,” N.J.S.A. 40A:65-1 et seq., permits local units of the State of New Jersey to enter into a contract with any other local unit for the joint provision within their combined jurisdictions of any services which any party to the agreement is empowered to render within its own jurisdiction; and

**WHEREAS**, the Township of Mansfield and the Northern Burlington Regional School District is desirous of entering into a Shared Services Agreement for fuel services, with such services detailed in the Agreement attached hereto and made part hereof.

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

1. The Township of Mansfield is hereby authorized to enter into a Shared Services Agreement with the Northern Burlington Regional School District for fuel services.
2. The Mayor and the Township Clerk are hereby authorized to execute said agreement to effectuate same.

**Committeewoman DiGiuseppe** thanked **Township Administrator Fitzpatrick** for negotiating the aforementioned contract.

A motion was offered by **Committeeman Cain** and seconded by **Committeewoman DiGiuseppe** to adopt Resolution 2019-11-9. Motion carried on a Roll Call Vote, as follows:

**AYE: CAIN, DIGIUSEPPE, HIGGINS, MAGEE, GABLE**

**NAY: ABSENT: ABSTAIN:**

**RESOLUTION 2019-11-10  
RESOLUTION AUTHORIZING EMERGENCY MEDICAL SERVICES AGREEMENT  
WITH MANSFIELD TOWNSHIP AMBULANCE CORPS**

**WHEREAS**, by Resolution 2019-9-4, the Township Committee of the Township of Mansfield authorized a competitive contracting process for receipt of Proposals for the provision of Emergency Medical Services (“EMS”) for the Township of Mansfield for a term commencing January 1 2020; and

**WHEREAS**, at the October 3, 2019 Township Committee meeting, the Township Committee determined to pursue alternate avenues to secure the provision of Emergency Medical Services for the Township, by continuing with the competitive contracting “RFP” process, but also by independently meeting with the Mansfield Township Ambulance Corps (“MTAC”) to discuss the funding of that non-profit organization under the authority of N.J.S.A. 40:5-2; and

**WHEREAS**, following the October 3, 2019 meeting, MTAC and the Township Administrator, had conversations which led to a determination by MTAC that if the Township could fund it in accordance with N.J.S.A. 40:5-2, then MTAC could continue to provide Emergency Medical Services to the Township; and

**WHEREAS**, at the October 16, 2019 Township Committee meeting, the Township Committee unanimously voted to terminate the competitive contracting RFP process, and enter into an Agreement with MTAC to provide these services, in exchange for funding authorized under N.J.S.A. 40:5-2; and

**WHEREAS**, the Township Committee believes it appropriate and in the best interest of the residents and citizens of the Township of Mansfield to enter into said Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Committee of the Township of Mansfield, County of Burlington, and State of New Jersey that the attached “Emergency Medical Services Agreement” with the Mansfield Township Ambulance Corps, be and the same is hereby approved, and Mayor and Township Clerk are hereby authorized and directed to execute same.

**Committeewoman DiGiuseppe** stated that if the above resolution is adopted, shared service agreements with other municipalities that utilize MTAC’s services will be required.

A motion was offered by **Committeeman Cain** and seconded by **Deputy Mayor Magee** to adopt Resolution 2019-11-10. Motion carried on a Roll Call Vote, as follows:

**AYE: CAIN, MAGEE, DIGIUSEPPE, HIGGINS, GABLE**

**NAY: ABSENT: ABSTAIN:**

**RESOLUTION 2019-11-11  
RESOLUTION RELEASING ESCROW MONIES FOR BLOCK 24, LOT 42.01**

**WHEREAS**, Victor Martinez & Maria Rodriguez attended an informal meeting with Planning Board Professionals on August 8, 2019 for review of potential variance and site plan approvals for property they may purchase located at 3130 Route 206, known as Block 24, Lot 42.01; and

**WHEREAS**, Victor Martinez & Maria Rodriguez have decided not to move forward with the purchase/plan for said property; and

**WHEREAS**, Victor Martinez & Maria Rodriguez had received invoices from the Planning Board Professionals which have been satisfied; and

**WHEREAS**, the Planning Board Professionals have indicated that there are no outstanding invoices and there will be no future invoices in regard to this informal meeting; and

**WHEREAS**, Victor Martinez & Maria Rodriguez have requested release of the remaining escrow money in the amount of \$632.02.

**NOW THEREFORE BE IT RESOLVED** that the outstanding escrow amount of \$632.02 is hereby refunded to Victor Martinez & Maria Rodriguez.

A motion was offered by **Deputy Mayor Magee** and seconded by **Committeeman Cain** to adopt Resolution 2019-11-11. Motion carried on a Roll Call Vote, as follows:

**AYE: MAGEE, CAIN, DIGIUSEPPE, HIGGINS, GABLE**

**NAY: ABSENT: ABSTAIN:**

**RESOLUTION 2019-11-12  
RESOLUTION OF THE TOWNSHIP OF MANSFIELD  
ADOPTING SPENDING PLAN**

**WHEREAS**, Mansfield Township has prepared a Spending Plan, which is consistent with the Draft Housing Element and Fair Share Plan and provides for the use of Affordable Housing Trust Funds in furtherance of the provision of affordable housing in the Township of Mansfield.

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

1. The Township of Mansfield hereby adopts and approves a Spending Plan of 2019. Said Spending Plan is attached hereto and made a part hereof.
2. The Township requests that the Court review and approve the Spending Plan of 2019.
3. A certified true copy of the Resolution shall be filed by the Municipal Clerk, Fair Share Housing Center and the Court Master.

**Township Solicitor Gillespie** requested that the title of the resolution be amended to remove the year 2019 from the title to read “Resolution of the Township of Mansfield Adopting Spending Plan.”

A motion was offered by **Committeeman Higgins** and seconded by **Deputy Mayor Magee** to adopt Resolution 2019-11-12. Motion carried on a Roll Call Vote, as follows:

**AYE: HIGGINS, MAGEE, CAIN, DIGIUSEPPE, GABLE**

**NAY: ABSENT: ABSTAIN:**

**RESOLUTION 2019-11-13  
REFUND OF TAX OVERPAYMENT FOR BLOCK 6.01, LOT 4.12**

**WHEREAS**, property taxes were overpaid on the property listed below; and

**WHEREAS**, this overpayment was due to a payment by Amboy Bank, and the homeowner is requesting 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 November 26, 2019 hereby authorizes the Tax Collector to refund the following payment to the property owner:

<b>Block</b>	<b>Lot</b>	<b>Property Owner</b>	<b>Amount</b>
6.01	4.12	Robert and Patricia Higgins	\$2,963.59

A motion was offered by **Committeeman Cain** and seconded by **Committeewoman DiGiuseppe** to adopt Resolution 2019-11-13. Motion carried on a Roll Call Vote, as follows:

**AYE: CAIN, DIGIUSEPPE, MAGEE, GABLE**

**NAY: ABSENT: ABSTAIN: HIGGINS**

**RESOLUTION 2019-11-14  
REFUND OF TAXES DUE TO VETERAN EXEMPTION**

**WHEREAS**, the homeowner listed below was declared to be a Disabled Veteran; and,

**WHEREAS**, said homeowner is exempt from paying property taxes pursuant to N.J.S.A. 54:4-3.30.

**NOW THEREFORE BE IT RESOLVED**, by the Township Committee of the Township of Mansfield, County of Burlington, State of New Jersey at their regular meeting held on November 26, 2019 that the Tax Collector is hereby authorized to refund the following taxes:

<b>Block</b>	<b>Lot</b>	<b>Property Owner</b>	<b>Amount</b>
10.11	1	Anthony Balfour	\$4,543.05

**RESOLUTION 2019-11-15  
REFUND OF TAX PAYMENT FOR VETERAN DEDUCTION**

**WHEREAS**, property taxes were paid on the property listed below; and  
**WHEREAS**, this property owner was granted a Tax Veteran Deduction for 2019 and such deduction was not applied to said property.  
**NOW THEREFORE BE IT RESOLVED**, by the Township Committee of the Township of Mansfield, County of Burlington, State of New Jersey at their regular meeting held on November 26, 2019 that the Tax Collector is hereby authorized to refund the following taxes:

<b>Block</b>	<b>Lot</b>	<b>Property Owner</b>	<b>Amount</b>
23.01	167	John Morrone	\$250.00

**RESOLUTION 2019-11-16  
CANCELLATION OF TAXES DUE TO VETERAN EXEMPTION**

**WHEREAS**, N.J.S.A.54:4-3.30A allows for the exemption from taxation from real and personal property for any citizen and resident of the State of New Jersey who has a total or 100% permanent disability as defined by this statute; and,  
**WHEREAS**, the property listed below are owned by a 100% Disabled Veteran;  
**NOW THEREFORE BE IT RESOLVED**, that the Township Committee of the Township of Mansfield, County of Burlington, State of New Jersey, hereby memorializes the cancellation of the following **2019 & 2020** taxes:

<b>Block</b>	<b>Lot</b>	<b>Property Owner</b>	<b>Amount</b>
10.11	1	Anthony Balfour	\$4,543.04 (2019) \$4,543.05 (2020)

**RESOLUTION 2019-11-17  
REFUND OF TAX PAYMENT FOR BLOCK 33.01, LOT 49**

**WHEREAS**, property taxes were paid on the property listed below by LOANCARE; and  
**WHEREAS**, because said property has a municipal lien, the township is unable to process the above payment, requiring a refund to LOANCARE.  
**NOW THEREFORE BE IT RESOLVED**, by the Township Committee of the Township of Mansfield, County of Burlington, State of New Jersey at their regular meeting held on November 26, 2019, hereby authorizes the Tax Collector to refund the following taxes to LOANCARE:

<b>Block</b>	<b>Lot</b>	<b>Property Owner</b>	<b>Amount</b>
33.01	49	Michael and Sharon Doroba	\$1,825.05

**RESOLUTION 2019-11-18  
REFUND OF LIEN PAYMENT FOR BLOCK 15, LOT 26**

**WHEREAS**, property taxes were paid on the property listed below; and  
**WHEREAS**, this payment for subsequent taxes on Lien Certificate #18-00002 in the amount of \$600.00 shall be refunded, as priority is given to the tax payer to pay the amounts due within the grace period and such payment was received from the homeowner.  
**NOW THEREFORE BE IT RESOLVED**, by the Township Committee of the Township of Mansfield, County of Burlington, State of New Jersey at their regular meeting held on November 26, 2019 hereby authorizes the Tax Collector to refund the following payment to Michael Ducar:

<b>Block</b>	<b>Lot</b>	<b>Lien Holder</b>	<b>Amount</b>
15	26	Michael Ducar	\$600.00

**RESOLUTION 2019-11-19  
REFUND OF TAX OVERPAYMENT FOR BLOCK 42.31, LOT 74**

**WHEREAS**, property taxes were overpaid on the property listed below; and  
**WHEREAS**, said overpayment was due to a payment by Corelogic, and the company is now requesting a refund;  
**NOW THEREFORE BE IT RESOLVED**, by the Township Committee of the Township of Mansfield, County of Burlington, State of New Jersey at their regular meeting held on November 26, 2019, hereby authorizes the Tax Collector to refund the following payment to Corelogic:

<b>Block</b>	<b>Lot</b>	<b>Property Owner</b>	<b>Amount</b>
42.31	74	Justin and Lauren Brugnoli	\$6,609.14

**RESOLUTION 2019-11-20  
REFUND OF TAX OVERPAYMENT FOR BLOCK 10.11, LOT 20**

**WHEREAS**, property taxes were overpaid on the property listed below; and  
**WHEREAS**, said overpayment was due to a payment by CoreTitle, LLC, and the company is now requesting a refund.

**NOW THEREFORE BE IT RESOLVED**, by the Township Committee of the Township of Mansfield, County of Burlington, State of New Jersey at their regular meeting held on November 26, 2019, that the Tax Collector is hereby authorized to refund the following payment to CoreTitle, LLC:

<b>Block</b>	<b>Lot</b>	<b>Property Owner</b>	<b>Amount</b>
10.11	20	Lonnie and Evette Saunderson	\$1,903.78

**RESOLUTION 2019-11-21  
REFUND OF TAX OVERPAYMENT FOR BLOCK 42.14, LOT 15**

**WHEREAS**, property taxes were overpaid on the property listed below; and  
**WHEREAS**, this overpayment was due to duplicate payments being made by the said homeowner, and the homeowner is requesting 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 November 26, 2019 hereby authorizes the Tax Collector to the refund the following amount to the property owner:

<b>Block</b>	<b>Lot</b>	<b>Property Owner</b>	<b>Amount</b>
42.14	15	Mary Healy	\$1,070

**RESOLUTION 2019-11-22  
REFUND OF TAX OVERPAYMENT FOR BLOCK 42.32, LOT 7**

**WHEREAS**, property taxes were overpaid on the property listed below; and  
**WHEREAS**, this overpayment was due to a duplicate payment by LoanCare Servicing, and the company is now requesting 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 November 26, 2019, hereby authorizes the Tax Collector to refund the following amount to LoanCare Servicing:

<b>Block</b>	<b>Lot</b>	<b>Property Owner</b>	<b>Amount</b>
42.32	7	Joshowa and Melissa Burton	\$12,470.53

**RESOLUTION 2019-11-23  
REFUND OF TAX OVERPAYMENT FOR BLOCK 42.31, LOT 29**

**WHEREAS**, property taxes were overpaid on the property listed below; and  
**WHEREAS**, this overpayment was due to a payment by National Title Agency, and the company is now requesting 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 November 26, 2019 hereby authorizes the Tax Collector to refund the following amount to National Title Agency:

<b>Block</b>	<b>Lot</b>	<b>Property Owner</b>	<b>Amount</b>
42.31	29	Tak M. Leung and Lai K. Tong	\$3,485.04

**RESOLUTION 2019-11-24  
REFUND OF TAX OVERPAYMENT FOR BLOCK 13.01, LOT 2.02**

**WHEREAS**, property taxes were overpaid on the property listed below; and  
**WHEREAS**, this overpayment was due to a payment by Lereta Tax Services, and said company is requesting 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 November 26, 2019 hereby authorizes the Tax Collector to refund the following to Lereta Tax Services:

<b>Block</b>	<b>Lot</b>	<b>Property Owner</b>	<b>Amount</b>
13.01	2.02	Nicholas Houtas	\$2,712.19

A motion was offered by **Committeeman Cain** and seconded by **Committeewoman DiGiuseppe** to adopt Resolution 2019-11-13 through 2019-11-24. Motion carried on a Roll Call Vote, as follows:

**AYE: CAIN, DIGIUSEPPE, HIGGINS, MAGEE, GABLE**  
**NAY: ABSENT: ABSTAIN:**



considered Tower Gate's property as a reasonable area for affordable housing, as the township is required to fulfill its COAH obligations. As a result of negotiations, the developer will construct 488 units consisting of both apartments and townhomes, of which 74 will be COAH designated. Additionally, there is to be approximately 45,000 square feet of commercial space. To support this development, a zoning ordinance has been negotiated for future adoption that provided for a new mixed use to facilitate the township's COAH obligations. Tower Gate accepted the majority of the Township Planner's revision to the ordinance, and the same will be submitted as part of the settlement agreement before the court. There is to be a fairness hearing before the court on the matter in December. **Committeeman Higgins** questioned if the Township Committee was able to speak about litigated matters, as there are articles in the newspapers regarding Tower Gate that contains incorrect information. Mr. Gillespie confirmed that litigated matters should not be discussed until the same is settled, and that he's not sure where certain reporters receive the information printed in the newspapers as said information is false.

#### **B. Facilities Use Permits:**

- 1. Brian Frantz, South Jersey Spartans (11/26/19-4/1/20)**
- 2. Brian Guire, Dodgers Baseball (12/1/19-3/1/20)**

A motion was offered by **Committeewoman DiGiuseppe** and seconded by **Committeeman Cain** to approve the above listed permit applications. Motion carried.

#### **PUBLIC COMMENT:**

Frank Pinto, 420 Island Road, stated that he was relieved to hear that the original proposal from Tower Gate was higher than what was settled upon in the agreement. Mr. Pinto expressed his opinion that on face value, the settlement agreement appears very one sided in favor of the developers. Mr. Pinto stated his disagreement with the waiver of the environmental impact statement as noted in the agreement, especially because of the property's relation to Crystal Lake Park. Additionally, he stated his disagreement with the waiver of the traffic study requirement, since the traffic from the development will be utilizing Kinkora Road. Mr. Pinto discussed additional waivers stipulated in the settlement agreement, and noted that the majority of the waivers involve aesthetic components of land use ordinances. Mr. Pinto continued by stating that these waivers will allow for a large development to be constructed in the vicinity of Crystal Lake Park without requiring aesthetic components. Mr. Pinto expressed his disagreement with Mr. Gillespie that the Tower Gate property was slated for affordable housing, as he believes that back in 2016 it was to be incorporated into a TDR plan. Referring back to the waiver of the environmental impact statement, Mr. Pinto stated that this property not only has wetlands, but it's a part of the State's archeological grid. Finally, Mr. Pinto stated that he used to work for the NJDEP and has experience working on settlement agreements, and believes that the Tower Gate agreement will not be beneficial for the township or the county.

Following up on Mr. Pinto's comments, **Mayor Gable** stated that the township was considering adopting a TDR plan, but the same never came to fruition. Accordingly, the Township Committee needed to look for realistic areas to support COAH that has access to water and sewer, since most areas in the township do not. Additionally, areas with access to public transportation also needed to be identified, as that aspect is a requirement for COAH. Mr. Gable noted that Route 130 is an area that can provide all three aspects. **Mayor Gable** stated that a zoning study was performed on the Route 130 corridor, and that the township participated in the Route 130 redevelopment plan in conjunction with other municipalities. A significant amount of time and input went into formulating a plan for the area. Mr. Gable noted that originally, the township was considered areas around what is known as the Liberty II diner and the Jones Farm for affordable housing, and that part of this idea included water and sewer to be provided by Florence Township. However, Florence declined to provide water and sewer, and the plan could not go through. Soon after, the builder's remedy lawsuit from Tower Gate was filed. Additionally, **Mayor Gable** stated that the township tried to have the County buy Tower Gate's property to preserve it, and initially the County was interested, but eventually declined due to lack of funding.

Mr. Pinto questioned if the TDR plan was abandoned entirely, as the Planning Board does not seem aware of that fact. **Mayor Gable** responded that a lot of individuals were involved in discussions regarding TDR. Mr. Pinto reiterated that the Planning Board does not seem to understand what happened after the 2016 reexamination of the Master Plan, as they believe that the TDR program was the solution to the township's affordable housing obligations. **Mayor Gable** stated that the Planning Board reviewed the Route 130 zoning study, and reiterated that the plan

for affordable housing originally pursued by the Township Committee fell through when Florence declined to provide water and sewer. Mr. Gable noted that the settlement agreement with Tower Gate puts the obligation on the developers to secure water and sewer to the site. Mr. Pinto questioned the status of the proposed development on what is known as the Carty Farm. **Mayor Gable** explained that the area is still a part of the township's plan for affordable housing, and since a plan is in place, the township will still receive COAH credits even if the development never comes to fruition.

Mr. Pinto questioned if the Planning Board attorney was involved in the settlement agreement negotiations. **Township Solicitor Gillespie** stated that he will address this question at the conclusion of public comment. Mr. Pinto continued by stating that there seems to be a disconnect between the Township Committee and the Planning Board in terms of what transpired with the Master Plan updates. Mr. Pinto questioned how long Mr. Gillespie has been representing the township in the capacity of Township Solicitor. Mr. Gillespie responded with two years. Mr. Pinto inquired if during that time Mr. Gillespie actively counseled the Township Committee on COAH obligations. Mr. Gillespie stated that he will address Mr. Pinto's questions at the conclusion of public comment. Mr. Pinto stated that he understands the Township Committee cannot discuss matters of active litigation, but there is a transparency issue when the public is just being informed about the matter only when a settlement agreement has been reached. **Mayor Gable** stated that the Township Committee is not allowed to comment or present information regarding litigation, but residents in the area did receive notice from the NJDEP about the potential development. Mr. Pinto questioned if the settlement agreement will be officially concluded once the court approves same after the fairness hearing, and if there is any further negotiation that can be done in the meantime. Mr. Gable confirmed that the matter will be concluded upon approval, and that no further negotiations can be had at this time. Mr. Pinto inquired if Mr. Gable thinks the aforementioned environmental waivers will be in the best interest of the township. **Mayor Gable** responded by stating that all matters relating to Tower Gate have been presented and reviewed to the township's professionals, who represent the township to the best of their ability. The township tried to have the property preserved, but that plan did not come to fruition. The township has an obligation to meet affordable housing needs and must provide for a fair opportunity for that in the community. It is a requirement that affordable housing developments have access to water, sewer, and public transportation. Mr. Gable stated that the Tower Gate development will reduce the township's COAH requirements. Though he expressed his care for environmental standards, Mr. Gable stated that it will be a positive outcome overall if the township can reduce its COAH obligations. Mr. Pinto thanked **Mayor Gable** for his comments. Finally, Mr. Pinto questioned whether or not the court is likely to approve the draft fair share housing plan until 2025.

Joseph Papai, 304 Third Street, stated that his property will be negatively impacted by the Tower Gate development in terms of persistent drainage issues that already exist in the area. Mr. Papai asked what the drainage plans for the development will be. **Mayor Gable** stated that the plans still need to be presented to and approved by the Planning Board, so that specific matter will need to be addressed before same. Mr. Papai feels as if it is too late to discuss the matter before the board, as the settlement agreement has already been approved by the township. Mr. Papai expressed that he feels the agreement is not in the best interest of the residents, and inquired if the Township Committee simply settled in favor of the developers because they did not want to litigate. **Mayor Gable** stated that that is incorrect. Mr. Papai continued to express concerns of potential traffic and drainage issues due to the development. Mr. Papai questioned from where water/sewer will be provided, and if the provider will force surrounding homes to hook up to same. Mr. Gable stated that the developers are in negotiations with Bordentown Township for water and sewer, and that surrounding homeowners will not have access to same.

Bob Tallon, 2454 Axe Factory Road, commented that the public does not want the Tower Gate development. Mr. Tallon believes that additional avenues could have been explored, and that the area is too environmentally sensitive to be altered. Mr. Tallon referred to an administrative order between the township and the NJDEP which implies same. Mr. Tallon stated that he cares that the township meets its COAH obligations, but he feels that the Tower Gate property is a poor area for development in terms of the environmental and drainage impact. Mr. Tallon questioned if Mr. Gillespie has prior experience in handling builder's remedy lawsuits, and inquired if he was the attorney of record for Mansfield's first suit. Mr. Gillespie confirmed the former, and stated that he was not the attorney of record at the time.

Donald McGarrity, 2867 Kinkora Road, expressed his concerns about the Tower Gate development, and that the township needs to find other places to meet COAH obligations.

Beth Camp, 1207 Jacksonville Road, inquired about the clause in the settlement agreement that stated that Mansfield is responsible to defend the developer against a lawsuit. **Township Solicitor Gillespie** stated that that clause only applies to a challenge to the affordable housing settlement. Ms. Camp expressed that many residents have been blind-sided by the settlement agreement, and inquired if there was a list of projects that the Township Committee can provide of upcoming projects. **Mayor Gable** stated that the township has been working on fulfilling its COAH obligations for a long time, and that many of the projects appear on the agenda for discussion. Mr. Gable noted that every township is built differently, and Mansfield has very limited access to water and sewer and is comprised of a lot of preserved land. **Committeewoman DiGiuseppe** clarified that Ms. Camp is looking for a list of projects that the Township Committee wants to accomplish within the confines of the law. Ms. Camp stated that the township needs to be more communicative about what is happening in the township.

Pedro Alvarado, 2989 Kinkora Road, expressed concerns over potential drainage issues from the Tower Gate development.

Anna McGarrity, 2867 Kinkora Road, expressed her opinion that the Tower Gate settlement was a poor decision and inquired as to why the Township Committee deviated from the 2008 plan. **Mayor Gable** stated that said plan was preliminary, that the TDR program was never approved, and beyond that consideration, no plan to meet the required COAH obligations has been adopted. Ms. McGarrity stated that she doesn't care about the professionals' opinions, and is disappointed that not one member of the Township Committee visited the property to personally investigate.

Frank Pinto, 420 Island Road, stated that he would like the Township Committee to agree that going forward, there needs to be consistency with new governing body members regarding builder's remedy lawsuits. He noted that the public understands the affordable housing obligation, but if the township is not protected from said lawsuits, developments will end up in places they shouldn't be. **Mayor Gable** stated that if the court approves the draft plan, the township will be protected from the lawsuits until the year 2025. Mr. Pinto stated that after 2025, similar lawsuits can reemerge.

Carl Schwartz, 40 Fitzgerald Lane, inquired about the status of the boiler replacement at the Municipal Complex. **Township Administrator Fitzpatrick** stated that the Township Engineer will reassess the equipment. Though it is outdated, it is functional, and the township will not spend money if it doesn't have to; there just needs to be a plan in place in the event it stops operating. Mr. Schwartz asked for an update on the property that the township sold to CPLB Land Associates, LLC. **Mayor Gable** explained that the developer has purchased all other surrounding properties, and plans to align Mansfield Road West and Mansfield Road East, the concept of which is in the master plan. Mr. Schwartz asked for details on how the contract with the Mansfield Township Ambulance Corp was finalized. **Mayor Gable** stated that under the new agreement, the township will provide the organization with \$70,000 annually, plus an additional \$35,000 if the need is justified. The current EMS Chief will be hired as a township employee for \$70,000 annually with no benefits, and that the township will provide fuel, insurance, and the cost of utilities to the organization. Mr. Schwartz questioned how the net of expenses compares to previous agreements with MTAC. **Mayor Gable** stated that previously, the township was funding approximately \$210,000 annually, plus the cost of insurance and utilities. Though he doesn't have an exact amount, the cost of the new contract will be less than the previous. Finally, Mr. Schwartz inquired about the shared service agreement with Chesterfield in relation to MTAC. **Mayor Gable** stated that the township needs to renew its shared service agreement with Chesterfield, and determine what may be needed with Wrightstown.

Ann Davenport, 320 Third Street, expressed concerns over flooding issues that may arise due to the Tower Gate development, and stated that the public was not informed of the Tower Gate settlement. **Mayor Gable** stated that the settlement could not be discussed publicly as it was a matter of litigation.

James Bearden, 3 Queens Court, stated his belief that developers, in general, file builder's remedy lawsuits on purpose so the same can't be discussed with the public. Additionally, he feels that those who will be moving into the new affordable housing units are more important to the

Township Committee than the residents who already live here, and that the current residents will pay more in taxes for individuals who can't afford to live in Mansfield.

Kurt Fenstermacher, 17 Holly Drive, stated that the law mentions that the township can waive all requirements in a settlement agreement that are not necessary to protect the public welfare. However, Mr. Fenstermacher stated that the waivers in the Tower Gate settlement will affect the public, particularly the nearby homes and the view of Crystal Lake Park. Mr. Fenstermacher stated that the public will need to write their dissatisfaction to the court before the fairness hearing.

There being no further comments, the public comment section of the meeting was closed.

**Township Solicitor Gillespie** addressed the concerns and questions of the public regarding the Tower Gate development. Regarding the comment by Mr. Pinto about the reemergence of builder's remedy lawsuits after the year 2025, Mr. Gillespie stated that there is a fair share housing plan that is being submitted to the court for approval in addition to the Tower Gate settlement. Said settlement is a completed matter, as it ensures that the township will meet its COAH obligations. Additionally, the township's protection against lawsuits will not expire come 2025, as there is no prediction of what the township's COAH obligations will be in the future. Regarding the comments that the Township Committee failed for many years to formulate an affordable housing plan, Mr. Gillespie stated that COAH was so dysfunctional, that the courts had to take the matter over. Accordingly, from about the years 2000-2015, municipalities were left in the dark on how to proceed in meeting COAH obligations and no formula was provided on how to determine the number of affordable housing units a municipality had to have. Mansfield did prepare documents to be submitted to COAH to establish a spending plan, but nothing could be approved due to the paralysis at COAH. Regarding the township's first builder's remedy lawsuit, Mr. Gillespie stated that the result of same was the Villages at Mapleton, and that he disagrees with the sentiment that the township failed to act on COAH obligations and simply chose to face builder's remedy lawsuits as they appeared, because during several rounds the township was unable to accomplish anything. If there are eagles and other protected wildlife at the Tower Gate property, the State will need to get involved. As far as communication to the public regarding the development, the developer did send letters to the surrounding homeowners when they applied for the Letter of Interpretation with the NJDEP. Mr. Gillespie explained that the township must make a reasonable way for it to meet its COAH obligations. The Tower Gate development is not 100% COAH. The matter still has to go before the Planning Board, as plans for the development as yet to be filed. Additionally, the settlement agreement is a concept plan. Regarding complaints about traffic, there is direct access to Route 130 from the development. Mr. Gillespie further noted that the number of COAH units overall that was submitted to the court for approval is substantially lower than what was originally projected for Mansfield in 2016. Currently, the township is in negotiations with the Pulte Group for another development project, which will be less intense than originally negotiated, and will preserve open space. Mr. Gillespie stated that the inability for the Township Committee to speak about litigation is a disadvantage to the public, but the township is not settling with the number of affordable housing units originally prescribed, and the township will continue to make intelligent decisions on the placement of future affordable housing developments. Regarding the comment Mr. Pinto made that the Tower Gate settlement agreement is one sided, reviewing the fair share housing plan that will be submitted to the court may give the public a better understanding of what is occurring in the township regarding COAH. Regarding the environmental waivers, the settlement agreement does not give the development the right to flood properties; the Planning Board will be charged in handling the drainage issues. Additionally, the Planning Board attorney's partner was involved in the discussions regarding the settlement agreement. Regarding the concerns of transparency, there is no municipality in which a settlement agreement was brought before the public as a referendum. Mr. Gillespie stated that he did indeed counsel the governing body on COAH. Moreover, there is a strong possibility that the court will approve the settlement agreement and the fair share housing plan. There are many municipalities that have experienced builder's remedy lawsuits, and only two municipalities in New Jersey have adopted a TDR plan as it is expensive and requires access to water and sewer. It would be very difficult to find areas for affordable housing at the numbers that were originally projected for Mansfield especially because there is very limited access to water and sewer, 25% of the township is farmland, and an additional 5% in undevelopable. Even if the township had water and sewer, that still leaves 30% of the township undevelopable.

**MAYOR AND COMMITTEE COMMENTS**

Township Committee thanked the public for attending and for contributing to tonight’s meeting.

**EXECUTIVE SESSION**

**RESOLUTION 2019-11-25  
RESOLUTION AUTHORIZING CLOSED EXECUTIVE SESSION**

**WHEREAS**, Section 7 of the Open Public Meetings Act, Chapter 213, P.L. 1975 [NJSA 10:4-12(B)] permits the exclusion of the public from a meeting in certain circumstances; and,

**WHEREAS**, this public body is of the opinion that such circumstances presently exists;

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

1. The public shall be excluded from discussion of, action on and reviewing the Minutes of the hereinafter specified matters.
2. The general nature of the subject matter to be discussed is as follows: *RFP Review*
3. It is anticipated at this time that the above subject matter will be made public when the matter has been resolved and approved for release by the Township Solicitor.

**Municipal Clerk Semus** stated that the purpose of tonight’s Executive Session is to discuss the receipt of RFPs for professionals for the year 2020.

A motion was offered by **Committeeman Cain** and seconded by **Committeewoman DiGiuseppe** to adopt Resolution 2019-11-25 and convene into Executive Session. Motion carried. **Mayor Gable** left the meeting and did not attend Executive Session. All other members of Township Committee entered Executive Session at 6:11PM.

A motion was offered by **Committeeman Cain** and seconded by **Committeewoman DiGiuseppe** to exit Executive Session and return to the public portion of the meeting. Motion carried. Township Committee returned to the dais at 7:04PM.

**MOTION FOR ADJOURNMENT**

A motion was offered by **Committeewoman DiGiuseppe** and duly second by **Committeeman Higgins** to adjourn the meeting. Motion carried. Meeting adjourned at 7:05PM.

**PREPARED BY:**

**RESPECTFULLY SUBMITTED BY:**

\_\_\_\_\_  
**Caitlin Midgette, RMC, CMR  
Deputy Municipal Clerk**

\_\_\_\_\_  
**Linda Semus, RMC, CMR  
Municipal Clerk**