

**TOWNSHIP OF MANSFIELD
BURLINGTON COUNTY
REGULAR MEETING MINUTES
November 18, 2020
7:00 PM**

The Regular Meeting of the Mansfield Township Committee was held on the above mentioned date with the following in attendance: **Mayor DiGiuseppe, Deputy Mayor Cain, Committeeman Higgins, Committeeman Magee, Committeeman Ocello, Administrator Michael Fitzpatrick, CFO Grouser, and Deputy Clerk Ashley Jolly.** Clerk Semus was absent.

Deputy Clerk Jolly called the meeting to order at 7:00 PM and made the following statement: This meeting is being conducted during the current National Emergency with remote participation in accordance with guidance provided by the New Jersey Division of Local Government Services, Department of Community Affairs, as set forth in the Public Notice of this meeting.

Following the above statement **Deputy Clerk Jolly** then read the following Open Public Meetings Statement to be followed by the Flag Salute:

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 2020-1-8, which was adopted by the Mansfield Township Committee on January 6, 2020. Said Resolution was transmitted to the Burlington County Times and 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 charge fixed for such service. All of the mailing, posting, and filing having been accomplished as of January 10, 2020.

MAYORS STATEMENT:

The Mayor had no statement at this time.

ENGINEERS REPORT:

Engineer Johnson mentioned the CDBG Project and questioned any movement on potential projects for the 2021 application as well as the 2019 walkway project. He then went into some general discussion items.

FY 2021 NJDOT Trust Fund Municipal Aid Grant Application:

Engineer Johnson explained that the Township has received funding from the DOT in the amount of \$185,000.00 for the resurfacing of Mansfield Road East.

FY 2019 NJDOT Trust Fund Resurfacing of White Pine Road:

Concrete work has been started and due to the upcoming holiday they have pushed back the paving operations to begin Monday, November 30th.

FY 2020 NJDOT Trust Fund Resurfacing of Railroad Avenue:

Currently they have finished resurfacing the southern portion of the roadway. They will proceed with resurfacing the northern portion from Route 206 to Main Street on November 19th and should be finishing up on Friday, November 20th.

Engineer Johnson asked if there were any questions on the matters discussed.

Mayor DiGiuseppe questioned what section of Mansfield Road East received funding.

Engineer Johnson clarified it is from N. Island Road towards Route 206.

Engineer Johnson circled back to the CDBG grant and explained that the current project that was advertised and bid was to the walkway up to the pier along the retention basin at the Municipal Complex. The bids came in over the grant allotment. There is opportunities to take some things out of the contract to get it underneath the grant allotment therefore, guidance from the Township Committee is needed.

Administrator Fitzpatrick questioned how much money was awarded for the project.

Engineer Johnson stated it was \$75,000.00.

Committeeman Magee questioned the deadline for using said grant monies.

Engineer Johnson explained that in the past if you have the project underway and are close to construction or awarding contracts they give you some leniency or they grant extensions, but a decision needs to be made on whether the money will be spent or not because the window is closing and there is concern that it may affect any future applications.

Administrator Fitzpatrick questioned if the Committee would like to move forward with the project and the \$75,000.00 allotted from the County or is the Committee going to choose to not move forward.

Deputy Mayor Cain questioned what the difference was between what was allotted and the cost of the project.

Committeeman Magee stated it was \$30,000.00.

Engineer Johnson explained there are options to reduce the scope of the work and maybe it could be phased to stay under the grant allotment to avoid spending capital dollars.

Committeeman Magee recommended that adjustments be made to the proposal to be within the scope and then get it started.

Administrator Fitzpatrick questioned if this was a project that the Committee would like to sink more money into if needed, because he is not sure how often the “fishing pier” would actually be used.

Engineer Johnson clarified that the money that was allotted can only be used on the project for which it was awarded. It cannot be used on any other project.

Administrator Fitzpatrick explained that the project was to have an ADA walkway that would be able to be utilized to access the concrete pad site near the retention basin. The ADA walkway would go down to said concrete pad and around the pad was going to be some sort of railing to prevent anyone from falling into the basin. He was unsure about the inclusion of a gazebo

Engineer Johnson stated that the proposal did not include moving the existing gazebo it was more just installing a new shade structure or open pavilion the size of the current concrete pad. Bare minimum would be the installation of a walkway and safety railing.

Administrator Fitzpatrick questioned if the fishing pier could be completed for the \$75,000.00 and with the next years grant apply it to something more tangible for the entire community.

Engineer Johnson stated for 2021 they could move on to a different area of the Township. It is possible to see how much can get done with the \$75,000.00 to utilize the monies. For 2021 the township is not required to continue with the fishing pier project.

Clerk Semus called in at 7:20 PM.

Clerk Semus explained that the CDBG funds for the ADA pathway down to the park was to be included with the CDBG grant and the green acres from the County (\$100,000) was to do the swings and shrubbery and anything else needed at the Mansfield Community Park. Part of the \$75,000 was also inclusive of the ADA path from the concession stand down to the park playground area. The original intent was to be able to use some of the 2019 CDBG grant monies towards the Community Park. Clerk Semus and Engineer Johnson will contact the County to ensure all of this is correct.

Committeeman Higgins recommended using that money for ADA accessibility in the Community Park.

All Township Committee members agreed on the above. A resolution will be prepared for the December 16th meeting, memorializing the award. All work must be completed by December 31, 2020.

Engineer Johnson mentioned the 2021 CDBG application and questioned if there are any areas that the Township that the Committee suggests for improvement.

Deputy Mayor Cain suggested possibly improving Hedding Park or Mapleton Park.

Administrator Fitzpatrick explained that Mapleton Park is the newest park. \$250,000 was recently used to upgrade that park to meet all ADA guidelines. The grant could possibly be used to improve Hedding Park or maybe the Committee has other ideas for the use of said funds.

Committeeman Magee questioned when the 2021 CDBG application was due.

Engineer Johnson stated that he believes it is December 18, 2020.

Administrator Fitzpatrick added that if he understands that there needs to be some sort of application in by mid-December and the next meeting is December 16th would there be a penalty if the Township submits the application a day or two late.

Clerk Semus stated they will not accept late applications, but she is sure something can be worked out.

Administrator Fitzpatrick explained if he had known the deadline was December 18th he would have spoken with the proper departments to ensure that there was information to present to the Committee on where the dollars could be best utilized. He would like to have the opportunity to talk to some of the individuals and report back on where this money could be spent, instead of making the decision this evening.

Committeeman Higgins agrees with Administrator Fitzpatrick's comments and would like to see his recommendations prior to making a decision.

All Township Committee members agreed on same.

Committeeman Magee made a motion to accept the Engineer's Report. Said motion was seconded by **Deputy Mayor Cain**. All ayes. Motion carried.

FINANCE: Best Practice Review

CFO Grouser explained that the best practice inventory was included in the agenda packet. This is the 2020 Municipal Best Practices Inventory. The DLGS has promulgated and updated Best Practices Inventory to all municipalities for which the state obtains vital information about the status of municipal government practices in New Jersey. The 2020 Best Practices Inventory assess each municipality's compliance with various laws and evaluates implementation of fiscal and operational Best Practice. It also identifies various areas where municipalities may require further technical assistance by soliciting information on a variety of topics in an unscored survey section. Answers to these questions will help determine where municipalities may require additional assistance and areas the DLGS and the DCA may need to prioritize technical assistant resources. All municipalities must submit a completed Best Practices Inventory to the Division by the designated date, which this year was November 3rd. Failure to do so results in a forfeiture of the final state aid payment to that municipality. The Division must determine whether some portion of a municipality state aid will be withheld based on the results of its inventory. There were 29 scored questions on the inventory for a total of 24.5 points (some questions were a half of a point). There was an unscored survey of 31 questions. Each municipality must receive a minimum score of 16 to receive its full final aid payment. There was a total of 60 questions on the best practices this year and it's distributed amongst 3 scoring categories. There were 9 new questions this year covering several different topics. The Division was also pleased to announce that certain questions asked in prior years have been retired from this year's inventory. Mansfield Township did score 21.5 points out of the available 24.5. She thanked Administrator Fitzpatrick and Clerk Semus for their time and attention in completing this year's inventory.

Mayor DiGiuseppe thanked CFO Grouser for the great report and is pleased that the Township is getting 100% State Aid based on the Best Practices.

ORDINANCE:

SECOND READING/PUBLIC HEARING/FINAL ADOPTION:

ORDINANCE NO. 2020-13

AN ORDINANCE OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF MANSFIELD AUTHORIZING AND APPROVING A FINANCIAL AGREEMENT BETWEEN THE TOWNSHIP OF MANSFIELD AND MANSFIELD REALTY NORTH URBAN RENEWAL LLC AND ITS ASSIGNEE/SUCCESSOR MANSFIELD 206 EAST URBAN RENEWAL LLC FOR BLOCK 3, LOTS 5.01 AND 10.01 WITHIN THE ROUTE 206 NORTHERN AREA REDEVELOPMENT AREA PURSUANT TO THE LONG TERM TAX EXEMPTION LAW, N.J.S.A. 40A:20-1 et. seq.

WHEREAS, the Township of Mansfield (the “Township”) is a municipal entity organized and existing under the laws of the State of New Jersey and located in the County of Burlington; and

WHEREAS, by adoption of Resolution No. 2016-12-20 on December 28, 2016, the Township Committee of the Township of Mansfield designated 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, and 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, on the Township of Mansfield Tax Map, as an area in need of redevelopment in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Area”); and

WHEREAS, thereafter, by adoption of Ordinance No. 2017-4 on March 22, 2017, the Township Committee adopted a redevelopment plan for the Redevelopment Area entitled the “Redevelopment Plan U.S. Highway Route 206 Northern Area” and dated February 2, 2017 (the “Redevelopment Plan”); and

WHEREAS, the Redevelopment Plan provides a broad overview for the planning, development, redevelopment and rehabilitation of the Redevelopment Area for purposes of improving the conditions of same in a manner that is consistent with the Township’s Master Plan; and

WHEREAS, the Township Committee has been designated as the “Redevelopment Entity” (as said term is defined in the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq.) for the purpose of implementing the Redevelopment Plan; and

WHEREAS, Mansfield Realty North, LLC (“Redeveloper”) has obtained preliminary and final site plan approval from the Mansfield Planning Board on April 15, 2020, by Resolution 2020-2-6, for a 722,800 square feet warehouse (the “Project”) on a portion of property in the Redevelopment Area, being, Block 3, Lot 5.01 and 10.01 (the “Property”); and

WHEREAS, Redeveloper has further negotiated a sale of the Property to Mansfield 206 East Urban Renewal LLC (“Assignee/Successor”), and

WHEREAS, Assignee/Successor’s sole member is Mansfield 206 Development, LLC, a Delaware limited liability company. 100% of the common ownership units in Mansfield 206 Development, LLC are owned by a partnership in which WPT Industrial, LP (or its wholly owned subsidiary) is an owner and the general partner. WPT Industrial, LP (or its wholly owned subsidiary) is also the development manager for the Project. The Township Committee has reviewed the Experience Statement of WPT and finds that WPT is a publicly traded real estate investment trust that acquires, develops and manages warehouse and distribution properties throughout the United States. WPT owns approximately 100 properties totaling 32.1 million square feet in 20 U.S. states. Since 2016, WPT has developed 4 million square feet, including a modernization of a 60,575 square foot building and adjacent development of a 188,343 square foot project in Bayonne, New Jersey; and

WHEREAS, the Township, by adoption of Resolution 2020-7-11, on July 15, 2020 has (1) designated Redeveloper as the Redeveloper of the Project; (2) authorized execution of the Redevelopment Agreement with Redeveloper for the Project; (3) authorized the execution of an Acknowledgment consenting to and approving Assignee/Successor as the Redeveloper of the Project and the Assignment of the Redevelopment Agreement to Assignee/Successor, subject to receipt by the Township of a fully executed Acknowledgement whereby Assignee/Successor confirms that it has purchased the Property and has accepted responsibility for the redevelopment and construction of the Project; and

WHEREAS, in connection with the Project, Redeveloper and its Assignee/Successor has requested that the Township consider entering into a financial agreement pursuant to the LTTE Law; and

WHEREAS, in furtherance of such request, and in accordance with the LTTE Law, the Redeveloper submitted a written application, supplemented by a written application by Assignee/Successor (the "Application") to the Township for approval of a tax exemption for the improvements to be constructed as part of the Project (the "Improvements"). The Application and letter filing same is attached hereto as Exhibit A.

WHEREAS, the LTTE Law permits the Township to enter into financial agreements of the type proposed, exempting improvements of real property from tax assessment and accepting payments in lieu of taxes, where it is found that the property is qualified; and

WHEREAS, the Redeveloper and Assignee/Successor have negotiated a Financial Agreement with the Township in order to effectuate redevelopment of the Property and the Project, which provides, *inter alia*, for payments in lieu of taxes. A copy of said Financial Agreement is attached hereto and made a part hereof as Exhibit B.

WHEREAS, the Township Committee finds and determines that the Project would not have been constructed without a tax exemption for the Improvements, and

WHEREAS, the Township Committee finds and determines that granting Redeveloper or its Assignee/Successor, exemption from taxation of the Improvements pursuant to the Financial Agreement, and receipt by the Township of annual service charges in lieu of taxes, allows maximum redevelopment of the Redevelopment Area and is, therefore, in the best interests of the Township and, further, is in accordance with the provisions of the LTTE Law and the public purposes pursuant to which the redevelopment has been undertaken; and

WHEREAS, the Township Committee now deems it to be in the best interests of the Township to approve the Application and adopt an Ordinance authorizing the Township to enter into the Financial Agreement with Redeveloper Specifically, an urban renewal entity successor to Redeveloper) or its Assignee/Successor, on the terms and conditions stated in the Financial Agreement and as further set forth herein, including, *inter alia*, the granting of a tax exemption.

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

1. The Township Committee makes the determinations and findings contained herein by virtue of, pursuant to, and in conformity with the LTTE Law.
2. The development of the Project is hereby approved for the grant of a tax exemption under the LTTE Law by virtue of, pursuant to, and in conformity with the provisions of the same.
3. The Application attached hereto as Exhibit A is hereby approved.
4. The Financial Agreement attached hereto as Exhibit B, with all exhibits thereto, is hereby authorized and approved.
5. The Improvements, when constructed and deemed substantially completed, shall be exempt from real property taxation and, in lieu of real property taxes, Redeveloper or its Assignee/Successor shall make payments to the Township of an annual service charge during the term and under the

provisions set forth in the Financial Agreement.

6. Upon adoption of this Ordinance and execution of the Financial Agreement, a certified copy of this Ordinance and the Financial Agreement shall be transmitted to the State of New Jersey Department of Community Affairs, Director of the Division of Local Government Services.

BE IT FURTHER ORDAINED that the Mayor and Clerk of the Township of Mansfield, and any other officials of the Township of Mansfield, as may be applicable, are hereby each authorized to execute and deliver the Financial Agreement, a true and correct copy of which is attached hereto as Exhibit B, as same may be revised to reflect Assignor/Successor as the assignee of Redeveloper, as provided in the Application, together with any additional documents as are necessary to implement and carry out the intent of this Ordinance and the Financial Agreement.

BE IT FURTHER ORDAINED that all ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

BE IT FURTHER ORDAINED that in the event any clause section or paragraph of this Ordinance is deemed invalid or unenforceable for any reason, it is the intent of the Township Committee that the balance of this Ordinance remains in full force and effect to the extent it allows the Township to meet the goals of this Ordinance.

BE IT FURTHER ORDAINED that this Ordinance shall take effect after final adoption and publication according to law.

A motion to adopt the above ordinance was offered by **Committeeman Magee** and seconded by **Deputy Mayor Cain**.

Solicitor Prime explained that the above ordinance is regarding the PILOT Financial Agreement for the Route 206 East Warehousing Project. The Ordinance approving the PILOT Agreement was introduced during first reading in August. The PILOT Agreement was negotiated based on the original PILOT Agreement format approved by the Township Committee last year for the first phase of the Margolis Project. The agreement was revised based on the new Tax Assessor's suggestions. The PILOT agreement was also reviewed by the Township's Bond Council and he had suggested a minimum annual service charge regardless of the formula set forth in the agreement, which has been done.

Committeeman Higgins added that the PILOT only affects the improvements. A project like this wherein it went from farmland to commercial property there is a significant increase in property taxes. In this case the schools will get approximately \$83,400 which will be split between the regional school and the elementary school. This will happen every year and will increase as taxes increase. In addition the Township will receive the benefit of a rollback taxes in this situation of about \$505,000. This will help to make the obligations that are not fulfilled through real estate taxes.

CFO Grouser added that Route 206 East year 1 municipal share would be \$362,000 and it will go up every year by 2%. Over 30 years it would be about 15 million dollars.

Public Hearing was now opened for the above Ordinance.

Joseph VanMater, 26954 Mt. Pleasant – He realized that the Ordinance is naming the redeveloper of the project. He questioned if Mansfield Township would be exposed to any type of liability if the Committee does not act on this Ordinance this evening.

Solicitor Prime clarified that the Township has already approved the redevelopment agreement for this particular site. This is approving the PILOT agreement only.

Mr. VanMater continued stating that the developer has already started construction without an adopted PILOT approval.

Solicitor Prime explained that is true however a letter was provided stating the Township understands that the developer would not have done the project without the PILOT, but because of the weather and the need for them to do soil remediation while the soils were dry, the Township allowed them and they agreed to start construction without having the PILOT finally approved.

Bob Tallon, 2454 Axe Factory Road – Several residents were worried about the devaluation of their homes because of this warehouse project. The homes across from Aaronson Road with a high tax rate, when the agreement was negotiated was it taken into consideration that those residents may seek to have their homes reassessed and lower their taxes because of the influence of the warehouse right next to them. Also, was that brought into consideration for increasing the amounts of money that the PILOT would be paying to the Township?

Solicitor Prime clarified that was not specifically considered as a calculation of the amount of the PILOT. The PILOT was originally based on the state statute which is 10% of the gross rents per year or a figure based on so much per square foot of construction. The Township revised that to provide for better protection for the township in the event the land tax assessment credit was too high and a minimum annual service charge was added. Therefore, while not specifically considered, the amount of money the township will receive from the PILOT is guaranteed as long as there is a warehouse there, and has been increased from the original agreement that was negotiated.

John O’Callaghan – It should be understood that the money the township will get for the PILOT program is not going to be outweighed by the cost. He questioned if it was a fair to say the negotiations that were happening over the last couple of months that there are no changes from the original meeting in August.

Solicitor Prime explained that the one typo corrected was .65 cents per square foot whereas the original agreement said .65 cents per occupied square foot; otherwise, the agreement is exactly the same as what was introduced in August.

Mr. O’Callaghan mentioned that there is no cost impact listed in the agreement and he questioned if those numbers were available.

Solicitor Prime stated that the township is working on getting the estimates together. The PILOT minimum service charge is a minimum guaranteed amount. The spreadsheets will be available once they are finalized.

Mr. O’Callaghan went on to discuss returns on investment regarding the warehouse property. It is his opinion that this ordinance should not be adopted until the township is fully confident that the benefits outweigh the costs.

Committeeman Higgins explained that this warehouse is being built on a state road, on which they will be installing a traffic light that will slow down speed on the road as well as a jug handle. The township is not paying anything for infrastructure. If there is a revaluation of the properties behind the warehouse, the homeowners could file an appeal until a reassessment is done. The effect to the township is going to be minimal.

Mr. O’Callaghan questioned what the cost to improve the roads and utilities to support the warehouse.

Committeeman Magee stated the developer is required to pay that as part of the Planning Board approval.

Mr. O’Callaghan stated that it’s his opinion that the total cost of the project versus the total revenue to the Township has not been properly assessed and he asked the Township Committee to table the Ordinance.

Steve Knezick, 323 Island Road – He mentioned that there could be some hidden costs with tractor trailers rolling down the roads every day and possibly going down township roads as is already happening. This will damage the township roads further and any improvements would come out of the taxpayers’ pockets.

Solicitor Prime stated that would not matter if it is a PILOT or not. The developer would pay regular property taxes either way. He understands the concerns with truck traffic however, that has nothing to do with the PILOT.

Committeeman Higgins added that the properties being developed are very close to exit 7 and in looking at what is going on in Bordentown with many warehouses going in as well as Southampton, it seems safe to say the traffic will be going up and down Route 206. He does not believe it will be coming down any of the township roads.

Mr. Knezick explained that he does not understand why there are so many trucks going down Mt. Pleasant Road and the center of town every day.

Committeeman Higgins explained that online shopping is causing more and more Amazon and UPS trucks to be on the road. Unfortunately, the main road in town is a County road and the Township cannot control that.

Kristyna Dyson, 24719 East Main Street – She asked Solicitor Prime to go into more detail on the delays in regards to the PILOT agreement.

Solicitor Prime explained the township has an agreement that pretty much mirrors the agreement that the committee negotiated last year for the Margolis warehouse phase 1. When the new Tax Assessor started on July 1st he had some experience with PILOT's and he brought the land tax credit to the townships attention. The bond council then looked at the agreement and he had suggested a minimal annual service charge, which was added and had to be negotiated with the developer which had caused said delay.

Ms. Dyson questioned if the PILOT agreement could be shared with the residents.

Solicitor Prime stated it is a public document and anyone can view it.

Leah DiFilippo, 2225A Old York Road – She questioned if the warehouse is there but there are no renters, would taxes still be collected on that property.

Solicitor Prime stated the township will collect the annual service charge. The developer gets the annual service charge based on either 10% of the rents or .65 cents per square foot of the building. Therefore if it stays vacant they still pay the annual service charge based on the square footage.

Ms. DiFilippo questioned if the increase of warehousing increases the townships affordable housing obligation.

Solicitor Prime stated there is no direct correlation. One of the items that courts consider when they calculate the townships fair share of its regional obligation to provide for affordable housing, one of the things it considers is all kinds of things such as population and job creation. To the extent that there are more jobs with the warehouses it may affect the overall number in the next round in 2025.

Committeeman Higgins added that the developer is required to make a contribution to the affordable housing trust fund. The contribution for this project is in a range of \$1,330,000. Margolis phase 1 contribution was \$1,655,000 therefore, there is a lot of money going into the trust fund so if the township is required to do things in regards to affordable housing there is money in the trust fund that will not come out of tax payer dollars.

Ms. DiFlippo is concerned with open space being taken to be used for affordable housing and the township being open to lawsuits pertaining to same.

Solicitor Prime stated that the township is much attuned to 2025 and already have plans in place.

Frank Pinto – He mentioned there was a clause in the redevelopers agreement that talks about tax abatement and that it is at the sole discretion of the township whether to enter into a PILOT agreement. He questioned if that clause was in the other redeveloper agreements for the other properties subject to the resolutions on the agenda.

Solicitor Prime stated that he adds that clause to every agreement even though the township is probably obligated to provide a PILOT based on the redevelopment designation, said clause is always provided that the terms/conditions of an agreement are negotiable by the township.

Mr. Pinto questioned if the township is or is not required to enter into a PILOT agreement because an area has been designated a redevelopment area.

Solicitor Prime explained that the township is not required legally. In order to encourage the development and remain competitive with other places, a PILOT is necessary.

There were no further comments from the public.

As previously noted, a motion was offered by **Committeeman Magee** and said motion was seconded by **Deputy Mayor Cain**. Motion carried on a roll call vote recorded as follows:

AYE: Magee, Cain, Higgins, Ocello, DiGiuseppe

NAY: None ABSENT: None

SECOND READING/PUBLIC HEARING/FINAL ADOPTION:

ORINANCE 2020-17
BOND ORDINANCE OF THE TOWNSHIP OF MANSFIELD, IN THE COUNTY OF BURLINGTON, NEW JERSEY AMENDING BOND ORDINANCE 2020-12, FINALLY ADOPTED JULY 15, 2020 TO CHANGE Section 3(a)(1) PURPOSE AND USEFUL LIFE

BE IT ORDAINED BY THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF MANSFIELD, IN THE COUNTY OF BURLINGTON, NEW JERSEY (not less than two-thirds of all members thereof affirmatively concurring), pursuant to the Local Bond Law, Chapter 169 of the Laws of the State of New Jersey, as amended and supplemented ("Local Bond Law"), AS FOLLOWS:

Section 1. Section 3(a)(1) of Bond Ordinance 2020-12, finally adopted July 15, 2020 (the "Prior Ordinance") is hereby amended to read as follows:

I. **Purpose.** Acquisition of various pieces of Heavy and Light Equipment for Department of Public Works including all work and related materials necessary thereof or incidental thereto.

<u>Appropriated and Estimated Cost:</u>	\$30,000.00
<u>Estimated Maximum Amount of Bonds or Notes:</u>	\$28,500.00
<u>Period or Average Period of Usefulness:</u>	10 years
<u>Amount of Down Payment:</u>	\$1,500.00

Section 2. Except as set forth in Sections 1 hereof, the remainder of the Prior Ordinance remains unchanged and in full force and effect.

Section 3. The capital budget or temporary capital budget (as applicable) of the Township is hereby amended to conform with the provisions of this bond ordinance to the extent of any inconsistency herewith. In the event of any such inconsistency and amendment, the resolution in the form promulgated by the Local Finance Board showing full detail of the amended capital budget or amended temporary capital budget (as applicable) and capital program as approved by the Director of the Division of Local Government Services is on file with the Township Clerk and is available there for public inspection.

Section 4. This bond ordinance shall take effect 20 days after the first publication thereof after final adoption, as provided by the Local Bond Law.

A motion was offered by **Committeeman Higgins** and seconded by **Committeeman Ocello**.

CFO Grouser explained that this bond ordinance was originally 2020-12 adopted July 15th. Section 3 (a) (1) was for the acquisition of an articulated arm flail for Public Works. The township has since amended that ordinance for a more general purpose acquisition of various pieces of heavy and light equipment. This will allow for more flexibility and no additional money is being spent nor any additional debt being authorized.

Administrator Fitzpatrick added with the new Public Works Foreman and him looking at all of the equipment he felt the flail was not necessary. He would rather use the money to purchase other needed equipment.

The ordinance was opened for public hearing.

There were no comments from the public.

Public hearing was closed.

As previously noted, a motion was offered by **Committeeman Higgins** and said motion was seconded by **Committeeman Ocello**. Motion carried on a roll call vote recorded as follows:

AYE: Higgins, Ocello, Magee, Cain, DiGiuseppe
NAY: None ABSENT: None

FIRST READING/INTRODUCTION:

ORDINANCE 2020-18

AN ORDINANCE OF THE TOWNSHIP OF MANSFIELD, COUNTY OF BURLINGTON, STATE OF NEW JERSEY AMENDING ORDINANCE 2019-19 AND THE CODE OF THE TOWNSHIP CHAPTER 42 – “SALARIES”

BE IT ORDAINED by the Township Committee of the Township of Mansfield, County of Burlington, State of New Jersey that:

SECTION 1:

Ordinance 2019-19 and Chapter 42 of the Code of the Township of Mansfield is hereby amended to revise the Salary Range for the Township Administrator (full time) and to establish Titles and Salary Ranges for positions created, and to delete Titles and Salary Ranges for positions eliminated, in the Township since the adoption of Ordinance 2019-19, as follows:

MUNICIPAL CLERK/ADMINISTRATOR OFFICE:

Township Administrator (full time) \$80,000.00 – \$125,000.00

LAND USE OFFICE:

Land Use Secretary \$15,000.00 - \$ 25,000.00

PUBLIC WORKS:

Township Superintendent \$3,000 - \$10,000

Public Works Foreman \$55,000.00 - \$62,000.00

Public Works Assistant Foreman \$50,000.00 - \$57,000.00

Administrative Assistant to both Public Works Foreman and Township Superintendent \$1,000.00 - \$5,000.00

SECTION 2:

The aforementioned Salary Ranges and Position Titles are effective immediately. The Township Committee reserves the right to pay a Salary to any new employee at any figure within the Salary Range, not necessarily the highest figure of said Salary Range.

SECTION 3:

The Mansfield Township Committee only repeals and replaces those sections of Ordinance 2019-19 expressly amended herein and the balance of Ordinance 2019-19 is expressly saved from repeal.

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.

A motion to adopt the above ordinance on first reading was offered by **Committeeman Magee** and seconded by **Committeeman Ocello**. Motion carried on a roll call vote recorded as follows:

AYE: Magee, Ocello, Higgins, Cain, DiGiuseppe

NAY: None ABSENT: None

CONSENT AGENDA:

Deputy Clerk Jolly noted that Consent Agenda Items are considered to be routine and expenditures are supported by a Certification of Availability of Funds. Any items requiring discussion will be removed from the Consent Agenda.

Deputy Clerk Jolly added that the Consent Agenda consists of Resolutions 2020-11-1 through Resolution 2020-11-1

**RESOLUTION 2020-11 -1
RESOLUTION FOR THE REFUND OF TAX OVERPAYMENTS**

WHEREAS, Property Taxes for 4th Qtr. 2020 were overpaid on the properties listed below; and

WHEREAS, these overpayments are due to a wire transfer payment from Corelogic ., and they are 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 18, 2020 hereby authorizes the refunding of the following to Corelogic

<u>Block</u>	<u>Lot</u>	<u>Property Address</u>	<u>Amount</u>
10.03	33	44 Birmingham Drive	\$ 2,330.30
18	3.02 QFarm	27998 Gaunts Bridge Road	\$ 43.24
24.02	10	19 Longwood Lane	\$ 250.00
33.01	52	9 Oak Lynn Drive	\$ 1,942.76
42	14.01	191 Petticoat Bridge Road	\$ 2,722.38
42.16	14	82 Chestnut Hill Lane	<u>\$ 1,076.11</u>
		Total	\$8,364.79

RESOLUTION 2020-11-1A
RESOLUTION FOR THE TRANSFER OF FUNDS IN THE CURRENT FUNDS IN THE TOWNSHIP OF MANSFIELD FOR THE BUDGET YEAR 2020

BE IT RESOLVED on this 18th day of November, 2020 by the Township Committee for the Township of Mansfield, County of Burlington, that from the surplus balance in the 2020 budget appropriations transfers be made as follows:

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

<u>Title</u>		<u>Transfer</u>	<u>To</u>
<u>CURRENT FUND</u>		<u>From</u>	
Administration	OE	9,500.00	
Financial Administration	SW	30,000.00	
Land Use	SW	7,500.00	
Employer Group Insurance	OE	38,005.00	
Police: Overtime	SW	30,000.00	
Municipal Clerk	OE		2,500.00
Financial Administration	OE		6,000.00
Revenue Administration	SW		21,000.00
Revenue Administration	OE		2,500.00
Tax Assessor	OE		5,000.00
Engineering	OE		35,000.00
Plan	OE		2,000.00
Office Emergency Management	OE		500.00
Prosecutor	OE		7,500.00
Street & Road	SW		32,000.00
PERS: Liability to State	OE		405.00
Bond Interest: Debt Service	OE		150.00
BCBC Loans: Debt Service	OE		450.00
TOTALS:		\$115,005.00	\$115,005.00

RESOLUTION 2020-11-2
RESOLUTION REQUESTING PERMISSION FOR THE DEDICATION BY RIDER
FOR THE TOWNSHIP OF MANSFIELD OUTSIDE EMPLOYMENT OF OFF-DUTY MUNICIPAL
POLICE OFFICERS TRUST FUND REQUIRED BY LFN 2000-14

WHEREAS, permission is required of the Director of the Division of Local Government Services for approval as a dedication by rider of revenues received by a municipality when the revenue is not subject to reasonably accurate estimates in advance; and

WHEREAS, the Township of Mansfield provides for receipt of funds for outside employment of off-duty municipal police officers by the municipality to provide for the operating costs to administer this act; and

WHEREAS, N.J.S.A. 40A:4-39 provides that the dedicated revenues anticipated from the Outside Employment of Off-Duty Municipal Police Officers Trust Fund are hereby anticipated as revenue and are hereby appropriated for the purpose to which said revenue is dedicated by statute or other legal requirement.

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 Committee does hereby request permission of the Director of the Division of Local Government Services to pay expenditures of the Outside Employment of Off-Duty Police Officers Trust Fund LFN 2000-14.
2. The Municipal Clerk of the Township of Mansfield, County of Burlington is hereby directed to forward two certified copies of this Resolution to the Director of the Division of Local Government Services.

RESOLUTION 2020-11-3
RESOLUTION MEMORIALIZING THE AUTHORIZATION OF AWARD OF A “REQUIRED DISCLOSURE” CONTRACT FOR INSTALLATION OF A WELL AT THE CIVIC CLUB SOCCER FIELD

WHEREAS, the Township of Mansfield has the need for a contractor to perform the services of installation of a Well at the Civic Club Soccer Field; and

WHEREAS, as permitted by the New Jersey Local Public Contracts Law, N.J.S.A. 40A: 11-3. since the anticipated amount of the contract did not exceed the statutory maximum of \$44,000, the Township Purchasing Agent authorized the award of a contract for the installation of a Well at the Civic Club Soccer Field to Robbins Water Service Inc. (“Contractor”) as a “required disclosure” contract based on quotations pursuant to the aforesaid statutory provisions; and

WHEREAS, the total amount of the Contract will exceed the \$17,500 statutory maximum in the aggregate set forth in N.J.S.A. 19:44A-20.5, concerning eligibility for municipal contracts; and

WHEREAS, the anticipated term of this contract is two (2) years from November 18, 2020, but in no event shall the total amount of the contract amount exceed the bid threshold of \$44,000 pursuant to N.J.A.C. 5:34-8.1(b); and

WHEREAS, to satisfy the provisions of N.J.S.A. 19:44A-20.5, concerning eligibility for municipal contracts, Contractor has completed and submitted a Business Entity Disclosure Certification which certifies that Robbins Water Service Inc. has not made any reportable contributions to a political or candidate committee in the Township of Mansfield to Mayor Janice A. DiGiuseppe, Deputy Mayor Frederick Cain, Committeeman Robert J. Higgins, Committeeman Michael H. Magee or Committeeman Rude Ocello in the previous one year, and that the contract will prohibit Robbins Water Service Inc. from making any reportable contributions through the term of the contract, and

WHEREAS, the Chief Financial Officer, Bonnie Grouser, has certified that sufficient funds are available to award said contract; and

NOW, THEREFORE, BE IT RESOLVED that the Township of the Township of Mansfield Governing Body of the Township of Mansfield authorizes the Purchasing Agent to enter into a contract with Robbins Water Service Inc. as described herein; and,

BE IT FURTHER RESOLVED that the Business Disclosure Entity Certification and the Determination of Value be placed on file with this Resolution, and,

BE IT FURTHER RESOLVED Notice of said action shall be published in the Burlington County Times and the Trenton Times as required by law.

RESOLUTION 2020-11-4
RESOLUTION DESIGNATING SEGME MANSFIELD 130, LLC
AS REDEVELOPER OF PROPERTY IN THE JONES FARM REDEVELOPMENT AREA AND
AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH REDEVELOPER

WHEREAS, by the adoption of Ordinance No. 2020-7 on June 17, 2020, the Township Committee of the Township of Mansfield designated Block 59, Lots 7.01 and 7.02, on the Township of Mansfield Tax Map, as a Non-Condemnation Area in Need of Redevelopment in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Area”); and

WHEREAS, the Township Committee’s adoption of Ordinance No. 2020-7 on June 17, 2020, further adopted a redevelopment plan for the Redevelopment Area entitled the “Redevelopment Plan for Jones Farm Redevelopment Area,” prepared by Environmental Resolutions, Inc. and dated May 26, 2020 (the “Redevelopment Plan”); and

WHEREAS, Segme Mansfield 130, LLC has proposed to redevelop the Redevelopment Area in accordance with the Redevelopment Plan and has negotiated a Redevelopment Agreement with the Township of Mansfield in order to effectuate such redevelopment.

NOW, THEREFORE, BE IT RESOLVED, in accordance with the Local Redevelopment and Housing Law at N.J.S.A. 40A:12A-7, the Township Committee of the Township of Mansfield, County of Burlington, State of New Jersey, hereby designates Segme Mansfield 130, LLC as Redeveloper of the Jones Farm Redevelopment Area, the same of which is designated as Block 59, Lots 7.01 and 7.02 on the Township of Mansfield Tax Map; and

BE IT FURTHER RESOLVED that the appropriate officials of the Township of Mansfield are hereby authorized to execute and deliver the Redevelopment Agreement that has been negotiated with Segme Mansfield 130, LLC, a true and correct copy of which is attached hereto as Exhibit "A", pursuant to which the Redevelopment Area will be redeveloped in accordance with the Redevelopment Plan.

**RESOLUTION 2020-11-5
RESOLUTION DESIGNATING ELION ACQ, LLC
AS REDEVELOPER OF PROPERTY IN THE U.S. ROUTE 206 AND MANSFIELD ROAD WEST:
SOUTHEAST CORNER REDEVELOPMENT AREA AND AUTHORIZING THE EXECUTION OF A
REDEVELOPMENT AGREEMENT WITH REDEVELOPER**

WHEREAS, by adoption of Resolution No. 2019-4-10 on April 17, 2019, the Township Committee of the Township of Mansfield designated Block 30, Lots 9.02, 10, 11, 12 and 13.02, on the Township of Mansfield Tax Map, as an Area in Need of Redevelopment in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the "Redevelopment Area"); and

WHEREAS, thereafter, by adoption of Ordinance No. 2020-11 on July 15, 2020, the Township Committee adopted a Redevelopment plan for the Redevelopment Area entitled the "Redevelopment Plan for U.S. Route 206 and Mansfield Road West: Southeast Corner," prepared by Environmental Resolutions, Inc. and dated June 23, 2020 (the "Redevelopment Plan"); and

WHEREAS, Elion ACQ, LLC has proposed to redevelop the Redevelopment Area in accordance with the Redevelopment Plan and has negotiated a Redevelopment Agreement with the Township of Mansfield in order to effectuate such redevelopment.

NOW, THEREFORE, BE IT RESOLVED, in accordance with the Local Redevelopment and Housing Law at N.J.S.A. 40A:12A-7, the Township Committee of the Township of Mansfield, County of Burlington, State of New Jersey, hereby designates Elion ACQ, LLC as Redeveloper of the Redevelopment Area, Block 30, Lots 9.02, 10, 11, 12, and 13.02 on the Township of Mansfield Tax Map; and

BE IT FURTHER RESOLVED that the appropriate officials of the Township of Mansfield are hereby authorized to execute and deliver the Redevelopment Agreement that has been negotiated with Elion ACQ, LLC, a true and correct copy of which is attached hereto as Exhibit "A", pursuant to which the Redevelopment Area will be redeveloped in accordance with the Redevelopment Plan.

RESOLUTION 2020-11-6

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT FOR LICENSED OPERATIONS AND MAINTENANCE SERVICES AND MAINTENANCE FEE AGREEMENT AND ACCEPTANCE BY THE TOWNSHIP OF THE DEVELOPERS SEWER IMPROVEMENTS AS REQUIRED BY THE TRIPARTITE SANITARY SEWER AGREEMENT FOR THE MARGOLIS WAREHOUSE DISTRIBUTION FACILITY, BLOCK 47.01, LOTS 11.01 AND 11.02

WHEREAS, VA Florence Company, LLC ("Developer") is the developer of certain real property consisting of a 197.7-acre tract located on Florence-Columbus Road in the Township of Mansfield, New Jersey and identified as Block 47.01, Lots 11.01 and 11.02 (formerly known as Lots 3.02, 9.01, 9.02, 11 and

12) on the Tax Map of the Township of Mansfield (the “Property”); and

WHEREAS, Developer and Mansfield are parties to a Tri-Partite Sanitary Sewer Agreement dated May 8, 2018 (the “Tri-Partite Agreement”) regarding the development and ownership of the Developer’s Sewer (as defined in the Tri-Partite Agreement), including a Sewer Pump Station, Transmission Line and Connection, all designed to provide sanitary sewer service to approved office/warehouse buildings on the Property; and

WHEREAS, Section 2.04 of the Tri-Partite Agreement requires Mansfield to enter into a Maintenance Agreement for the Developer’s sewer, including the Pump Station, Transmission Line and Connection (all as defined in the Tri-Partite Agreement) at its sole cost and expense; and

WHEREAS, Mansfield has negotiated an Agreement (“Maintenance Agreement”) for Licensed Operations and Maintenance Services with State Environmental Services, Inc. (“State”) dated October 15, 2020, attached hereto as Exhibit A; and

WHEREAS, State has filed the required Licensed Operator Certificate with the New Jersey Department of Environmental Protection, attached hereto as Exhibit B; and

WHEREAS, Developer and Mansfield have agreed on the terms of a Maintenance Fee Agreement, attached hereto as Exhibit C, whereby the Developer shall be responsible for paying a monthly fee to Mansfield to reimburse Mansfield for the ordinary and routine maintenance costs associated with Mansfield’s Maintenance Agreement with State for the Pump Station, Transmission Line and Connection, in accordance with the terms and conditions of the Tri-Partite Agreement; and

WHEREAS, in accordance with Section 2 of the Tri-Partite Agreement, at its sole cost and expense, the Developer designed, constructed and completed the Developers sewer improvements; and

WHEREAS, pursuant to Section 2.04 of the Tri-Partite Agreement, the Pump Station, Transmission Line, and Connection (specifically excluding the Developers Lateral Line) are to be dedicated to Mansfield Township subject to a two-year maintenance period, and the aforesaid Maintenance Fee Agreement with the Developer; and

WHEREAS, pursuant to Section 2.07 of the Tri-Partite Agreement, on behalf of Mansfield, State has issued a report dated November 10, 2020, attached hereto as Exhibit D, confirming the completion of the construction and inspection and has recommended acceptance by Mansfield of the dedication of the Developers sewer improvements including the pump station, transmission line and connection, specifically excluding the Developer’s Lateral.

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

Section 1. The Mayor, Clerk and authorized Township officials are hereby authorized to execute and deliver the Licensed Operations and Maintenance Services Maintenance Agreement with State Environmental Services, Inc. (“State”) dated October 15, 2020, attached hereto as Exhibit A, and any other required supporting documents.

Section 2. The Mayor, Clerk and Township officials are hereby authorized to execute and deliver the Maintenance Fee Agreement, attached hereto as Exhibit C, and any other required supporting documents.

Section 3. The dedication by the Developer of the Developers Sewer Improvements on the Property, including the Pump Station, Transmission Line and Connection, specifically excluding the Developer’s Lateral, is hereby accepted by the Township, subject to a two-year Maintenance Period and in accordance with the terms and

conditions of the Tri-Partite Agreement.

RESOLUTION 2020-11-7

AUTHORIZING RELEASE OF PERFORMANCE GUARANTEES, SUBJECT TO POSTING MAINTENANCE GUARANTEES, FOR MARGOLIS WAREHOUSE DISTRIBUTION FACILITY, BLOCK 47.01, LOTS 3.02, 9.01, 11 & 12, NOW KNOWN AS BLOCK 47.01, LOT 11.01 AND 11.02

WHEREAS, pursuant to the New Jersey Municipal Land-Use Law, N.J.S.40:55D-53, the Township has received a request for the release of performance guarantees posted by the developer of the Margolis Warehouse Distribution Facility, Buildings 1 and 2, Block 47.01, Lots 3.02, 9.01, 11 and 12, now known as Block 47.01, Lots 11.01 and 11.02; and

WHEREAS, pursuant to N.J.S.40:55D-53.d(1), the municipal engineer, Remington and Vernick Engineers, has inspected all bonded improvements covered by the developer's request and has filed a detailed report, in writing, with the governing body, with a copy to the developer; and

WHEREAS, as required by N.J.S.40:55D-53.d(2), the report prepared by the municipal engineer has identified each bonded improvement determined to be complete and satisfactory, together with a recommendation as to the amount of reduction or release of the performance guarantee in accordance with the itemized cost estimate initially prepared by the municipal engineer; and

WHEREAS, as required by N.J.S.40:55D-53.e(1), the governing body has reviewed the report of the municipal engineer, collectively consisting of three letters, all dated October 13, 2020, and attached hereto as Exhibits A, B and C.

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

Section 1. The landscape buffer performance guarantee required by N.J.S.40:55D-53.a (1)b in the amount of \$87,900.00 is hereby released, subject to the posting of a two year maintenance guarantee in the amount of \$13,185.00.

Section 2. The safety and stabilization guarantee required by N.J.S.40:55D-53.a (1)d in the amount of \$116,949.38 is hereby released, subject to the posting of a two year maintenance guarantee for the storm water management system only, as required by N.J.S.40:55D-53.a (2)b in the amount of \$29,913.75.

Section 3. The performance guarantee for the water improvements in the amount of \$309,022.80 is hereby released. No maintenance guarantee is required.

Section 4. The performance guarantee for the sewer main extension improvements in the amount of \$1,010,610.00 and the safety and stabilization bond for same, in the amount of \$27,606.10 are hereby released. No maintenance guarantees required; and

BE IT FURTHER RESOLVED that the developer has posted the required Maintenance Guarantees and the Township Attorney has reviewed and approved them as to form; and

BE IT FURTHER RESOLVED that this Resolution shall not take effect until all outstanding bills for inspection and other engineering services by the municipal engineer are paid in full. Upon certification by the Chief Financial Officer that all outstanding escrow bills for inspection and other engineering services, and payment for the preparation of this Resolution, are paid in full, the developer shall be released from liability pursuant to its performance guarantees with respect to those inspected and approved bonded improvements and the original performance guarantee shall be returned to the developer or the surety posting same.

RESOLUTION 2020-11-8

RESOLUTION DESIGNATING FLORENCE COLUMBUS ROAD URBAN RENEWAL, LLC AS REDEVELOPER OF PROPERTY KNOWN AS BLOCK 47.01, LOT 11.02 IN THE TOWNSHIP OF MANSFIELD AND AUTHORIZING THE EXECUTION OF A REDEVELOPMENT AGREEMENT WITH REDEVELOPER

WHEREAS, by adoption of Resolution No. 2015-4-5, the Township Committee of the Township of Mansfield designated certain properties in the Township of Mansfield, previously known and described as Block 45.01, Lots 2.01, 2.02, 3.01, 3.02; Block 47.01, Lots 3.02, 9.01, 9.02, 9.03, 10.01, 10.02, 11 and 12, on the Township of Mansfield Tax Map, as an Area in Need of Redevelopment in accordance with the Local Redevelopment and Housing Law, N.J.S.A. 40A:12A-1 et seq. (the “Redevelopment Area”); and

WHEREAS, by adoption of Ordinance No. 2016-4 on March 9, 2016, the Township Committee of the Township of Mansfield adopted the “Redevelopment Plan Interstate 295 and Florence Columbus Road” for said areas; (the “Redevelopment Plan”); and

WHEREAS, Florence-Columbus Road Urban Renewal, LLC has proposed to redevelop a portion of the Redevelopment Area now known as Block 47.01, Lot 11.02 and has negotiated a Redevelopment Agreement with the Township of Mansfield in order to effectuate such redevelopment, said Redevelopment Agreement substantially in the form attached hereto and subject to such revisions as shall be approved by the Township Attorney.

NOW, THEREFORE, BE IT RESOLVED, in accordance with the Local Redevelopment and Housing Law at N.J.S.A. 40A:12A-7, the Township Committee of the Township of Mansfield, County of Burlington, State of New Jersey, hereby designates Florence Columbus Road Urban Renewal, LLC as Redeveloper of a portion of the Redevelopment Area now known as Block 47.01, Lot 11.02 on the Township of Mansfield Tax Map; and

BE IT FURTHER RESOLVED that the appropriate officials of the Township of Mansfield are hereby authorized to execute and deliver the Redevelopment Agreement that has been negotiated with Florence-Columbus Road, LLC, substantially in the form attached hereto as Exhibit A, and subject to such revisions as shall be approved by the Township Attorney, pursuant to which Block 47.01, Lot 11.02 will be redeveloped in accordance with the Redevelopment Plan.

RESOLUTION 2020-11- 9

RESOLUTION MEMORIALIZING AND AUTHORIZING THE EXECUTION OF LETTER AGREEMENT FOR RENTAL OF 1998 JOHN DEERE 6300 TRACTOR ON AS NEEDED BASIS

WHEREAS, the Township is in need of a tractor to perform public work functions; and

WHEREAS, R&R Wainwright Inc. (“Owner”) is the owner of a 1998 John Deere 6300 tractor (“Tractor”), in good condition, and available to the Township for rental on an “as needed” basis; and

WHEREAS, the Township Administrator and Owner have executed a letter agreement dated October 13, 2020, whereby the Township and Owner agree that the Township may rent the tractor on as-needed basis, for a rent of \$50 per hour, said letter agreement attached hereto and made a part hereof as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that the Township of the Township of Mansfield Governing Body of the Township of Mansfield hereby memorializes and approves the execution of the letter agreement attached hereto as Exhibit A for the rental of the 1998 John Deere 6300 tractor owned by R&R Wainwright Inc. on an “as needed” basis for a rent of \$50 per hour.

RESOLUTION 2020-11-10

RESOLUTION REPEALING AND RESCINDING RESOLUTION 2020-9-27 AUTHORIZING AN AWARD OF AMENDED CONTRACT FOR ROADWAY IMPROVEMENTS FOR WHITE PINE ROAD

WHEREAS, the Township of Mansfield solicited bids for the construction of Roadway Improvements for White Pine Road in the Township of Mansfield; and

WHEREAS, the Municipal Engineer recommended, by way of correspondence dated July 22, 2020, that the award of contract for the Base Bid Roadway Improvements for White Pine Road, in the amount of \$194,840.55, representing Items 1 through 34 of the Base Bid be made to the lowest responsible bidder, Richard T. Barrett Paving Co., 400 Prospect Street, Trenton, New Jersey 08618; and

WHEREAS, by adoption of Resolution 2020-8-6, the Township Committee authorized the award of the contract for the Base Bid Roadway Improvements for White Pine Road, in the amount of \$194,840.55, representing Items 1 through 34 of the Base Bid to the lowest responsible bidder, Richard T. Barrett Paving Co., 400 Prospect Street, Trenton, New Jersey 08618; and

WHEREAS, in the same July 22, 2020 correspondence, the Municipal Engineer recommended, at the option of the Township Committee, an award of a contract for the Base Bid improvements and an Alternate Bid No. 1 improvements to the lowest responsible bidder, Richard T. Barrett Paving Co., 400 Prospect Street, Trenton, New Jersey 08618, in the amount of \$231,775.51 representing items 1 through 34 of the Base Bid and Items 1A through 34A of the Alternate Bid No. 1; and

WHEREAS, the Municipal Engineer anticipated that the funding for the additional improvements in Alternate Bid No. 1 would be available through the 2019 NJDOT Municipal Aid Grant; and

WHEREAS, solely on the basis that funding for the additional improvements to White Pine Road as set forth in Alternate Bid No. 1 would be available through the 2019 NJDOT Municipal Aid Grant, the Township Committee adopted Resolution 2020-9-27 authorizing the execution of an amended contract for Roadway Improvements to White Pine Road, to the lowest responsible bidder, Richard T. Barrett Paving Co., 400 Prospect Street, Trenton, New Jersey 08618 in the amount of \$231,775.51 representing items 1 through 34 of the Base Bid and Items 1A through 34A of the Alternate Bid No. 1; and

WHEREAS, the Municipal Engineer has now confirmed that the funding for the additional improvements to White Pine Road in Alternate Bid No. 1 will not be available through the 2019 NJDOT Municipal Aid Grant, and that, therefore, there is no funding available for the additional improvements; and.

WHEREAS, the Amended Contract authorized by Resolution 2020-9-27 has not been executed and no construction as outlined in Alternate Bid No. 1 has been done.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Mansfield, County of Burlington, and State of New Jersey, that Resolution 2020-9-27 is rescinded and repealed, and shall be null, void and or no legal effect.

RESOLUTION 2020-11-11
RESOLUTION RELEASING ESCROW MONIES

WHEREAS, Latoya Andrea Pennant submitted a Joint Land Use Board Application for site plan approval with the possibility of running a daycare business located at 266 Atlantic Avenue.

WHEREAS, Ms. Pennant submitted an escrow deposit in the amount of \$1,500.00 for said application, and

WHEREAS, Ms. Pennant has decided not to move forward with the daycare business and has withdrawn her application, and

WHEREAS, Ms. Pennant has received invoices from the Joint Land Use Board Professionals for review of her application which have been satisfied, and

WHEREAS, the Joint Land Use 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, Ms. Pennant has requested release of the remaining escrow money in the amount of \$1,320.00.

NOW THEREFORE BE IT RESOLVED that the outstanding escrow amount of \$1,320.00 is hereby refunded to Ms. Pennant.

RESOLUTION 2020-11-12
RESOLUTION AUTHORIZING THE PURCHASE OF BODY WORN CAMERAS

WHEREAS, the Township of Mansfield makes purchases from many potential sources for services, management, supplies, and equipment to support municipal operations; and

WHEREAS, the Township of Mansfield is a member of a national cooperative purchasing Program, under Sourcewell (formerly known as NJPA) wherein all members can make purchases; and

WHEREAS, there exists a need in the Township of Mansfield to purchase body worn cameras for use by the Township's Police Department; and

WHEREAS, the Township CFO has recommended that a contract be awarded to Axon Enterprise, Inc, 17800 N 85th Street, Scottsdale, AZ 85255 for the purchase of said body worn cameras in the amount of \$65,767.20; and

WHEREAS, said purchase is authorized through the Sourcewell contract number, 010720-AXN.

NOW, THEREFORE, BE IT RESOLVED, that the Township Committee of the Township of Mansfield, County of Burlington, and State of New Jersey hereby authorizes the award of contract to Axon Enterprise, Inc., for the purchase of said body worn cameras in the amount of \$65,767.20.

RESOLUTION 2020-11-13
RESOLUTION EXTENDING CONTRACT WITH CNS CLEANING COMPANY FOR JANITORIAL SERVICES

WHEREAS, CNS Cleaning Company has provided general janitorial services for the Mansfield Township Municipal Building, the Police Station, The Training Center, Columbus Park and Georgetown Park since February 1, 2020; and

WHEREAS, the Township is in need of continuing said janitorial services as scheduled; and

WHEREAS, the Township Committee is satisfied with the performance of CNS Cleaning Company; and

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

1. The Township Committee hereby extends the contract with CNS Cleaning Company, from February 1, 2021 and ending January 31, 2022; and
2. This award is made available through account numbers: 01-201-26-310-124

Solicitor Prime explained that were several emails from residents regarding some of the resolutions on the Consent Agenda. Specifically, the resolutions approving redevelopment agreements and designating the redevelopers for three of the warehouse projects. The first Resolution 2020-11-4 for the Jones Farm Redevelopment Project on Route 130. This site has already been designated as an area in need of redevelopment, and has been approved for warehouses by adoption of the redevelopment plan for the project. The Resolution recognizes the contract purchaser as the redeveloper and authorizes the execution of a redevelopment agreement. Similarly, like the other two resolutions the redevelopment agreements are not the redevelopment plan and they are not PILOT agreements. He recommends the township enters in each redevelopment agreement to protect the township. Such agreements provide for certain financial representations and guarantees. In the case of the Jones Farm Project, it has not been approved by the Planning Board as of yet. The redevelopment agreement will protect the township as a part of that process. Accordingly, Resolution 2020-11-5, which regards the Mansfield Road East and West Project, has also been subject to a redevelopment designation and has redevelopment plan designating the area as industrial/warehouse development. It similarly has not yet received Planning Board approval. The redevelopment agreement is additional protection to the Township. Finally, Resolution 2020-11-8 is the Phase 2 of the Margolis Project of Florence-Columbus Road, which has been approved by the Planning Board. It has been designated during phase 1 as an area in need of redevelopment and also has an adopted redevelopment plan for the use. All of the said agreements are not mandatory however, they are recommended as additional protections for the township.

Deputy Mayor Cain asked Solicitor Prime to go through Resolution 2020-11-6 because there may be some confusion.

Solicitor Prime explained in 2018 the Township Committee entered into a tri-partite agreement with the developer of Margolis Phase 1 and Burlington Township that included a sewer connection to Burlington City. The developer paid for all of the infrastructure; putting in the sewer line, pump station and the sewer connection through Burlington Township to Burlington City. The Tri-Partite agreement provided that once that was completed the developer would be required to pay a connection fee to Burlington City for the treatment and the Township would accept the ownership

of the pump station, transmission line, and the connection. Subject to a two year maintenance agreement by the developer in addition to paying for everything will be required to maintain for the next two years and the Township would enter into an agreement with a licensed sewer operator to operate and maintain that system. At the same time, the township entered into an agreement with the developer for the developer to reimburse the Township for those maintenance costs including the contract for the licensed sewer operator.

Committeeman Higgins mentioned the third party using those lines would share the costs, having to reimburse the developer. He was lead to believe that there was going to be excess consumption and some of it would be available to the Township. He is assuming the township would then be deemed a third party and these changes would make the township responsible for some portion of that line, which is not what he thought was discussed back in 2018.

Solicitor Prime stated that is not mentioned in the 2018 agreement nor is it mentioned in any documents/agreement currently.

Committeeman Magee was concerned as to whether the Township was looking to get sewer to downtown, but he's not sure that would necessarily be the Townships responsibility to construct any sort of line. He would think the Township would want a developer to do that and Burlington Township was pretty adamant that they wanted to save capacity for their community.

Solicitor Prime stated there is a 50,000 gallon limitation on the agreement.

Deputy Mayor Cain stated if the Township Committee passes the agreement as its currently written would there still be flexibility in future come back and say that the Township would like to take some of the capacity.

Solicitor Prime explained that as a signatory to the agreement the township is not a third party. The township is a party to the agreement and should not pay any reimbursements for anything that is used. Although if it would be used for other parties, then they would be third parties and therefore would be required to pay.

A motion was offered by **Committeeman Ocello** and seconded by **Committeeman Magee** to adopt all of the above resolutions. Motion carried on a roll call vote recorded as follows:

AYE: Ocello, Magee, Higgins (except as noted below), Cain, DiGiuseppe
NAY: None ABSTAIN: Higgins from 2020-11-5 ABSENT: None

BILL LIST: Regular & Escrow

A motion to approve the bill's list both regular and escrow was offered by **Deputy Mayor Cain** and seconded **Committeeman Ocello**. Motion carried on a roll call vote recorded as follows:

AYE: Cain, Ocello, Higgins (except has noted below), Magee, (except as noted below), DiGiuseppe
NAY: None ABSTAIN: Higgins & Magee from check #11034 ABSENT: None

MINUTES:

Regular Meeting: October 21, 2020 – A motion to adopt said regular minutes was offered by **Deputy Mayor Cain** and seconded by **Committeeman Magee**. All ayes. Motion carried.

Executive Meetings: 1/9/20, 2/6/20, 5/14/20, 5/22/20, 6/2/20, 7/8/20, and 9/30/20 – A motion to adopt said executive meeting minutes was offered by **Deputy Mayor Cain** and seconded by **Committeeman Ocello**. All ayes. Motion carried.

Executive Meeting: 2/19/20 – A motion to adopt said executive meeting minutes was offered by **Deputy Mayor Cain** and seconded by **Committeeman Magee**. Motion carried on a roll call vote recorded as follows:

AYE: Cain, Magee, Ocello, DiGiuseppe

NAY: None ABSTAIN: Higgins

Executive Meeting: 3/5/20 – A motion to adopt said executive meeting minutes was offered by **Deputy Mayor Cain** and seconded by **Committeeman Magee**. Motion carried on a roll call vote recorded as follows:

AYE: Cain, Magee, Higgins, DiGiuseppe

NAY: None ABSTAIN: Ocello

DISCUSSION/ACTION:

A. Zoom Meetings: Deputy Clerk Jolly explained that the last meeting with our Zoom Meeting Administrator Mr. Steve Lubetkin will be the Planning Board meeting which is scheduled for November 23rd. The Township Committee's input is needed to determine if they would like to proceed into the new year, possibly for another six months.

All Township Committee members agreed to move forward utilizing the services of Mr. Steve Lubetkin for Zoom Meeting purposes for another six months. Solicitor Prime will have a resolution for the December meeting.

B. Cross River Fiber: Solicitor Prime explained that there is a request from a contractor to allow access to the Township lines for the new high speed internet. He is currently researching this and whether it needs to be bid. This contractor essentially just wants the township to award a contract which cannot be done. He will advise said contractor of same.

All Township Committee members agreed with the above.

C. Pukenas Appeal: Solicitor Prime explained that this is developer who was turned down for a use variance. He has filed a complaint challenging the escrow fees that the board professionals charged. The MLUL allows that challenge to be filed. It requires the Township to mediate the dispute. He is waiting for the responses from the Township Professionals and he will then provide said responses to Mr. Pukenas. His recommendation that the Committee allow Administrator Fitzpatrick and himself to mediate this dispute. If there is no way to resolve the dispute, there is a

stator process that the gentleman can file an appeal to the Construction Board of Appeals, which is what typically happens in these situations.

Committeeman Magee offered to be a part of said mediation.

All Township Committee members agreed with the above procedure.

PUBLIC COMMENT:

Frank Pinto – He questioned what property Resolution 2020-11-8 was referring too.

Solicitor Prime explained that was Phase 2 of Margolis, which has already been approved by the Planning Board.

Mr. Pinto mentioned the properties that relate to Resolutions 2020-11-4 and 2020-11-5. He questioned how far along the Township is on any PILOT negotiations.

Solicitor Prime explained that PILOT agreements have been negotiated preliminarily. He advised them that the Township cannot enter into a PILOT agreement until their applications are approved by the Planning Board. No action will be taken on anything requiring an Ordinance until the new year.

Mr. Pinto then mentioned that the Township Committee members should be more patient and understanding with residents as well as provide detailed explanations to their questions/concerns.

Bob Tallon – He thinks the public would appreciate having all the plans on the township website for all of the warehouses being proposed. Additionally it would help to not consolidate Preliminary and Final approval into one night, so the residents have a chance to play a role in how the community develops. Since the EC was disbanded there are no opportunities to discuss the environmental concerns. One of the concerns with Route 130 warehouse is the area has always been on the DEP's priority maps as extremely environmentally sensitive. He added that many towns have not been adopting PILOT agreements. Many towns have had these developments come in and pay full taxes. He would like to explore this option in more detail.

Joseph Van Mater – He questioned final approval of a project from the time a developer buys the property to the time that they break ground.

Solicitor Prime explained if it is a Redevelopment Project the first step would be declaring the area in which the site is located as an area in need of redevelopment. Once it is designated as an area in need of redevelopment a redevelopment plan needs to be prepared for all of the properties in the redevelopment area. Once that is done, then a specific developer with a piece of ground in that redevelopment area, subject to the redevelopment plan, would ask the township to develop that property in accordance with said plan. The Township will then prepare a redevelopment agreement to ensure they develop the property in accordance with the plan. Next they go to the planning board for actual approval of the construction. Once the planning board approves the application there is an appeal period from the time that the notice of approval is published. After the appeal period is over, that would be the end of it. Unless, the redeveloper request a PILOT

agreement which is prepared and negotiated by the Township. He added that the tenants essentially pay the taxes on the property through their rent therefore, the tax breaks really are not put in place for the developer, but to be competitive to fill the warehouse space with a tenant.

Committeeman Higgins added that if an area is zoned residential the Township Committee would not consider putting a warehouse in that zone. The current locations of the proposed warehouses are based on what the Master Plan said.

John O'Callaghan – His understanding of resolution 2020-11-24 & 2020-11-5 is that they are currently zoned as Light Industrial and Commercial. He discussed §65-34 of the Township code. He questioned the redevelopment agreements for the properties referenced in the above resolutions since those properties are zoned commercial and/or industrial and those areas do not condone warehouses.

Solicitor Prime explained that the properties in the resolutions are zoned industrial warehouse as a result of the redevelopment plan that was adopted by the Township Committee and Planning Board for both sites.

Mr. O'Callaghan stated the application did not state that it met the 10 bullet points as stated in the ordinance.

Solicitor Prime further stated that the designation of the area in need of redevelopment and the approval of the redevelopment plan addresses those conditions. He then went through the process of Planning Board review and Township Committee approval of same.

Dan Golenda, 18 Georgetown Road – He referenced the truck rest area in Bordentown, Loves, and the noise that area creates. He asked all to imagine that being near their homes. Additionally, Aaronson Road is not in good condition and adding trucks to it will make it worse. There are many heavy industrial vehicles heading through the town of Columbus. Residents are concerned with the addition of all the warehouses and the impact of same on the environment. Agreements are being made on PILOT programs on which the public is not aware until it is finalized. These are concerns of many residents.

Todd Kokotajlo, 12 Summerhill Court – He questioned if there would be a reduction in taxes since the Township is entering into several PILOT agreements.

Administrator Fitzpatrick stated that 15% of the tax rate goes to the Township whereas 60% and above goes to the schools. He advised going to the school board and ask the same question. Even if the Township lowered taxes they would still go up because of the school board.

Committeeman Higgins added that without the Margolis property tax roll backs the townships tax rate would have went up an additional .5 cents. The taxes raised from the residential and commercial properties will not pay for municipal services.

Mr. Kokotajlo understands that much of the taxes go towards the schools. He questioned why the taxes in southern states are so much cheaper then New Jersey.

Administrator Fitzpatrick explained it is how the states are managed. The laws down south are completely different.

Committeeman Higgins talked about the growth in Mansfield and state income taxes. Unfortunately the growth in Mansfield took place when they did not have the state income taxes to provide the funding to the schools. He further discussed the issues with the regional school.

Frank Pinto – He questioned if the Township had decided that they did not want to offer a PILOT program to the developers.

Solicitor Prime stated that is true however, the township would probably end up in litigation because once you designate a property for redevelopment the statute allows the consideration of a PILOT. He discussed the variables of PILOT's.

Eric Talerico, 10 Wildflower Court – He questioned the PILOT and what happens long term if the warehouses become abandoned when the tax benefits are no longer there.

Solicitor Prime explained that there is no difference between taxes and a PILOT. If a business goes out of business and they stop paying their taxes they would go up for tax lien and someone would buy the lien and pay the taxes or the property gets foreclosed on. The fact that the PILOT allows them to pay an annual service charge in lieu of taxes actually helps them to survive and be competitive.

Mr. Talerico questioned if the \$83,000 to the school is every year and for each warehouse that is constructed.

Committeeman Higgins stated when a PILOT is introduced and accepted the PILOT only applies to improvements which is the building. The land goes from Farmland assessed to commercial assessed. A significant portion of those taxes goes to the schools. The amount will increase every year with the school rates increasing. He then discussed the different amounts going to the schools.

Colleen Herbert, 2 Millennium Drive – She mentioned the previous CFO providing information on the budget, the statutory requirements, and how much was left after everything that was mandated was paid. She found this to be very informative and asked if CFO Grouser could possibly do something like this for the next meeting. She then mentioned the smell by the landfill.

Administrator Fitzpatrick stated he would look into the smell at the landfill. He has already had conversations with state and local officials about it.

Committeeman Higgins stated the budget information is usually part of the budget presentation but CFO Grouser could put something like that together and possibly put on the website.

CFO Grouser stated she can put those numbers together for the next meeting and get the information on the website as well.

Krystyna Dyson, 24719 East Main Street – Mentioned the issue with cars going past a stopped school bus. She questioned if there is any possible resolution with this problem.

Committeeman Higgins explained that the Police Officers during the school bus hours are on the road trying to watch for these things however, there are only two officers during this time and there are a lot of roads and a lot of school bus routes. He would like to suggest cameras on school buses to hopefully help with this issue.

Administrator Fitzpatrick explained that he does discuss this issue with the Police Chief very often.

Todd Kokotjlo – He questioned if there were tenants for the completed warehouses by 295.

Solicitor Prime stated he believes they may have a tenant for the smaller building however, the Township does not get involved with that.

Virginia Lippincott 3026 Route 206 – She is curious about the littering law because there is a lot of trash in her area. She then questioned the meeting regarding the noise and truck traffic in the area.

Mayor DiGiuseppe stated that the Administrator will address that topic at the end of the session.

A motion to close public comment was offered by **Committeeman Magee** and seconded by **Deputy Mayor Cain**. All ayes. Motion carried.

MAYOR AND COMMITTEE UPDATES/COMMENTS:

Committeeman Higgins explained when voting on the consent agenda he needed to abstain from Resolution 2020-11-5. He then thanked the public for their participation.

Committeeman Magee - He thanked everyone for the participation and appreciates the dialogue and wished everyone a Happy Thanksgiving.

Committeeman Ocello – He thanked Solicitor Prime for all of his explanations as well as Administrator Fitzpatrick. He also wished everyone a Happy Thanksgiving.

Deputy Mayor Cain – He thanked everyone for participating. He congratulated the winners of the election and wished them well. He also wished everyone a Happy Thanksgiving as well.

Mayor DiGiuseppe – She thanked Solicitor Prime for all of his explanations. She wished everyone a Happy and safe Thanksgiving. She then deferred to Administrator Fitzpatrick.

Administrator Fitzpatrick – He explained that there was a meeting to go over the issues with truck traffic in town. The county had asked for a bunch of reports, which were provided by the Police Department. A lot of time and energy was given by the Mayor and Committeeman Ocello. After which time there were numerous phone calls with the county and the state got involved as well. There was a conference call on November 9th that consisted of many surrounding towns. There was conversation to continue to have truck traffic continue down route 206 and not exit on Atlantic Ave. This is an ongoing project with Bordentown and it is hopeful that traffic can

eventually head through their truck traffic routes although they are not quite ready for that at this time.

MOTION FOR ADJOURNMENT:

A motion to adjourn the meeting was offered by **Deputy Mayor Cain** and seconded by **Committeeman Ocello**. All ayes. Motion carried.

PREPARED BY:

RESPECTFULLY SUBMITTED BY:

Ashley Jolly, Deputy Clerk

Linda Semus, RMC, CMR