



**MANCHESTER TOWNSHIP  
COUNCIL MEETING AGENDA  
November 13, 2023  
6:00 PM**

**DRAFT**

**1. CALL TO ORDER**

**2. STATEMENT:**

Adequate notice of this meeting was provided in accordance with the Open Public Meetings Act, pursuant to Public Law 1975, Chapter 231. Said notice was advertised in the Asbury Park Press, Star Ledger and was posted in the lobby of the municipal building.

**3. FLAG SALUTE**

**4. ROLL CALL**

**5. APPROVAL OF MINUTES**

Regular Meeting Minutes - October 23, 2023

**6. PRESENTATION**

Best Practices - 2023

**7. SUBMISSION OF BILLS**

- #23-424 Current Fund
- #23-425 Utility Fund - ESA
- #23-426 Utility Fund - WSA

**8. ORDINANCES - Second Reading, Public Hearing and Final Action**

- #23-35 Approving the Redevelopment Plan for Block 62, Lots 30 and 31.01
- #23-37 Authorizing the Purchase of Land Commonly known as Whittings Terrace between Manchester Township and Realty Ownership Ventures Inc. Pursuant to N.J.S.A. 40A:12-3 (\$41,628.00)
- #23-38 Amending Chapter 326 of the Township Code Entitled "Rent Leveling"
- #23-39 Providing for a Special Emergency Appropriation of \$850,000 for the Preparation and Execution of a Complete Program of Reassessment of Real Property for the use of the Local Assessor of Manchester Township
- #23-40 Authorizing the Acquisition of an Easement on a Portion of Block 44, Lot 15.05, from Manchester Apartments LLC
- #23-41 Amending and Supplementing Chapter 245 of the Township Code Entitled "Land Use and Development"

**9. ORDINANCES – First Reading & Introduction**

- #23-42 Authorizing the Acquisition of Block 50, Lt 1, from the Borough of Lakehurst in Accordance

with N.J.S.A. 40A:12-1 et seq.

- #23-43 Amending and Supplementing Certain Sections of Chapter 430 of the Township Code, Entitled "Water and Sewer"

**10. RESOLUTIONS: CONSENT AGENDA**

The items listed below are considered to be routine by the Township of Manchester and will be enacted by one motion. There will be no formal discussion of these items. If discussion is desired, this item will be removed from the Consent Agenda and will be considered separately.

**A. FINANCE**

- #23-427 Authorizing the Tax Collector to Cancel Taxes as to Block 83.06 Lot 16 For a Totally Disabled Veteran, 93 Woodview Drive
- #23-428 Authorizing the Refunds Requested by the Tax Collector
- #23-429 Authorizing the Chief Financial Officer to Make Transfers between Appropriations in the 2023 Calendar Year Budget
- #23-430 Authorizing an Emergency Appropriation for the Water East Utility Fund

**B. GRANTS**

- #23-431 Authorizing Application of Grant for Governor's Council on Alcoholism and Drug Abuse - Youth Leadership Grant September 2023 - September 2025
- #23-432 Authorizing Application for Proposal of Funding Through the Ocean County Office of Senior Services
- #23-433 Authorizing Application for Proposal of Funding through the Ocean County Office of Senior Services

**C. BONDS/ESCROWS**

- #23-434 Releasing Escrow Posted by Horvath d/b/a Ben Franklin Plumbing (Block 1.206, Lot 15)
- #23-435 Releasing an Escrow posted by Wrazen Homes LLC Block 1.347 Lot 14.01 ( 618 Grinnell Avenue)
- #23-436 Releasing Utility Escrows that were Posted by Arnulfo Edquiban in Connection with a Project Located at 3320 Ridgeway Road, Block 58 Lot 681.03

**D. CONTRACTS/AGREEMENTS**

- #23-437 Authorizing a Settlement of Litigations
- #23-438 Authorizing the Execution of a Shared Service Agreement with the Borough of Lakehurst for Fuel

**11. REPORTS**

**12. PUBLIC COMMENT**

**13. ADJOURNMENT**

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#23-424

November 13, 2023

**RESOLUTION AUTHORIZING PAYMENT OF BILLS  
MANCHESTER TOWNSHIP, NEW JERSEY**

BE IT RESOLVED by the Township Council of the Township of Manchester that the following bills on the list hereto be paid; the Chief Financial Officer is hereby authorized and directed to draw checks for the payment of same as and when funds are available.

**SUMMARY**

Current Fund	\$	11,163,729.19
Capital Fund	\$	2,798.56
Escrows	\$	8,440.00
Affordable Housing Trust Fund	\$	
Animal Control Fund	\$	110.00
Drug Enforcement Fund	\$	3,584.91
N.J. Unemployment Trust	\$	
Public Assistance Discretionary Trust	\$	18,050.00
Public Assistance Trust Fund I	\$	
Municipal Alliance Discretionary Trust	\$	
Manchester Day Trust Fund	\$	
Public Defender Trust Fund	\$	
Recreation Trust Fund	\$	3,520.91
Open Space Trust Fund	\$	14,595.74
Manchester - Lakehurst Borough Construction Code Fund	\$	
	\$	<u><u>11,214,829.31</u></u>

CERTIFICATION:

  
 \_\_\_\_\_  
 Diane Lapp  
 Chief Financial Officer

Signed: \_\_\_\_\_  
 Roxanne Conniff  
 Council President

\_\_\_\_\_  
 Teri Giercyk  
 Township Clerk

BILL LIST ADDENDUM  
November 13, 2023

#23-424

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**CURRENT FUND**  
PAYROLL WEEK ENDING 11/11/23

I  
TREASURER ST OF NJ  
TREASURER ST OF NJ

GREEN TRUST FUND PINE LAKE PARK PHASE2  
727 GARDEN ST PRESERVATION TRUST-SOCCER COMPLEX

6,778.84  
10,867.24

17,646.08

**SPECIAL ESCROW TRUST FUND**  
OFF DUTY WEEK ENDING 11/11/23  
OFF DUTY WEEK ENDING 10/28/23

COLLIERS ENGINEERING  
T&M ASSOCIATES

VARIOUS ESCROWS  
VARIOUS ESCROWS

CK#3042  
CK#3043

6,127.50  
2,312.50

8,440.00

**OPEN SPACE TRUST FUND**

\$

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Range of Checking Accts: 01 CURRENT to 01 CURRENT Range of Check Dates: 10/24/23 to 11/13/23  
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
01 CURRENT		Current Fund Account		
72332	10/26/23	MANCH130 TOWNSHIP OF MANCHESTER PAYROLL		8592
23-01840	PAY 22 CURRENT	800,870.23		
72333	11/02/23	MANCH080 MANCHESTER TWP BOARD OF ED		8613
V2301612	NOVEMBER 2023 CURRENT EXPENSE	4,245,539.85		
72334	11/07/23	COUNT060 COUNTY OF OCEAN		8614
V2301671	4th QTR COUNTY TAXES	5,713,152.61		
72335	11/13/23	ACTIO030 ACTION UNIFORM CO LLC		8618
23-00687	Blanket Purchase Order	609.00		
23-01452	Police Uniforms	21,078.00		
23-01706	Action Uniform Blanket	2,324.00		
		<u>24,011.00</u>		
72336	11/13/23	ADVEN010 ADVENTURES IN NEW DESIGN, INC		8618
23-01693	2023-24 BASKETBALL SHIRTS	2,656.00		
72337	11/13/23	AMAZON01 AMAZON CAPITAL SERVICES INC		8618
23-01646	OPEN PO FOR TOWNSHIP SUPPLIES	53.44		
23-01701	Police Equipment	100.98		
23-01729	Police Equipment	233.47		
23-01730	elevator emergency phone	270.00		
23-01731	hdmi monitor cables	32.71		
23-01760	Police Equipment	282.93		
23-01789	PINMART VETERAN PIN	268.97		
23-01790	ems standing desk	39.98		
23-01816	CHRISTMAS IN THE PINES ITEMS	1,213.76		
23-01824	Police Locker Room Accessories	64.38		
23-01825	clerk cabling	51.96		
		<u>2,612.58</u>		
72338	11/13/23	AMERI065 AMERICAN WEAR, INC.		8618
23-01012	Uniform Rental and Cleaning	142.38		
23-01574	DPW EMPLOYEE UNIFORMS	756.68		
		<u>899.06</u>		
72339	11/13/23	ATLAN025 ATLANTIC PLUMBING SUPPLY CORP		8618
23-01099	*ASAP PLEASE* SUPPLIES	290.32		
72340	11/13/23	ATLAN040 ATLANTIC TACTICAL OF NJ INC.		8618
23-00550	Ballistic Helmets	7,663.04		
23-00552	Less Lethal Launcher	9,956.42		
		<u>17,619.46</u>		
72341	11/13/23	ATLAS005 ATLAS WELDING SUPPLY CO. INC.		8618
23-00569	FOR WELDING EQUIPMENT RENTAL	81.00		

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
01	CURRENT	Current Fund Account	Continued		
72342	11/13/23	BARON005 BARONES PET SUPPLY & FEED LLC			8618
		23-01632 K-9 Supply	213.96		
		23-01771 K9 Supply	676.88		
			<u>890.84</u>		
72343	11/13/23	BLAZE005 BLAZE EMERGENCY EQUIP CO LLC			8618
		23-01589 Repairs to 3425	479.38		
		23-01668 02 HOSE FOR EMS #547 *ASAP*	185.80		
		23-01707 Replace Batteries 3221	1,462.93		
		23-01744 COOLANT FOR FIRE TRUCKS	54.57		
			<u>2,182.68</u>		
72344	11/13/23	BLUEM005 BLUE MOUNTAIN DISTRIBUTORS LLC			8618
		23-00745 WATER FOR VARIOUS DEPARTMENTS	260.73		
72345	11/13/23	BONNI015 BONNIE R. PETERSON ATTY AT LAW			8618
		V2301615 OCTOBER MUNICIPAL PROSECUTOR	3,800.00		
72346	11/13/23	BRICK015 BRICK WALL CORP			8618
		23-00877 ASPHALT FOR ROAD REPAIRS	148.26		
72347	11/13/23	BUILD005 BUILDER'S GENERAL SUPPLY CO IN			8618
		23-00640 BUILDING SUPPLIES	22.17		
72348	11/13/23	CAROL045 CAROLINE SULLIVAN			8618
		V2301629 REFUND TAX OVERPAYMENT	946.69		
72349	11/13/23	CDWGO005 CDW GOVERNMENT			8618
		23-01670 printer whiting ems project	462.94		
72350	11/13/23	CELEB005 CELEBRITY MOTORS OF TOMS RIVER			8618
		23-01615 VEHICLE REPAIRS	527.33		
72351	11/13/23	CENTRO10 CENTRAL JERSEY HEALTH INS.			8618
		V2301670 NOV 2023 DENTAL INSURANCE	20,647.00		
72352	11/13/23	CHARL110 CHARLES GATNAREK			8618
		V2301646 CONTACT LENS REIMBURSEMENT	150.00		
72353	11/13/23	COMCA015 COMCAST BUSINESS			8618
		V2301616 CABLE SVC ACCT#939042865	648.34		
72354	11/13/23	COMCA025 COMCAST			8618
		V2301617 CABLE SVC 8499 05 196 0426124	99.94		
72355	11/13/23	COMCA025 COMCAST			8618
		V2301618 CABLE SVC 8499 05 186 0282378	166.21		
72356	11/13/23	COMCA025 COMCAST			8618
		V2301619 CABLE SVC 8499 05 196 0223463	149.94		

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
01	CURRENT	Current Fund Account	Continued		
72357	11/13/23	COMCA025 COMCAST			8618
V2301620		CABLE SVC 8499 05 196 0197113	149.94		
72358	11/13/23	COMCA025 COMCAST			8618
V2301621		CABLE SVC 8499 05 196 0194565	149.94		
72359	11/13/23	COMCA025 COMCAST			8618
V2301622		CABLE SVC 8499 05 196 0227035	149.94		
72360	11/13/23	COMCA025 COMCAST			8618
V2301623		CABLE SVC 8499 05 196 0163024	20.64		
72361	11/13/23	COMCA025 COMCAST			8618
V2301653		CABLE SVC 8499 05 196 0173684	382.83		
72362	11/13/23	COMCA025 COMCAST			8618
V2301654		CABLE SVC 8499 05 196 0266280	325.00		
72363	11/13/23	CONTI005 CONTINENTAL FIRE & SAFETY, INC			8618
23-01568		SCBA Cascade Service Plan	1,998.00		
72364	11/13/23	COUNT060 COUNTY OF OCEAN			8618
V2301594		5% presby himes b82.09 L14.01	778.50		
72365	11/13/23	CREAT015 CREATIVE MANAGEMENT, INC.			8618
23-01774		Gas for Township vehicles	11,374.07		
72366	11/13/23	CREST075 CRESTON HYDRAULICS, INC			8618
23-00055		HYDRAULIC MACHINE SUPPLIES	180.00		
72367	11/13/23	CURTI015 CURTIS OAKERSON			8618
V2301636		BOOT REIMBURSEMENT-BALANCE	65.01		
72368	11/13/23	CUSTO010 CUSTOM-BANDAG, INC.			8618
23-01263		TIRES AND TIRE REPAIRS	152.00		
23-01745		TIRES FOR PD, WC AND PW	3,523.84		
23-01804		TIRES AND SERVICE	361.95		
			<u>4,037.79</u>		
72369	11/13/23	DASTI020 DASTI & STAIGER, PC			8618
V2301492		SEPT 2023 TWP ATTORNEY	17,007.60		
72370	11/13/23	DELLC005 DELL COMPUTER CORP.			8618
23-01708			83.24		
72371	11/13/23	DERST005 DERSTINE COMPANY,LLC			8618
23-00381		EAST TREATMENT FACILITY	53,900.00		
72372	11/13/23	EASTE005 EASTERN WAREHOUSE DIST., LLC			8618
23-01587		VEHICLE REPAIR PARTS	352.91		
23-01681		VEHICLE REPAIR PARTS	1,776.90		
23-01702		BRAKES FOR WATER DEPT TRUCKS	726.52		

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
01	CURRENT	Current Fund Account		Continued	
72372		EASTERN WAREHOUSE DIST., LLC		Continued	
		23-01703 BRAKES FOR POLICE VEHS	1,148.35		
		23-01767 for vehicle repair/maintenance	<u>1,791.50</u>		
			5,796.18		
72373	11/13/23	FLEET015 FLEETPRIDE, INC			8618
		23-01620 VERHICLE REPAIRS	390.99		
72374	11/13/23	FREDB010 FRED BEANS PARTS, INC			8618
		23-00955 FOR VEHICLE/TRUCK REPAIRS	60.21		
		23-01682 VEHICLE REPAIR PARTS	<u>390.63</u>		
			450.84		
72375	11/13/23	FTDEA005 DEARBORN LIFE INSURANCE CO			8618
		23-00480 LIFE INSURANCE PREMIUMS	778.80		
72376	11/13/23	GREEN010 GREEN LEAF PET RESORT &			8618
		23-00182 K-9 Lodging	152.00		
72377	11/13/23	GRYPH005 GRYPHON TRAINING GROUP, INC			8618
		23-01695 Police Training	360.00		
72378	11/13/23	HENDE005 HENDERSON LABS , INC			8618
		23-01361 Compliance Testing 3rd Quarter	2,024.00		
		23-01433 Testing for PFNA's	<u>1,715.00</u>		
			3,739.00		
72379	11/13/23	HENRY030 HENRY SCHEIN, INC.			8618
		23-01312 Henry Schein Blanket	147.74		
		23-01759 Henry Schein Blanket	<u>7,990.15</u>		
			8,137.89		
72380	11/13/23	INSTI005 INSTITUTE FOR FORENSIC PSYCH.			8618
		23-01748 Pre-Employment Screenings	875.00		
72381	11/13/23	INTER075 INTERSTATE WASTE SERVICES OF			8618
		23-01598 Recycling pickup for 3 months	86,261.76		
72382	11/13/23	JAMES005 JAMES DEEVER			8618
		V2301643 2023 BOOT REIMBURSEMENT	64.98		
72383	11/13/23	JCPL0005 J C P & L			8618
		V2301661 ELEC SVC 100 149 550 475	2,750.01		
72384	11/13/23	JEFFR045 JEFFREY WOOD			8618
		V2301669 2023 BOOT REIMBURSEMENT	50.00		
72385	11/13/23	JERRY015 JERRY'S AUTO BODY, LLC			8618
		23-01110 SUPPLEMENTAL CHARGES PD#43	3,194.46		
		23-01325 COLLISION REPAIRS TO PD #64	<u>2,661.09</u>		

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
01	CURRENT	Current Fund Account	Continued		
72385		JERRY'S AUTO BODY, LLC	Continued		
		23-01604 REPLACE DRIVER'S DOOR PW TRK28	<u>630.00</u>		
			6,485.55		
72386	11/13/23	JIMC005 JIM CURLEY GMC TRUCK, INC			8618
		23-00794 FOR GMC TRUCK REPAIRS/MAINT	766.07		
72387	11/13/23	JOHNF015 JOHN FILARDO			8618
		V2301660 FIRE INSPECTOR CERTIFICATION	91.00		
72388	11/13/23	JOHNS010 JOHNSON & TOWERS, LLC			8618
		23-00902 truck maintenance/repair parts	100.16		
		23-01389 BRAKE REPAIR FOR PW #35 TRUCK	2,628.65		
		23-01573 FOR FLEET REPAIR PARTS	<u>692.66</u>		
			3,421.47		
72389	11/13/23	JOSHS005 JOSHUA SCHNOOR			8618
		V2301672 11 MONTHS WEB HOSTING SERVICES	329.89		
72390	11/13/23	JUDIT010 JUDITH L NOONAN			8618
		V2301676 REIMBURSEMENT FOR A KEURIG	200.33		
72391	11/13/23	JVMGA005 JVM GAS STATION INC			8618
		23-01700 Police Vehicle Washes	1,110.00		
72392	11/13/23	KAITL005 KAITLIN HILL			8618
		V2301651 RX REIMBURSEMENT	304.50		
72393	11/13/23	KYLEF005 KYLE FIELDS			8618
		V2301642 CLASS A CDL REIMBURSEMENT	80.00		
		V2301668 2023 BOOT REIMBURSEMENT	<u>50.00</u>		
			130.00		
72394	11/13/23	LAKEH015 LAKEHURST DINER			8618
		23-01795 Prisoner Meals	90.18		
72395	11/13/23	LAKEW020 LAKEWOOD TOWNSHIP			8618
		23-01267 (LAST QUARTER) TRUCK WASHES	180.00		
72396	11/13/23	LAURE030 LAUREN COLON			8618
		V2301649 RREFUND GIRLS FIELD HOCKEY	40.00		
72397	11/13/23	LERET015 LERETA LLC			8618
		V2301630 REFUND TAX OVERPAYMENT	533.62		
72398	11/13/23	LESTE005 LESTER GLENN AUTO GROUP			8618
		23-00156 FOR DODGE REPAIR/MAINT. PARTS	64.99		
		23-00448 EMS VEHICLE REPAIR PARTS	337.96		
		23-01412 FOR DODGE VEH PARTS	<u>714.01</u>		
			1,116.96		

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
01 CURRENT		Current Fund Account	Continued		
72399	11/13/23	LEXIS005 LEXIS NEXIS			8618
23-01011		Lexis Nexis Blanket	252.00		
72400	11/13/23	LIZAH005 LIZA HEWINS			8618
V2301647		REFUND GIRLS FIELD HOCKEY	40.00		
72401	11/13/23	LOBEL005 LOBELLO ISSAKOV NAPA LLC			8618
23-00992		A/C REFRIGERANT FOR FLEET	867.00		
23-01408		AUTO REPAIR/MAINTENANCE PARTS	203.60		
23-01619		VEHICLE REPAIRS	1,214.34		
23-01766		OIL FOR PD FLEET	1,500.00		
			<u>3,784.94</u>		
72402	11/13/23	MAVIS005 MAVIS TIRE SUPPLY, LLC			8618
23-00060		FOR VEHICLE ALIGNMENTS	70.00		
72403	11/13/23	MCKES005 MCKESSON MEDICAL SURGICAL			8618
23-01251		2023 MEDKIT & PROGRAM SUPPLIES	330.91		
72404	11/13/23	MELAN010 MELANIE HIGGINS			8618
V2301648		REFUND GIRLS FIELD HOCKEY	40.00		
72405	11/13/23	MGLPR005 MGL PRINTING SOLUTIONS			8618
23-01737		Legal Sized Minutes Paper	97.00		
72406	11/13/23	MICHA120 MICHAEL ROGERS			8618
V2301667		2023 BOOT REIMBURSEMENT	54.98		
72407	11/13/23	MICHA155 MICHAEL TERRANOVA			8618
V2301645		RX REIMBURSEMENT	131.52		
72408	11/13/23	MIDAT030 MID-ATLANTIC SERVICE 360, INC.			8618
23-01799		Maintenance contract	8,491.75		
72409	11/13/23	NAPAA005 NAPA AUTO PARTS			8618
23-01618		VEHICLE REPAIRS	265.77		
72410	11/13/23	NIMCO005 NIMCO, INC.			8618
23-01658		2023 RED RIBBON WEEK BANNERS	234.70		
72411	11/13/23	NJADV005 NJ ADVANCE MEDIA			8618
V2301633		ADVERTISEMENT	156.76		
72412	11/13/23	NJLM0005 NJLM			8618
23-00309		Open PO for employment ads	115.00		
72413	11/13/23	NOREG005 NOREGON SYSTEMS, INC			8618
23-01746		DIAGNOSTIC SOFTWARE	360.00		
72414	11/13/23	NORTH045 NORTHEAST NJ CHAPTER OF THE			8618
23-01794		NJ Appraiser Law	65.00		

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
01	CURRENT	Current Fund Account	Continued		
72415	11/13/23	OCEAN015 OCEAN COUNTY BOARD OF HEALTH			8618
V2301640	SEPT 2023	SHELTER SERVICES	632.00		
72416	11/13/23	OCEAN035 OCEAN COUNTY CLERK			8618
V2301613		RECORDING TAX SALE CERTS	325.00		
72417	11/13/23	OCEAN090 OCEAN COUNTY RECYCLING			8618
23-01666		FOR ASPHALT AND CONCRETE WASTE	1,808.46		
23-01805		R-BLEND FOR ROAD REPAIRS	<u>371.50</u>		
			2,179.96		
72418	11/13/23	OFFIC035 OFFICE BASICS, INC.			8618
23-01711		Cleaning supplies	2,349.66		
72419	11/13/23	OZANE005 OZANE TERMITE AND			8618
23-01752		Seasonal Service Contracts	1,935.00		
72420	11/13/23	PAULK010 PAUL KODMAN			8618
V2301635	2023	BOOT REIMBURSEMENT	250.00		
72421	11/13/23	PERSO005 PERSONNEL EVALUATION INC			8618
23-00140		Pre-Employment Screenings	225.00		
72422	11/13/23	RAYMI005 RAY MIKULEWICZ			8618
V2301641	2023	BOOT REIMBURSEMENT	129.96		
72423	11/13/23	RENAE010 RENAE DEJON ROMOGA			8618
V2301632		REFUND TOTALLY DISABLED VET	4,481.28		
72424	11/13/23	RICOH010 RICOH USA, INC			8618
23-01709		Ricoh toner - Bldg. Inspec.	177.36		
23-01763		Ricoh - Blanket - Bldg.	1,307.36		
23-01764		Ricoh Toner - Bldg.	<u>590.42</u>		
			2,075.14		
72425	11/13/23	RIDGE005 RIDGEWAY FIRE COMPANY			8618
V2301022	2023	ANNUAL CONTRIBUTION	30,000.00		
72426	11/13/23	RIGGI005 RIGGINS, INC.			8618
23-01611		*ASAP* DIESEL FUEL FOR FLEET	18,266.01		
72427	11/13/23	RMACO005 RMA COMMUNICATIONS CORP			8618
23-01765		whiting cabling	750.00		
72428	11/13/23	ROBER325 ROBERT MCGUIRE			8618
V2301650		REFUND GIRLS FIELD HOCKEY	40.00		
72429	11/13/23	RUSSE015 R.REID WASTE HAULING&DISPOSAL			8618
23-00572		Blanket for port-a-johns	453.17		
72430	11/13/23	RUTGE025 RUTGERS,CENTER FOR GOVT SVS			8618
23-01442		TC III for Melissa Voza	1,129.00		

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MANCHESTER TOWNSHIP  
Check Register By Check Date

**DRAFT**

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
01	CURRENT	Current Fund Account	Continued		
72431	11/13/23	SAKER005 SAKER SHOPPRITES, INC			8618
		23-00356 VARIOUS DEPARTMENT EVENTS	94.64		
		23-01141 BLANKET FOR FOOD AND SUPPLIES	<u>453.31</u>		
			547.95		
72432	11/13/23	SHANE005 SHANE TITLE ATT: L BOUFORD			8618
		V2301628 REFUND TAX OVERPAYMENT	1,231.66		
72433	11/13/23	STAPL010 STAPLES BUSINESS ADVANTAGE			8618
		23-01697 Misc office supplies	304.65		
72434	11/13/23	TCLEA005 T CLEANERS, LLC			8618
		23-01313 Blanket Uniform Cleaners	390.00		
		23-01698 Police Uniform Dry Cleaning	<u>2,588.00</u>		
			2,978.00		
72435	11/13/23	THEPH005 THE PHOTO CENTER			8618
		23-01734 2023 SUPPLIES FOR TWP EVENTS	279.86		
72436	11/13/23	TONYS010 TONY'S GENERAL MDSE, INC.			8618
		23-01107 SAFETY BOOT ALLOWANCE	1,232.00		
72437	11/13/23	TREAS045 TREASURER, STATE OF NEW JERSEY			8618
		V2301639 NJDEP VEHICLE REGISTRATION	60.00		
72438	11/13/23	TREAS065 TREASURER, STATE OF NJ			8618
		V2301652 ELEVATOR INSPECTION FEE	698.00		
72439	11/13/23	UGICO005 UGI CORPORATION			8618
		V2301665 NAT GAS SUPPLIER ACCT M0004584	166.29		
72440	11/13/23	VERIZ020 VERIZON ONLINE			8618
		V2301655 PHONE SVC 555-731-148-0001-43	136.57		
		V2301656 PHONE SVC 452-496-004-0001-40	<u>126.99</u>		
			263.56		
72441	11/13/23	VERIZ035 VERIZON			8618
		V2301627 PHONE SVC 450-491-959-0001-89	36.55		
72442	11/13/23	VERIZ035 VERIZON			8618
		V2301662 PHONE SVC 450-717-460-0001-55	487.92		
72443	11/13/23	VINCE035 VINCENT VIGLIOTTI			8618
		V2301631 REFUND TAX OVERPAYMENT	214.05		
72444	11/13/23	VIRGIO45 VIRGINIA WALKER			8618
		V2301435 REFUND DUPLICATE EMS PAYMENT	150.00		
72445	11/13/23	WBMAS005 WB MASON CO INC			8618
		23-01509 copy paper	755.20		
		23-01606 Office supplies	292.02		

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MANCHESTER TOWNSHIP  
Check Register By Check Date



Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
01 CURRENT		Current Fund Account	Continued		
72445		WB MASON CO INC	Continued		
		23-01710 cleaning supplies	259.25		
			1,306.47		
72446	11/13/23	WELLS065 WELLS FARGO VENDOR FIN.SERVICE			8618
		23-01732 COPIER LEASES VARIOUS DEPARTS.	2,009.94		
72447	11/13/23	WELLV005 WELLVUE 365 LLC			8618
		23-01758 Sign Boards	360.00		
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	116	0	11,146,083.11	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	116	0	11,146,083.11	0.00
Report Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	116	0	11,146,083.11	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	116	0	11,146,083.11	0.00

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
CURRENT FUND:	3-01	1,105,300.33	0.00	9,966,878.26	11,072,178.59
	G-01	73,904.52	0.00	0.00	73,904.52
Total of All Funds:		<u>1,179,204.85</u>	<u>0.00</u>	<u>9,966,878.26</u>	<u>11,146,083.11</u>

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MANCHESTER TOWNSHIP  
Check Register By Check Date

DRAFT

Range of Checking Accts: 04 GEN CAPITAL to 04 GEN CAPITAL Range of Check Dates: 10/24/23 to 11/13/23  
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
04 GEN CAPITAL Capital Account					
2846	11/13/23	ALLHA005 ALL HANDS FIRE EQUIPMENT LLC			8619
		23-01762 Gas & CO2 detectors	2,548.56		
2847	11/13/23	EPLUS010 E-PLUS TECHNOLOGY, INC.			8619
		23-01322 migration to new exchange serv	250.00		
Checking Account Totals					
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
		Checks:	2	0	2,798.56
		Direct Deposit:	0	0	0.00
		Total:	2	0	2,798.56
Report Totals					
			<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
		Checks:	2	0	2,798.56
		Direct Deposit:	0	0	0.00
		Total:	2	0	2,798.56

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MANCHESTER TOWNSHIP  
Check Register By Check Date

DRAFT

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Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
GENERAL CAPITAL:	C-04	2,798.56	0.00	0.00	2,798.56
Total of All Funds:		<u>2,798.56</u>	<u>0.00</u>	<u>0.00</u>	<u>2,798.56</u>

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MANCHESTER TOWNSHIP  
Check Register By Check Date

DBAFT

Range of Checking Accts: 12 ANIMAL to 12 ANIMAL Range of Check Dates: 10/24/23 to 11/13/23  
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Reconciled/Void	Ref Num	
PO #	Description	Amount Paid	Contract		
12 ANIMAL	Animal Control Account				
2256	11/13/23 OCEAN015 OCEAN COUNTY BOARD OF HEALTH			8620	
V2301640	SEPT 2023 SHELTER SERVICES	110.00			
<b>Checking Account Totals</b>					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	1	0	110.00	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	1	0	110.00	0.00
<b>Report Totals</b>					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	1	0	110.00	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	1	0	110.00	0.00

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MANCHESTER TOWNSHIP  
Check Register By Check Date

DRAFT

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Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
ANIMAL CONTROL	3-12	0.00	0.00	110.00	110.00
Total Of All Funds:		<u>0.00</u>	<u>0.00</u>	<u>110.00</u>	<u>110.00</u>

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MANCHESTER TOWNSHIP  
Check Register By Check Date

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Range of Checking Accts: 13 PATF DISCRET to 13 PATF DISCRET Range of Check Dates: 10/24/23 to 11/13/23  
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Reconciled/Void	Ref Num	
PO #	Description	Amount Paid	Contract		
13 PATF DISCRET	PATF Discretionary				
1066	11/13/23 REDEE005 REDEEMER LUTHERAN CHURCH			8621	
V2301659	THANKSGIVING BASKET GIFT CARDS	18,050.00			
<b>Checking Account Totals</b>					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	1	0	18,050.00	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	1	0	18,050.00	0.00
<b>Report Totals</b>					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	1	0	18,050.00	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	1	0	18,050.00	0.00

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MANCHESTER TOWNSHIP  
Check Register By Check Date

DRAFT

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Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
PATF DISCRETIONARY	3-13	0.00	0.00	18,050.00	18,050.00
Total Of All Funds:		<u>0.00</u>	<u>0.00</u>	<u>18,050.00</u>	<u>18,050.00</u>

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MANCHESTER TOWNSHIP  
Check Register By Check Date

DRAFT

Range of Checking Accts: 15 OPEN SPACE to 15 OPEN SPACE Range of Check Dates: 10/24/23 to 11/13/23  
Report Type: All Checks Report Format: Detail Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Charge Account	Account Type	Reconciled/Void Contract	Ref Num
PO #	Item	Description					Ref Seq Acct
15 OPEN SPACE		Open Space Trust					
175	11/13/23	GABBA005 GABBA, LLC					8629
23-00727	1	HOLLY OAKS VIDEO SURVEILLANCE	3,839.05	3-15-286-56-000-000	G/L		1 1
				Reserve for Open Space			
23-00727	2	HOLLY OAKS VIDEO SURVEILLANCE	3,839.05	3-15-286-56-000-000	G/L		2 1
				Reserve for Open Space			
			<u>7,678.10</u>				
176	11/13/23	WALTE015 WALTER R. EARLE CORP.					8629
23-01740	1	TONS 19M64 BASE COURSE ASPHALT	6,917.64	3-15-286-56-000-000	G/L		3 1
				Reserve for Open Space			

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	2	0	14,595.74	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	14,595.74	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	2	0	14,595.74	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	14,595.74	0.00

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MANCHESTER TOWNSHIP  
Check Register By Check Date

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Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
OPEN SPACE TRUST	3-15	0.00	0.00	14,595.74	14,595.74
Total of All Funds:		<u>0.00</u>	<u>0.00</u>	<u>14,595.74</u>	<u>14,595.74</u>

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MANCHESTER TOWNSHIP  
Check Register By Check Date

DRAFT

Range of Checking Accts: 22 DRUG ENF to 22 DRUG ENF Range of Check Dates: 10/24/23 to 11/13/23  
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #	Description				Contract
22 DRUG ENF		Drug Enforcement Trust			
1327	11/13/23	AMAZON01 AMAZON CAPITAL SERVICES INC			8622
23-01721	WD 2TB	Elements Hard Drives	584.91		
1328	11/13/23	MAACO005 MAACO AUTO PAINTING			8623
23-01060	Painting of MRAP		3,000.00		
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	2	0	3,584.91	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	2	0	3,584.91	0.00
Report Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	2	0	3,584.91	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	2	0	3,584.91	0.00

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MANCHESTER TOWNSHIP  
Check Register By Check Date

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Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
DRUG ENFORCEMENT TRUST (LETA)	3-22	0.00	0.00	3,584.91	3,584.91
Total of All Funds:		<u>0.00</u>	<u>0.00</u>	<u>3,584.91</u>	<u>3,584.91</u>

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MANCHESTER TOWNSHIP  
Check Register By Check Date

DRAFT

Range of Checking Accts: 26 RECREATION to 26 RECREATION Range of Check Dates: 10/24/23 to 11/13/23  
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
26 RECREATION		Recreation Trust		
1030	11/13/23	MUSIC010 MUSIC THEATER INTERNATIONAL		8624
23-01570	2023	ADULT THEATRE PROGRAM	1,585.00	
1031	11/13/23	STOUT005 STOUT'S CHARTER SERVICE, INC		8624
23-00515	2023	THEATRE TRIP	1,935.91	

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	2	0	3,520.91	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	3,520.91	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	2	0	3,520.91	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	3,520.91	0.00

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MANCHESTER TOWNSHIP  
Check Register By Check Date

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Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
RECREATION TRUST	3-26	0.00	0.00	3,520.91	3,520.91
Total of All Funds:		<u>0.00</u>	<u>0.00</u>	<u>3,520.91</u>	<u>3,520.91</u>

DRAFT

# 23-425

**RESOLUTION AUTHORIZING PAYMENT OF BILLS**

**November 13, 2023**

BE IT RESOLVED by the Township Council of the Township of Manchester that the fc on the list hereto be paid; the Chief Financial Officer is hereby authorized and directed t checks for the payment of same as and when funds are available.

**SUMMARY**

Water Utility -East	\$	67,555.10
Sewer Utility - East	\$	89,034.40
Utility Escrow - Water	\$	4,209.79
Utility Escrow - Sewer	\$	10,819.74
Sewer Utility Capital Fund	\$	
Water Utility Capital Fund	\$	
	\$	<u>171,619.03</u>

CERTIFICATION:



Diane Lapp

Chief Financial Officer

Signed: \_\_\_\_\_

Roxanne Conniff  
Council President

\_\_\_\_\_  
Teri Giercyk

Township Clerk

DRAFT

UTILITY BILL LIST ADDENDUM

# 23-425

November 13, 2023

WATER OPERATING

PAYROLL WEEK ENDING 11/11/23

\$ -

SEWER OPERATING

PAYROLL WEEK ENDING 11/11/23

\$ -

WATER UTILITY ESCROW

REMINGTON & VERNICK

VARIOUS ESCROWS

4,209.79

\$ 4,209.79

SEWER UTILITY ESCROW

REMINGTON & VERNICK

VARIOUS ESCROWS

10,819.74

\$ 10,819.74

WATER UTILITY CAPITAL FUND

\$ -

SEWER UTILITY CAPITAL FUND

\$ -

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MANCHESTER TOWNSHIP  
Check Register By Check Date

RAFT

Page No: 1

Range of Checking Accts: 05 WATER EAST to 05 WATER EAST Range of Check Dates: 10/24/23 to 11/13/23  
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
05 WATER EAST		Water Operating Fund		
6585	10/26/23	MANCH130 TOWNSHIP OF MANCHESTER PAYROLL		8593
23-01841	PAY 22 WATER EAST	29,887.27		
6586	11/13/23	AMAZON01 AMAZON CAPITAL SERVICES INC		8625
23-01673	Batteries for Archer	215.00		
6587	11/13/23	BLUEM005 BLUE MOUNTAIN DISTRIBUTORS LLC		8625
23-00745	WATER FOR VARIOUS DEPARTMENTS	18.00		
6588	11/13/23	FERGU010 FERGUSON US HOLDINGS, INC		8625
23-01747	Water Break Parts	1,562.80		
6589	11/13/23	HENDE005 HENDERSON LABS , INC		8625
23-01407	Blanket PO Compliance Sampling	9,430.00		
23-01653	Blanket PO Compliance Sampling	11,985.00		
		<u>21,415.00</u>		
6590	11/13/23	JACKC005 JACK COLEMAN		8625
V2301644	2023 BOOT REIMBURSEMENT	199.95		
6591	11/13/23	MGLPR005 MGL PRINTING SOLUTIONS		8625
23-01648	WATER BILL STOCK	979.75		
6592	11/13/23	MRKEY005 MR. KEYS INC		8625
23-01617	WSA Sewer Facility Keys	3,964.00		
23-01628	New Key Install TF5 Front Door	179.00		
		<u>4,143.00</u>		
6593	11/13/23	ONECA005 ONE CALL CONCEPTS, INC		8625
23-01109	Blanket PO Utility Mark Outs	556.55		
6594	11/13/23	REMIN015 REMINGTON & VERNICK ENGINEERS		8625
23-00651	Professional Engineering Serv	1,637.98		
V2301634	w/S ENGINEERING SERVICES	185.00		
V2301637	w/S ENGINEERING SERVICES	657.98		
V2301638	w/S ENGINEERING SERVICES	3,711.25		
		<u>6,192.21</u>		
6595	11/13/23	TOWN005 TOWNSHIP OF MANCHESTER		8625
V2301657	AUG 2023 GAS CONSUMPTION UTIL.	1,664.82		
6596	11/13/23	USABL005 USA BLUEBOOK		8625
23-01665	Parts for the Hypo Tank TF#5	720.75		

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MANCHESTER TOWNSHIP  
Check Register By Check Date

WRAFT

Check #	Check Date	Vendor	Reconciled/Void		Ref Num
PO #	Description		Amount Paid		Contract
05 WATER EAST	Water Operating Fund		Continued		
Checking Account Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	12	0	67,555.10	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	12	0	67,555.10	0.00
Report Totals		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	12	0	67,555.10	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	12	0	67,555.10	0.00

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MANCHESTER TOWNSHIP  
Check Register By Check Date

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Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
WATER EAST FUND:	3-05	67,555.10	0.00	0.00	67,555.10
Total of All Funds:		<u>67,555.10</u>	<u>0.00</u>	<u>0.00</u>	<u>67,555.10</u>

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Range of Checking Accts: 07 SEWER EAST to 07 SEWER EAST Range of Check Dates: 10/24/23 to 11/13/23  
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
07 SEWER EAST		Sewer Operating Account		
4006	10/26/23	MANCH130 TOWNSHIP OF MANCHESTER PAYROLL		8595
23-01843	PAY 22 SEWER EAST	30,091.65		
4007	11/13/23	JCPL0005 J C P & L		8626
V2301664	ELEC SVC 200 001 029 038	3,421.06		
V2301674	ELEC SVC 200 001 127 014	46,342.06		
		49,763.12		
4008	11/13/23	MGLPR005 MGL PRINTING SOLUTIONS		8626
23-01648	WATER BILL STOCK	979.75		
4009	11/13/23	NJWAT005 NJ WATER ASSOCIATION		8626
23-01420	NJWA Conference - A Yodakis	225.00		
4010	11/13/23	REMIN015 REMINGTON & VERNICK ENGINEERS		8626
23-00891	Engineer Serv TP5 Tank Repairs	1,685.00		
23-01533	Proposal TP Upgrades Well 4	5,032.50		
V2301638	W/S ENGINEERING SERVICES	467.50		
V2301675	ENGINEERING SERVICES W/S	357.50		
		7,542.50		
4011	11/13/23	UGICO005 UGI CORPORATION		8626
V2301666	NAT GAS SUPPLIER ACCT M0004721	13.61		
4012	11/13/23	WBMAS005 WB MASON CO INC		8626
23-01694	Office / Cleaning Supplies	418.77		
<b>Checking Account Totals</b>				
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
	Checks:	7	0	89,034.40
	Direct Deposit:	0	0	0.00
	Total:	7	0	89,034.40
<b>Report Totals</b>				
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
	Checks:	7	0	89,034.40
	Direct Deposit:	0	0	0.00
	Total:	7	0	89,034.40

Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
SEWER EAST FUND:	3-07	89,034.40	0.00	0.00	89,034.40
Total of All Funds:		<u>89,034.40</u>	<u>0.00</u>	<u>0.00</u>	<u>89,034.40</u>

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#23-426

November 13, 2023

**RESOLUTION AUTHORIZING PAYMENT OF BILLS**

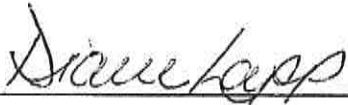
**MANCHESTER TOWNSHIP, NEW JERSEY**

BE IT RESOLVED by the Township Council of the Township of Manchester that the following bills on the list hereto be paid; the Chief Financial Officer is hereby authorized and directed to draw checks for the payment of same as and when funds are available.

**SUMMARY**

Water Utility West	\$	79,709.91
Sewer Utility West	\$	25,135.42
Water Utility West Capital Fund	\$	18,950.00
Sewer Utility West Capital Fund	\$	-
	\$	<u>123,795.33</u>

**CERTIFICATION:**



Diane Lapp  
Chief Financial Officer

Signed: \_\_\_\_\_

Roxanne Conniff  
Council President

\_\_\_\_\_  
Teri Giercyk  
Township Clerk

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UTILITY WEST ADDENDUM

#23-426

WATER WEST OPERATING  
PAYROLL WEEK ENDING 11/11/23

0.00

SEWER WEST OPERATING  
PAYROLL WEEK ENDING 11/11/23

WATER WEST CAPITAL

ALLIED CONTROL SERVICE

18,950.00

SEWER WEST CAPITAL

18,950.00

0.00

November 8, 2023  
12:46 PM

MANCHESTER TOWNSHIP  
Check Register By Check Date

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Page No: 1

Range of Checking Accts: 30 WATER WEST to 30 WATER WEST Range of Check Dates: 10/24/23 to 11/13/23  
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
PO #		Description			Contract
30 WATER WEST		Water West Account			
23173	10/26/23	MANCH130 TOWNSHIP OF MANCHESTER PAYROLL			8594
23-01842		PAY 22 WATER WEST	26,536.44		
23174	11/13/23	ALLIE005 ALLIED CONTROL SERVICES, INC			8627
23-01684		WSA Wells 6&7 Control Mods	592.00		
23-01800		Extras for PO#23-01684	370.00		
23-01801		WSA Well 11 Annual Web Support	1,202.00		
			<u>2,164.00</u>		
23175	11/13/23	ALLIN005 ALL INDUSTRIAL SAFETY PROD INC			8627
23-01679		Winter Jackets	32.40		
23176	11/13/23	AMERI065 AMERICAN WEAR, INC.			8627
23-01547		Blanket PO for Uniforms	552.10		
23177	11/13/23	FERGU010 FERGUSON US HOLDINGS, INC			8627
23-01490		Repair Clamps Distribution Sys	900.94		
23178	11/13/23	JCPL0005 J C P & L			8627
V2301673		ELEC SVC 200 001 030 002	17,593.93		
23179	11/13/23	MGLPR005 MGL PRINTING SOLUTIONS			8627
23-01648		WATER BILL STOCK	979.75		
23180	11/13/23	MIRAC005 MIRACLE CHEMICAL CO.			8627
23-01591		Blanket PO for Hypo	12,479.65		
23181	11/13/23	NUWOR005 NUWORLD TITLE- PAT CAMAL			8627
V2301658		REFUND WATER OVERPAYMENT	84.87		
23182	11/13/23	OCEAN090 OCEAN COUNTY RECYCLING			8627
23-01363		Blanket PO Asphalt Disposal	657.00		
23183	11/13/23	REEDP005 REED & PERRINE SALES, INC.			8627
23-01780		Blanket PO for Lime	9,875.00		
23184	11/13/23	REMIN015 REMINGTON & VERNICK ENGINEERS			8627
23-01284		Engineering Services Well 5	185.00		
V2301634		W/S ENGINEERING SERVICES	555.00		
			<u>740.00</u>		
23185	11/13/23	SUBUR010 SUBURBAN PROPANE			8627
23-00073		WSA Blanket PO Propane	50.00		
23186	11/13/23	TOWN0005 TOWNSHIP OF MANCHESTER			8627
V2301657		AUG 2023 GAS CONSUMPTION UTIL.	1,664.82		
23187	11/13/23	VERIZ035 VERIZON			8627
V2301614		PHONE SVC 250-775-723-0001-90	56.77		

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MANCHESTER TOWNSHIP  
Check Register By Check Date

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Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	
30	WATER WEST	Water West Account	Continued	
23188	11/13/23	VERIZON		8627
V2301624	PHONE SVC	150-717-292-0001-86	5,342.24	
<b>Checking Account Totals</b>				
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
	Checks:	16	0	79,709.91
	Direct Deposit:	0	0	0.00
	Total:	16	0	79,709.91
<b>Report Totals</b>				
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>
	Checks:	16	0	79,709.91
	Direct Deposit:	0	0	0.00
	Total:	16	0	79,709.91

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MANCHESTER TOWNSHIP  
Check Register By Check Date

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Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
WATER WEST FUND:	3-30	79,709.91	0.00	0.00	79,709.91
Total of All Funds:		<u>79,709.91</u>	<u>0.00</u>	<u>0.00</u>	<u>79,709.91</u>

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Range of Checking Accts: 32 SEWER WEST to 32 SEWER WEST Range of Check Dates: 10/24/23 to 11/13/23  
 Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Reconciled/Void	Ref Num
PO #	Description	Amount Paid	Contract	Contract
32 SEWER WEST		Sewer West Account		
11919	10/26/23	MANCH130 TOWNSHIP OF MANCHESTER PAYROLL		8596
23-01844	PAY 22 SEWER WEST	21,005.61		
11920	11/13/23	ALLIN005 ALL INDUSTRIAL SAFETY PROD INC		8628
23-01679	Winter Jackets	867.50		
11921	11/13/23	JCPL0005 J C P & L		8628
V2301663	ELEC SVC 200 001 127 022	1,195.12		
11922	11/13/23	MGLPR005 MGL PRINTING SOLUTIONS		8628
23-01648	WATER BILL STOCK	979.75		
11923	11/13/23	VERIZ035 VERIZON		8628
V2301625	PHONE SVC 250-717-282-0001-79	271.86		
11924	11/13/23	VERIZ035 VERIZON		8628
V2301626	PHONE SVC 450-717-281-0001-52	815.58		

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	6	0	25,135.42	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	6	0	25,135.42	0.00

Report Totals	Paid	Void	Amount Paid	Amount Void
Checks:	6	0	25,135.42	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	6	0	25,135.42	0.00

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MANCHESTER TOWNSHIP  
Check Register By Check Date

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Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
SEWER WEST FUND:	3-32	25,135.42	0.00	0.00	25,135.42
Total of All Funds:		<u>25,135.42</u>	<u>0.00</u>	<u>0.00</u>	<u>25,135.42</u>

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MANCHESTER TOWNSHIP  
Check Register By Check Date

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Range of Checking Accts: 31 WAT WEST CAP to 31 WAT WEST CAP Range of Check Dates: 10/24/23 to 11/13/23  
Report Type: All Checks Report Format: Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Reconciled/Void	Ref Num	
PO #	Description	Amount Paid	Contract		
31 WAT WEST CAP	Water Capital West Account				
41 11/13/23	ALLIE005 ALLIED CONTROL SERVICES, INC		8630		
23-01742	REPLACCE BOOSTER STATION #1	18,950.00			
<b>Checking Account Totals</b>					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	1	0	18,950.00	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	1	0	18,950.00	0.00
<b>Report Totals</b>					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	1	0	18,950.00	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	1	0	18,950.00	0.00

November 8, 2023  
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MANCHESTER TOWNSHIP  
Check Register By Check Date

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Totals by Year-Fund Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
WATER WEST CAPITAL:	C-31	18,950.00	0.00	0.00	18,950.00
Total of All Funds:		<u>18,950.00</u>	<u>0.00</u>	<u>0.00</u>	<u>18,950.00</u>

**AN ORDINANCE OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, APPROVING THE REDEVELOPMENT PLAN FOR BLOCK 62, LOTS 30 AND 31.01**

**WHEREAS**, the Governing Body of the Township of Manchester, County of Ocean, New Jersey ("Governing Body") has designated an area known as Block 62, Lots 30 and 31.01 on Township of Manchester Tax Maps including rights of way (the "Redevelopment Area"), as an area in need of redevelopment; and

**WHEREAS**, the Governing Body intends to adopt a redevelopment plan to provide specific provisions for the redevelopment of the Redevelopment Area; and

**WHEREAS**, the Governing Body has referred the proposed Redevelopment Plan ("Redevelopment Plan") to the Township of Manchester Planning Board for review and recommendation; and

**WHEREAS**, the Governing Body has received the recommendation of the Planning Board and has conducted a public hearing on the proposed Redevelopment Plan; and

**NOW, THEREFORE, BE IT ORDAINED** by the Governing Body of the Township of Manchester, County of Ocean, State of New Jersey, that:

**SECTION 1.** Pursuant to the Authority granted to the Governing Body by N.J.S.A. 40A:12A-7, the Redevelopment Plan, dated October 9, 2023, prepared by Morgan Engineering LLC is on file at the Office of the Township Clerk and can be reviewed by the public during normal business hours.

**SECTION 2.** Pursuant to the provisions of N.J.S.A. 40A:12-7c, the Redevelopment Plan shall constitute an overlay zoning district within the redevelopment area. The official Township Zoning Map shall be amended to henceforth coincide with the Redevelopment Plan.

**SECTION 3.** An Ordinance or parts of Ordinances inconsistent with the provisions of this Ordinance are hereby repealed as to such inconsistency only.

**SECTION 4.** If any provision of this Ordinance is declared invalid, such invalidity shall not affect the other provisions of this Ordinance. Furthermore, the other provisions of this Ordinance are deemed to be severable and remain in full force and effect.

**SECTION 5.** This Ordinance shall take effect after final approval and publication according to law.

**NOTICE**

**NOTICE IS HEREBY GIVEN** that the foregoing Ordinance was introduced and passed by the Township Council of the Township of Manchester on first reading at a meeting held on the **10<sup>th</sup> day of October 2023 at 6:00 p.m.** The Ordinance will be considered for second and final reading at a meeting of the Township Council which is scheduled for **13<sup>th</sup> day of November, 2023 at 6:00 p.m.** or as soon thereafter as the matter may be reached, at the Municipal Building located at 1 Colonial Drive, Manchester, New Jersey 08759, at which time the public is invited to ask questions, raise objections, or provide public comment with regard to the proposed adoption of this Ordinance.

\_\_\_\_\_  
Teri Giercyk, RMC/CMC  
Municipal Clerk

**AN ORDINANCE OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE PURCHASE OF LAND COMMONLY KNOWN AS WHITINGS TERRACE BETWEEN THE TOWNSHIP OF MANCHESTER AND REALTY OWNERSHIP VENTURES, INC. PURSUANT TO N.J.S.A. 40A:12-3 (\$41,628.00)**

**BE IT ORDAINED** by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, as follows:

**SECTION 1. Purpose:** Realty Ownership Ventures, Inc. is currently the owner of certain real property located in the Township of Manchester commonly known as Whitings Terrace and more specifically set forth on the attached Schedule "A". The Township has agreed to purchase the land as identified on Schedule "A" owned by Realty Ownership Ventures, Inc. for the sum of \$41,628.00.

**SECTION 2: Authorization:** Pursuant to N.J.S.A. 40A:12-3, a municipality may agree to enter into an agreement for the purchase of lands which is in the best interest of the municipality. The Township has determined it is beneficial to the Township to obtain title to the properties commonly known as Whitings Terrace and more specifically set forth on the attached Schedule "A". As a result, this Ordinance authorizes the purchase of said land pursuant to N.J.S.A. 40A:12-3, between the Township of Manchester and Realty Ownership Ventures, Inc., for the sum of \$41,628.00, and in accordance with the terms and conditions of a proposed Contract for same as set forth and attached hereto as Schedule "B".

**SECTION 3.** Upon the adoption of this ordinance, the Mayor, Township Clerk and Township professionals are hereby authorized to execute any and all documents necessary to implement the intent of this ordinance.

**SECTION 4.** All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

**SECTION 5.** Pursuant to the provisions of N.J.S.A. 40:69A-181(b), this Ordinance shall take effect twenty (20) days after its final passage by the Township Council and approval by the Mayor where such approval is required by law.

**NOTICE**

PUBLIC NOTICE is hereby given that the foregoing ordinance was introduced at a meeting of the Township Council of the Township of Manchester, in the County of Ocean and State of New Jersey on the 23<sup>rd</sup> day of October 2023 and was then read for the first time. The said ordinance will be further considered for final passage by the Township Council in the Town Hall at 6:00 p.m. on November 13, 2023. At such time and place or any time or place to which said meeting may be adjourned, all persons interested will be given an opportunity to be heard concerning said ordinance.

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Teri Giercyk, RMC/CMC  
Municipal Clerk

# SCHEDULE A

BLOCK	LOT	ADDITIONAL LOT1
82.07	3	4-5
82.07	7	8-9
82.07	11	
82.07	13	14-16
82.07	21	
82.07	27	28
82.07	31	32-66
82.08	1	2
82.08	7	8-28
82.08	29	
82.08	30	31-35
82.14	3	4
82.14	7	8-9
82.14	11	12-55
82.14	58	59
82.14	61	62-67
82.14	68	69-70
82.14	71	72-98
82.15	2	
82.15	5	6-8
82.15	9	
82.15	13	
82.15	15	16-18
82.15	22	23
82.15	25	
82.15	27	
82.15	28	
82.15	29	30
82.15	34	
82.15	37	38-39
82.15	43	
82.15	45	46
82.15	61	
82.15	64	65-67

\*see below

82.15	82	
82.16	2	3
82.16	5	6
82.16	8	9-38
82.17	2	
82.17	4	
82.17	5	
82.17	7	8-10
82.17	12	
82.17	15	
82.17	17	18
82.17	19	
82.17	20	21
82.17	23	
82.17	30	
82.17	33	
82.17	37	
82.17	40	
82.17	42	43
82.17	47	
82.17	52	
82.17	54	
82.17	56	
82.08	6	
82.14	5	6
82.14	10	
82.14	56	57
82.15	1	
82.15	3	4
82.15	10	
82.15	11	
82.16	1	
82.16	4	
82.16	7	
82.17	1	
82.17	3	
82.17	6	

\* Block 92.08, Lots 1 & 2 as to an undivided 2/3 interest

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**Contract to Purchase Real Property**

This contract ("Contract") is effective on the \_\_\_\_ day October, 2023 (the "Effective Date"), by and between

**REALTY OWNERSHIP VENTURES, INC. ,**

whose address is 700 Boston Boulevard, Sea Girt, New Jersey 08750  
referred to as the "Seller",

AND the **TOWNSHIP OF MANCHESTER**, a municipal corporation of the State of New Jersey,

whose address is 1 Colonial Drive, Manchester, New Jersey  
referred to as the "Buyer."

1. **Purchase Contract.** The Seller obligates itself to sell and the Buyers obligate themselves to purchase the property described in this contract.

2. **Property.** (a) SEE attached Schedule A.  
(b) Block 82.08, Lots 1 & 2 shall be assigned to Buyer via tax sale certificate 21-00074

3. **Purchase Price.** The "Purchase Price" is **\$ 41,628.00**

Deposit to be paid on the Effective Date	<u>\$ 0.00</u>
Mortgage	<u>\$ 0.00</u>
Balance to be paid on the Closing Date	<u>\$ 41,628.00</u>

4. **Deposit monies.** Not Applicable.

5. **Time and Place of Closing.** "Closing" refers to the conveyance of title from the Seller to the Buyer. The "Closing Date" refers to the date that title is conveyed from the Seller to the Buyer. The Closing Date shall occur on or about December 1, 2023. The Closing shall be held at the offices of Buyers' attorney or title agent. Seller may close by mail.

6. **Transfer of Ownership.** At the Closing, the Seller shall convey title to the Buyers by a properly executed Deed, Seller's residency form, adequate affidavit of title, 1099 reporting form, FIRPTA certificate and any other documents that may be reasonably required by Buyer's attorney or title agent to facilitate the transfer of title. Each party shall bear their own costs for preparation of closing documents, charges, etc. Seller shall not pay for any title charges or fees, those are responsibility of Buyers.


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Seller initials  Buyers initials \_\_\_\_\_

7. Type of Deed. A deed is a written document used to transfer ownership of property. In this sale, the Seller agrees to provide and the Buyer agrees to accept a deed known as a bargain and sale with covenants against grantor's acts.
8. Title. Title to the Property shall be marketable and insurable by any reputable title insurance company of the State of New Jersey at regular rates, which shall not result in non-standard exceptions to the commitment for title insurance. If Seller fails to cure title or survey defects after notice by Buyers, Seller shall return the deposit to the Buyers and all reasonable expenses of examination of title, and neither party shall have any further obligation nor shall they have any other rights hereunder against the other.
9. Taxes. Real Estate Taxes shall be prorated between the parties as of the closing date, with charges for the day of closing attributable to the Seller. Seller shall be responsible for all roll-back taxes or agricultural transfer taxes and any other form of taxes or county assessment which become due as a result of the transfer of title to Buyer.
10. Possession. At the Closing the Buyers shall be given possession of the Property.
11. Complete Contract. This Contract is the entire and only agreement between the Buyers and Seller. This Contract replaces and cancels any previous agreements between the Buyers and Seller. This Contract can only be changed by an agreement in writing signed by both Buyer and Seller. The Seller represent that it has not made any other contract to sell the Property to anyone else.
12. Parties Liable. This Contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities.
13. Notices. All notices under this Contract must be made in writing. All notices shall be sent to the party attorneys via fax or email, but "time of essence" notices must be sent to the party attorneys via fax or email, regular mail and certified mail (return receipt requested). Party attorneys entitled to notice are:

**For Buyer:**  
Lauren R. Staiger, Esq.  
**DASTI & STAIGER, P.C.**  
310 Lacey Road  
P.O. Box 779  
Forked River, NJ 08731  
Office Phone: 609-549-8990  
Email: [LSTAIGER@Dastilaw.com](mailto:LSTAIGER@Dastilaw.com)

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Seller initials  Buyers initials \_\_\_\_\_

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**For Seller:**

Richard O. Venino, Jr., Esq.  
700 Boston Blvd.  
Sea Girt, NJ 08750  
Office Phone: 732-449-2321  
[rovjrlaw@yahoo.com](mailto:rovjrlaw@yahoo.com)

14. Real Estate Broker: Neither party has employed any broker or agent who might be entitled to a fee or commission in connection with the Contract.

15. Assignment. This Contract cannot be assigned without the prior written approval of Seller.

16. Default. Each party may pursue any and all legal and equitable remedies in the event of default hereunder.

17. Representations and Warranties. Seller hereby represents and warrants, to the best of Seller's Knowledge:

(a) Seller, and the person executing this Contract for Seller, has full power, authority and legal right to enter into this Contract and perform under this Contract. This Contract is the legal, valid and binding obligation of Seller enforceable against Seller in accordance with its terms. The execution and delivery of this Contract and the consummation of the transaction contemplated hereby shall not constitute a violation or breach by Seller of any other agreement, instrument, judgment, order or injunction to which Seller is bound. This provision shall survive Closing.

(b) There are no pending or threatened actions or proceedings before any court or administrative agency which shall materially affect the ability of Seller to perform its obligations under this Contract.

(c) No condemnation or eminent domain proceeding is pending or threatened as to the Property or the Development.

(d) No bankruptcy, insolvency, rearrangement or similar action or proceeding, whether voluntary or involuntary, is pending or threatened against the Seller and Seller has no intention of filing or commencing any such action or proceeding prior to Closing.

(e) Seller is the fee simple owner of the Property.

Seller initials RV Buyers initials \_\_\_\_\_

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- (f) There are no existing or pending contracts of sale, options to purchase or rights of first refusal (or the like) currently pending with respect to the Property.
- (g) Seller is not a foreign person as the term is defined in Section 1445 of the Internal Revenue Code as amended by the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA") and Seller shall provide Buyer with a certificate to that effect in compliance with FIRPTA at Closing.
- (h) Seller has not received any notice, from any federal, state or municipal government or agency thereof, of any violations of any federal, state, or municipal laws, ordinances, orders, regulations, or requirements affecting the Property within the last five (5) years and to the best of Seller's knowledge, with respect to the Property, there are no outstanding violations of any laws, statutes. Any notices of such violations hereafter issued prior to Closing shall be satisfied prior to Closing by Seller at Seller's sole cost and expense. This provision shall survive Closing.
- (i) Seller hereby represents that, to the extent necessary, Seller obtained all necessary permits and/or other approvals from the municipality for any/all work done at the premises that required such permits and/or approvals. There are no open permits for the subject property.
- (j) Seller hereby represents that the within transaction is not a short sale and does not require approval from any mortgage company. Seller further represents that the Seller has sufficient funds to ensure that the transaction is properly consummated.
18. Representations and Warranties of Buyer. Buyer hereby represents and warranties to the best of their knowledge as follows:
- (a) Buyer has mortgage preapproval to purchase the subject property and otherwise has sufficient funds to cover the purchase price less the mortgage amount.
19. Bulk Sales Act. The Seller agrees to comply, if applicable, with the New Jersey Bulk Sales Act.
20. Attorney Review. There is no attorney review provision as this Contract was prepared by an attorney and not a real estate agent. This Contract shall be binding as-is on the Effective Date.
21. This contract is not "time of the essence" and the parties hereto agree to reasonable requests for extensions of time, as needed.

Seller initials

Buyers initials \_\_\_\_\_

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22. Seller reserves the right to make a Noncash Charitable Contribution to the Township of such amount in excess of the sales price, which sum shall be determined by Seller obtaining an appraisal, at their sole cost and expense, by a licensed New Jersey appraiser.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year first above written.

WITNESS:

\_\_\_\_\_

SELLER:

REALTY OWNERSHIP VENTURES, INC.

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

Richard O. Venino, Jr., Esq.

WITNESS:

\_\_\_\_\_

BUYER:

TOWNSHIP OF MANCHESTER

By: Robert Arace, Mayor

Seller initials \_\_\_\_\_


Buyers initials \_\_\_\_\_

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Seller initials  Buyers initials \_\_\_\_\_

# SCHEDULE A

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BLOCK	LOT	ADDITIONAL LOT1
82.07	3	4-5
82.07	7	8-9
82.07	11	
82.07	13	14-16
82.07	21	
82.07	27	28
82.07	31	32-66
82.08	1	2
82.08	7	8-28
82.08	29	
82.08	30	31-35
82.14	3	4
82.14	7	8-9
82.14	11	12-55
82.14	58	59
82.14	61	62-67
82.14	68	69-70
82.14	71	72-98
82.15	2	
82.15	5	6-8
82.15	9	
82.15	13	
82.15	15	16-18
82.15	22	23
82.15	25	
82.15	27	
82.15	28	
82.15	29	30
82.15	34	
82.15	37	38-39
82.15	43	
82.15	45	46
82.15	61	
82.15	64	65-67

\*see below

82.15	82	
82.16	2	3
82.16	5	6
82.16	8	9-38
82.17	2	
82.17	4	
82.17	5	
82.17	7	8-10
82.17	12	
82.17	15	
82.17	17	18
82.17	19	
82.17	20	21
82.17	23	
82.17	30	
82.17	33	
82.17	37	
82.17	40	
82.17	42	43
82.17	47	
82.17	52	
82.17	54	
82.17	56	
82.08	6	
82.14	5	6
82.14	10	
82.14	56	57
82.15	1	
82.15	3	4
82.15	10	
82.15	11	
82.16	1	
82.16	4	
82.16	7	
82.17	1	
82.17	3	
82.17	6	

\* Block 92.08, Lots 1 & 2 as to an undivided 2/3 interest

**AN ORDINANCE OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN,  
STATE OF NEW JERSEY AMENDING CHAPTER 326 OF THE TOWNSHIP CODE  
ENTITLED "RENT LEVELING"**

**NOW THEREFORE BE IT ORDAINED** by the Township Council of the Township of Manchester, County of Ocean and State of New Jersey as follows:

**SECTION 1.** Chapter 326 of the Township Code entitled "Rent Leveling" is hereby created, which shall read as follows:

**§ 326-1. Definitions.**

The following definitions shall apply to this chapter:

**AVAILABLE FOR RENT TO TENANTS**

Fit for habitation, as defined by the statutes, codes and ordinances in full force and effect in the State of New Jersey, County of Ocean, and Township of Manchester, and occupied or unoccupied and offered for rent.

**CONSUMER PRICE INDEX**

The consumer price index (all items) for the region of the United States of which the Township of Manchester, New Jersey, is a part, published periodically by the Bureau of Labor Statistics, United States Department of Labor. The index used will be the CPI-U index.

**MOBILE HOME PARK**

A parcel of land which has been so designed and improved that it contains two or more mobile/manufactured home lots available to the general public for the placement thereon of mobile/manufactured homes for occupancy.

**MOBILE HOME SPACE**

Includes that portion of a mobile home park rented or offered for rent, for the purpose of parking or positioning a trailer, mobile or manufactured home for living and dwelling purposes, to one or more tenants or family units together with all the privileges, services, equipment, facilities and improvements connected with the use or occupancy of such portion of the property. Mobile home spaces which are newly constructed and rented for the first time are exempted, and the initial rent may be determined by the owner. All subsequent rents will be subject to the provisions of this chapter.

**REASONABLE AND NECESSARY OPERATING EXPENSES**

All expenses actually incurred and accrued by the landlord for the operation of the mobile home park during a calendar year. Reasonable and necessary operating expenses shall be computed in accordance with the following limitations and requirements:

- A. Taxes shall be limited to amounts actually paid solely on the mobile home park.

B. Repair and maintenance expenses shall not include expenditures for major improvements or items which meet the definition of capital improvements.

C. Professional fees, including legal and accounting expenses, shall be limited to actual costs for day to day operation of the park. Legal and accounting expenses resulting solely from an application made pursuant to this chapter or resulting in legal challenges of this chapter shall be considered "reasonable and necessary operating expenses," as defined in this chapter.

D. Management expenses shall be limited to the amounts paid for actual services performed by a manager of a management firm. In no event shall a fee for management services exceed what the Rent Board determines to be reasonable

### **RENTAL INCOME**

The payable rent charged and received for the mobile home space over the previous twelve-month period exclusive of any of the following: the pass through of all real property taxes, space fees or license fee charged by the Township of Manchester pursuant to any duly adopted ordinance, any pass through of the cost of utilities if the same are provided for by the landlord and any increase for major improvements as permitted by § 326-9(B) hereof.

### **UTILITIES**

The minimum rate charged for sewerage, water service and private trash collection. In areas where there are no public sewer or water service utilities, it shall include private septic and private well systems. Any single renovation of an existing utility system which meets the definition of a major improvement under this chapter is excepted from this definition.

### **§ 326-2. Determination of rents.**

A. The establishment of rents for mobile home rental spaces between a landlord and a tenant, and which are available to rent to tenants to which this chapter is applicable, shall hereafter be determined by the following provisions:

(1) No continuing tenant, at the termination of a tenancy, shall suffer or be caused to pay any rent increase for the mobile home space in any twelve-month period which exceeds increases permitted herein for the twelve-month period. This Ordinance does not limit the amount of rent that the landlord may negotiate with and charge to a new tenant who agrees to pay that rent, but once a rent is established for a new tenant this ordinance shall thereafter limit the annual increases that may be imposed upon that tenant;

(2) The landlord shall be entitled, without need for application or hearing, to a yearly rent increase in an amount equal of 3.5% of the previous twelve-month rental income for the mobile home space, or the percentage increase in the consumer price index, whichever is less. For the avoidance of doubt, if the consumer price index is less than zero, there shall be no obligation to reduce rents on that account. The landlord is not obligated to increase the rent by the amounts permitted by this Ordinance but shall not increase the rent to an existing resident by more than is permitted by the Ordinance. The percentage increase of the consumer price index shall be effective for increases as of, or after January 1. The consumer price index for the region including the County of Ocean during the Month of September of the previous year shall be the index utilized for this purpose. The landlord must notify the Manchester Township Rent Leveling Board of any rent increase.

(3) Increase by agreement. Where the landlord and the tenants effectuate a rent increase by agreement, the agreement(s) shall be in writing, signed by the landlord and signed by the tenants representing 75% plus one of the occupied rental units affected by the rent increase. Such rental increases by agreement shall take effect in accordance with the terms and conditions thereof, and a copy of such agreement(s) shall be filed with the Rent Leveling Board within 45 days of the execution of the agreement(s) . Mobile home parks that meet this provision pursuant to current or future agreement(s) will not be subject to the rent increase provision set forth in Subsection 326-2(A)(2) herein.

B. Landlords shall be entitled to “pass through” to tenants the actual amounts paid by the landlord for taxes and utilities, including any real estate or property taxes, without prior approval or authorization from the Rent Leveling Board. Increases permitted pursuant to sections 362-2(A)(1), (2) & (3) and sections 326-7 and 326-15 may be implemented without Rent Board approval. All other increases permitted by this ordinance must be the subject of written Rent Board approval before implementation.

C. A tenant may be notified by other than certified mail only if the landlord or his representative shall serve the tenant personally with the notice provided for herein and shall certify such service by affidavit and retain such affidavit in his records. Upon receipt of said notice and where the increase sought is based upon terms in Subsection 326-9 herein, the Rent Leveling Board shall schedule a hearing on said increase and the landlord shall post, in a conspicuous place in or about the park, a notice of said hearing date at least five days prior to the proposed date of hearing. Where the increase sought from tenants is based upon the terms in Subsection 326-2 herein, no hearing shall be scheduled, no written approval is required and the increase shall become effective on the date specified in said notice if all other applicable provisions of this chapter are complied with.

D. In the event that a landlord shall make application for any rent increase under Subsection 326-9 , said application shall include a certification by the landlord that all information supplied in the application is true and accurate.

E. Any and all bills for work or services submitted in connection with any application for a rent increase, as set forth elsewhere herein, shall be for work invoiced to the landlord within the 18 months next preceding the date of the filing of the application. All bills must be presented with proof of payment thereof. Any bill presented by the landlord which was invoiced earlier than 18 months prior to the date of the application shall be reviewed by the Manchester Township Rent Leveling Board on a case-by-case basis. The landlord shall have the burden of proof as to why the bill was not submitted within the time restrictions provided.

**§ 326-3. Disclosure of rents to new tenants.**

The landlord shall provide and disclose to all new tenants, in writing upon execution of a lease, the sums allocated

in the gross rent paid to the landlord for the following items:

- (1) Rental Income.
- (2) Tax surcharge or passthrough.
- (3) License fee.
- (4) Any other special expense.

**§ 326-4. Certification of compliance; rent reduction due to noncompliance.**

A. Rent increases, as authorized by Subsection 326-9, may be allowed only if the mobile home park substantially complies with all existing state, county and local codes and is deemed available for rent to tenants. As part of his application for any increase under Subsection 326-9, the landlord shall submit to the Rent Leveling Board such certification of compliance with said codes as he is required by law to maintain.

B. Where the mobile home park after reasonable notice and opportunity to cure fails to substantially comply with said codes, any tenant may apply to the Rent Leveling Board for a reasonable reduction in rent, commensurate with diminution in value for the tenant's mobile home space caused by any such noncompliance by the landlord, whereupon the Rent Leveling Board shall duly notify the landlord and schedule the matter for a hearing. If, as a result of such a hearing, a reasonable reduction in rent is granted, it shall remain in effect until the date the noncompliance has been corrected as proved by the landlord.

**§ 326-5. Timing of increase; excess increase.**

After the enactment of this Ordinance, any rental income or additional charge increase at a time other than at the expiration of a tenancy or the termination of a periodic tenancy shall be void, except as otherwise provided in this chapter. Any such rental income or additional charge increase in excess of that authorized by the provisions of this chapter shall be void.

**§ 326-6. Rent reduction procedure.**

A tenant shall be entitled to a rent reduction from a landlord because of a decrease in the municipal property taxes or utilities or any decrease in space fees or license fee charged by the municipality, provided that nothing herein shall require a rebate or reduction as long as the landlord does not pass through or charge the tenant more on account of real estate taxes than the landlord actually paid for such taxes. The reduction shall not exceed that amount authorized by the following provisions:

A. Where the decrease consists of a decrease in the municipal property tax due to aid received from the State Aid for Schools Fund and where said decrease is subject to the provisions of c. 63, P.L. 1976 (N.J.R.S. 54:4-62 et seq.), as may be amended from time to time, the landlord shall make such rebate and upon such terms as c. 63, P.L. 1976, provides.

B. Where the decrease consists of a decrease in the municipal property tax other than that decrease provided for in Subsection A above, the landlord shall divide the decrease in the present tax over the tax for the previous year by the total number of mobile home spaces in the mobile home park. The decrease each tenant is entitled to shall be a reduction computed pursuant to section 326-7 hereof.

C. Where the decrease consists of a decrease in utilities, space fees or license fee, the landlord shall divide the decrease in the present utilities, mobile home space fees or license fee over the utilities, mobile home space fees or license fee of the previous year by the total number of mobile home spaces in the mobile home park to obtain the decrease per space. The decrease each tenant is entitled to shall be a credit to rent in 12 monthly installments commencing from the effective date of said reduction.

Any tenant entitled to a rent decrease hereunder shall be notified by the landlord, by ordinary mail, together with filing of an affidavit of mailing by the landlord, of the calculations involved in computing such reduction and the effective date of such reduction.

**§ 326-7. Municipal Services Fees..**

Municipal service fee increases may be charged when the municipality increases them, the month they are increased. No notice to quit is required. If the municipal fees are reduced, they shall be reduced to the tenant the month they are reduced by the municipality.

**§ 326-8. Tax appeals.**

A. In the event that a municipal property tax appeal is taken by the landlord and the landlord is successful in said appeal and the taxes are reduced, the tenants involved shall receive 50% of said reduction after the landlord's costs of securing said tax reduction have been deducted. The landlord shall receive the remaining benefit of the reduced taxes. Thereafter, in succeeding years, the benefit of such successful tax appeal shall be divided evenly between the tenants and the landlord.

B. Any such successful landlord shall notify the tenants, by certified mail within 30 days after the receipt of the judgment or determination of taxes by taxing authorities, of the calculations involved, including an itemization of the costs of securing said reduction and the reduction each tenant is entitled to, determined by dividing 1/2 the remainder of the amount of said tax reduction by the total number of mobile home spaces in the mobile home park.

**§ 326-9. Additional rent increases.**

A. Hardship. A landlord who finds that the present rental income and additional charges from the mobile home park on which he seeks relief thereunder are insufficient to cover the costs of payments on a first mortgage and any subsequent mortgages directly used to improve and upgrade the mobile home park and/or payments for maintenance and/or all reasonable and necessary operating expenses, and at the same time ensure the landlord a just and reasonable return, may appeal to the Rent Leveling Board for an additional increase in rental income. The Rent Leveling Board, after a hearing, may grant the landlord a rent increase to meet these requirements or needs after consideration of the proofs presented by the landlord, the physical condition of the mobile home park. Prior to filing for any such appeal to the Rent Leveling Board, the landlord must post notice of said appeal setting forth the basis for the appeal in a conspicuous place in and about the mobile home park. Each tenant must be served with written notice either in person or by certified mail. The landlord must thereafter notify each affected tenant in person or by certified mail, of the hearing date for the appeal and post a notice of the hearing in a conspicuous place at the mobile home park for at least 10 days prior to the hearing date. If said increase is granted, it shall not be considered rental income and shall not be calculated in allowable increases as otherwise set forth in the chapter.

B. Major improvements. A landlord may seek an additional charge for major improvements. For the purposes set forth herein a major improvement shall be defined as a major improvement to a park system or facility extending the useful life of its infrastructure, including but not limited to streets, paving or curbing, water system, sewer or septic system, clubhouse, tenant transportation vehicles, or swimming pool, having a direct benefit to the tenants of the park. Applications for major improvement surcharges may be granted upon the demonstration by the landlord, to the satisfaction of the Rent Leveling Board, that the improvement serves a direct benefit to the tenants, and that it was more feasible to renovate or replace an existing object than repair it.

Any single renovation or improvement to the sanitary, sewer or septic system or water system having a cost in excess of \$25,000 shall be deemed a major improvement for purposes of this regulation; and such improvement having a cost of less than \$25,000 shall be considered a utilities expense.

As soon as a hearing date is established for the application, a copy of said notice shall be mailed by certified mail, or hand delivered as provided for herein to any tenant who may be affected by the relief sought in the application. In no event, however, shall the debt service used to calculate a major improvement surcharge exceed the prime rate plus 1%. The landlord seeking a major improvement surcharge shall apply for said surcharge to the Rent Leveling Board. After the hearing is scheduled, the Board will determine at the hearing, after the landlord has provided notice of the application and hearing to the affected tenants by certified mail, if said improvement is a major improvement and, if so, if it shall permit such increase to take place and any conditions thereof. The Tenant notice and application shall include the total cost of the completed major improvement; the number of years of useful life of the improvement for the purposes of depreciation based upon the maximum term allowed under the Internal Revenue Code; the average cost, including debt service, of the improvement (calculated by dividing the cost of the major improvement the total number of mobile home spaces in the mobile home park); and the major improvement surcharge sought from each tenant. If said increase is granted, it shall not be considered rental income and not calculated in allowable increases as otherwise set forth in this chapter. In any event, no increase granted by authority of this section shall exceed 10% of the tenant's monthly rent, unless said increase or major improvement is mandated by law.

C. In the event that a landlord seeks an additional charge for any major improvement, it shall be necessary for said landlord to produce actual receipts and bills for the cost of said improvements, and testimony as to those items will not be considered sufficient in and of itself without the proper backup materials.

D. In the event that a landlord is to seek an additional rent increase based upon major improvements, the charge to be passed on to the tenant shall be based upon the proportionate part of the useful life of said major improvement rather than taking all of the improvement costs in the year that the landlord seeks the rent increase.

E. Loans. In the event that the financial information submitted by the landlord reveals a loan made by the landlord or by someone having an ownership interest in the landlord, if the landlord is a business entity such as a partnership or a corporation, interest expense on any such loan shall be computed based upon a rate not to exceed an imputed rate equal to the prime lending rate charged by commercial banks plus one percentage point.

F. Related entity. In the event the landlord shall retain the services of any related entity (meaning owned by the landlord or someone who has an interest in the landlord as a partnership corporation) the landlord shall provide proof that the cost of this service did not exceed the fair market value of same by more than 5%. The proof requirement established hereunder shall be satisfied by presenting three bids from separate and unrelated vendors.

G. Hearings. Any appeal or hardship rent increase application must be filed 45 days prior to the proposed hearing date. Any data which the landlord seeks to rely upon before the Board must be submitted with the application in order to allow the Board adequate time to review the data prior to the hearing. If the Board finds that it has been given the proper and appropriate information prior to the hearing, the Board may, in its discretion, agree to review additional data at the time of the hearing not previously submitted.

The Board would make such determination based on the pertinence to the landlord's appeal and the finding that the landlord was unable to submit the information or material on a timely basis and was acting in good faith.

H. The Rent Leveling Board must take action and render a decision on all applications presented to it within the following time limitations:

(1) Major improvement applications. The Rent Leveling Board must take action and render a decision on all major improvement applications within 90 days of the application date.

(2) Hardship applications. The Rent Leveling Board must take action and render a decision on all hardship applications within 120 days of the application date.

**§ 326-10. Rent Leveling Board; creation, membership, terms.**

A. There is hereby created a Rent Leveling Board within the Township of Manchester.

B. The Board shall consist of five members and two alternate members who shall serve in the event of absence or disqualification of a regular member. The members of the Board and the alternate members shall be appointed by the Mayor, with the advice and consent of the Township Council, and their terms of office shall be as follows: two members shall be appointed for a period of one year; two members shall be appointed for a period of two years; and one member shall be appointed for a period of 3 years. Both alternates shall be appointed for a period of two years. Each member shall serve without compensation. One member and one alternate member shall be a tenant of a mobile home park, and one member and one alternate member shall be a landlord of a mobile home park, as that term is defined in § 326-1. Each non-landlord member shall be a resident of the Township. Vacancies shall be filled for the balance of the term.

**§ 326-11. Powers and duties of the Board.**

A. The Rent Leveling Board is hereby granted and shall have and exercise, in addition to other powers herein granted, all of the powers necessary and appropriate to carry out and execute the purposes of this chapter, including but not limited to the following:

(1) To issue and promulgate such rules and regulations as it deems necessary to implement the purposes of this chapter, which rules and regulations shall have the force of law until revised, repealed or amended, from time to time, by the Board in the exercise of its discretion, provided that such rules are filed with the Township Clerk and notice of said rules and regulations is provided to all landlords subject to this Ordinance.

(2) To supply information and assistance to landlords, owners and tenants to aid them in complying with the provisions of this chapter.

(3) To hold hearing and adjudicate applications for additional rentals or such other relief as herein provided.

(4) Nothing herein shall be construed to authorize the Rent Board to reduce rents that are authorized by this Ordinance or agreed to by tenants.

B. The Board shall, among its members, elect a Chairman annually on January 1<sup>st</sup> to oversee the operation of the Board.

C. The Board shall give both the landlord or owner and tenant reasonable opportunity to be heard before making any determination and shall base its determination on the relevant credible evidence before it.

D. The Board shall meet twice per month. All meetings of the Rent Leveling Board shall be held at the Township Municipal Building, in the Township Municipal Court Room. In the event that there are no pending applications, the Board Chairman shall cancel a scheduled meeting and shall provide public notice of such cancellation.

#### **§ 326-12. Appeals.**

Both a landlord and tenant may appeal, in writing, the findings of the Rent Leveling Board to a court of competent jurisdiction or any other body agreed upon by the parties within 45 days of the Rent Board decision and said appeals shall be in accordance with Court Rule 4:69-1 et seq. The Township Council shall not hear any appeals. All expenses associated with the cost of an appeal shall be the responsibility of the parties. The Township Council will have no authority to hear appeals of decisions made by the Board.

#### **§ 326-13. Maintenance of standards.**

A. During the term of this chapter, the landlord shall maintain substantially the same standards of service, maintenance and equipment in the mobile home park or mobile home spaces as he provided or was required to do by law or lease, written or unwritten, as of the date the tenancy was entered into.

B. Where the landlord, after reasonable notice and opportunity to cure, fails to substantially maintain such standards, any affected tenant may appeal to the Rent Leveling Board for a reasonable reduction in rent, commensurate with any diminution in the value of the tenant's space as a result of such failure by the landlord, whereupon the Rent Leveling Board shall duly notify the landlord and schedule the matter for hearing. If, as a result of such a hearing, a reasonable reduction in rent is granted, it shall remain in effect until the date on which the landlord again maintains the standards, as proved by the landlord. However, this provision shall not apply to temporary closures related to repairs or improvements, nor shall it apply merely because the landlord substitutes one amenity for another reasonably comparable amenity. For example, if a landlord temporarily closes a clubhouse for repairs, or permanently eliminates tennis courts but thereafter replaces them with a different amenity, e.g., a basketball court or pickleball court, those actions would not provide a basis for a request for rent reduction.

#### **§ 326-14. Violations and penalties.**

Willful violation of any provisions of this chapter, including but not limited to the willful filing with the Administrator of any material misstatement of fact, shall be punishable by a fine of not more than \$1,000 in the discretion of the court. A violation affecting more than one leasehold shall be considered a separate violation as to each leasehold.

#### **§326-15. Market adjustment.**

Upon the transfer of title to new tenants or upon the voluntary, uncoerced vacating or court-ordered eviction, or a repossession of any mobile home by a lender holding a secured interest in same located on

any mobile home space for which rent increases are controlled by the terms of this chapter and upon compliance with Subsections A to B below, at the time of the re-rental of a rental unit the rental increase restrictions of this chapter shall not apply, and a landlord shall be entitled to apply this market adjustment provisions for the rent to be charged for that mobile home space. However, the market adjustment provisions shall not apply a) where a landlord-tenant relationship exists between the landlord and the proposed new tenant where that tenant is transferring to a new rental unit owned by the same landlord on the same property, and b) for any subsequent rental increase for the market-adjusted rental unit unless there is another, separate vacancy event as described in the first sentence of this section. Further clarifying this Item b), if a multiyear lease is proposed for a market-adjusted rental unit, only the initial rent set forth in such lease is subject to market adjustment. All subsequent rentals charged, even those set forth within the multiyear lease, must comply with the rental restrictions of this chapter. When seeking to implement a market adjustment, the landlord shall comply with each of the following:

- A. The landlord shall file with the Rent Board a certification, in such form as prescribed by the Board and signed by the landlord, that the surrender of possession by the vacating tenant was voluntary and uncoerced or pursuant to a lawful court-ordered eviction or repossession.
- B. The landlord shall file with the Rent Board the name and address of the vacating tenant, the then current rental amount of the vacated mobile home space, an identification of the vacated mobile home space and the rent to be charged to the new tenant.

#### **§ 326-16. Effective Date.**

This Ordinance shall take effect January 1, 2024.

From the passage of this Ordinance on second reading, there shall be no rental increases that are effective in 2023 that are inconsistent with this amended ordinance, or the settlement agreements entered into in those matters bearing docket numbers OCN-L-856-23 and OCN-L-826-23.

#### **§ 326-17. New Homes or New Spaces.**

This Ordinance shall not apply to new homes or new spaces.

**SECTION 2.** All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

**SECTION 3.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

DRAFT

**NOTICE**

**NOTICE IS HEREBY GIVEN** that the foregoing ordinance was introduced and passed by the Township Council of the Township of Manchester on first reading at a meeting held on the 23<sup>rd</sup> day of October, 2023 at 6:00 pm. The Ordinance will be considered for second and final reading at a meeting of the Township Council which is scheduled for the 13<sup>th</sup> day of November, 2023, at 6:00 pm or as soon thereafter as the matter may be reached, at the Municipal Building located at 1 Colonial Drive, Manchester, New Jersey 08759, at which time the public is invited to ask questions, raise objections, or provide public comment with regard to the proposed adoption of this Ordinance.

**TERI GIERCYK, RMC/CMC**  
Municipal Clerk

DRAFT

#23-39

**AN ORDINANCE OF THE TOWNSHIP OF MANCHESTER, IN THE COUNTY OF OCEAN, NEW JERSEY, PROVIDING FOR A SPECIAL EMERGENCY APPROPRIATION OF \$850,000 FOR THE PREPARATION AND EXECUTION OF A COMPLETE PROGRAM OF REASSESSMENT OF REAL PROPERTY FOR THE USE OF THE LOCAL ASSESSOR OF THE TOWNSHIP OF MANCHESTER, IN THE COUNTY OF OCEAN, NEW JERSEY**

WHEREAS, N.J.S.A. 40A:4-53 (b) provides that a municipality may adopt an ordinance providing for a special emergency appropriation for the preparation and execution of a complete program of reassessment of real property for the use of the local assessor; and

WHEREAS, the Township Council of the Township of Manchester, in the County of Ocean, New Jersey (the "Township") has determined to provide for the preparation and execution of a complete program of reassessment of real property for the use of the local assessor; and

WHEREAS, the estimated cost of the preparation and execution of a complete program of reassessment of real property for the use of the local assessor is \$850,000.

NOW THEREFORE, BE IT ORDAINED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MANCHESTER, IN THE COUNTY OF OCEAN, NEW JERSEY, AS FOLLOWS:

Section 1. Pursuant to N.J.S.A. 40A:4-53, the sum of \$850,000 is hereby appropriated for the preparation and execution of a complete program of reassessment for the use of the local assessor, and the same shall be deemed a special emergency appropriation as defined and provided for in N.J.S.A. 40A:4-55.

Section 2. The portion of the authorization financed shall be provided for in succeeding annual budgets by the inclusion of at least one fifth of the amount authorized by this ordinance and financed and as provided in N.J.S.A. 40A:4-55.

DRAFT

Section 3. A copy of this ordinance shall be filed with the Director of the Division of Local Government Services.

Section 4. This ordinance shall take effect upon final passage and publication as required by law.

DRAFT

**NOTICE OF PENDING ORDINANCE**

**PUBLIC NOTICE IS HEREBY GIVEN** that the foregoing ordinance was duly introduced and passed upon first reading at a regular meeting of the Township Council of the Township of Manchester, in the County of Ocean, New Jersey, held on October 23, 2023. Further notice is hereby given that said ordinance will be considered for final passage and adoption, after public hearing thereon, at a regular meeting of said Township Council to be held at the Municipal Building, One Colonial Drive, Manchester Township, New Jersey on November 13, 2023 at 6 pm., and during the week prior to and up to and including the date of such meeting, copies of said ordinance will be made available at the Township Clerk's Office to the members of the general public who shall request the same. The ordinance provides for a special emergency appropriation of \$850,000 to provide for the preparation and execution of a complete program of reassessment of real property for the use of the local assessor.

---

Teri Giercyk, Township Clerk

**AN ORDINANCE OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE ACQUISITION OF AN EASEMENT ON A PORTION OF BLOCK 44, LOT 15.05, FROM MANCHESTER APARTMENTS LLC, IN ACCORDANCE WITH N.J.S.A. 40A:12-1 ET SEQ.**

**WHEREAS**, Manchester Apartments LLC is the owner in fee simple of certain real property located in the Township of Manchester, County of Ocean, New Jersey, designated as Block 44, Lot 15.05 on the official Tax Map of the Township of Manchester; and

**WHEREAS**, the Township of Manchester has requested a Utility Easement for access to and the perpetual right to do within the easement area all that may be reasonably necessary for the protection, maintenance, operation, and use of its utility improvements located at Block 44, Lot 15.05, which easement totals 1.706 acres, as more fully described in Schedule A attached hereto and made a part hereof; and

**WHEREAS**, Manchester Apartments LLC has agreed to grant this Utility Easement to the Township of Manchester on Block 44, Lot 15.05; and

**WHEREAS**, N.J.S.A. 40A:12-5 authorizes a municipality to accept property by the adoption of an ordinance authorizing same.

**NOW, THEREFORE, BE IT ORDAINED** by the governing body of the Township of Manchester, County of Ocean, State of New Jersey as follows:

**SECTION 1.** That the governing body does hereby authorize the acceptance of a Utility Easement located on Block 44, Lot 15.05, as more fully described in Schedule A attached hereto and made a part hereof. This property is being donated to the Township of Manchester pursuant to N.J.S.A. 40A:12-5 from Manchester Apartments LLC.

**SECTION 2.** That the Mayor and Municipal Clerk are hereby authorized to execute any and all documents necessary for the acquisition via donation of the subject property.

**SECTION 3.** All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

**SECTION 4.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

**SECTION 5.** This ordinance shall take effect after second reading and publication as required by law.

**NOTICE**

PUBLIC NOTICE is hereby given that the foregoing ordinance was introduced at a meeting of the Township Council of the Township of Manchester, in the County of Ocean and State of New Jersey on the 23<sup>rd</sup> day of October 2023, and was then read for the first time. The said ordinance will be further considered for final passage by the Township Council in the Town Hall at 6:00 p.m. on November 13, 2023. At such time and place or any time or place to which said meeting may be adjourned, all persons interested will be given an opportunity to be heard concerning said ordinance.

\_\_\_\_\_  
Teri Giercyk, RMC/CMC  
Municipal Clerk

DRAFT

**Prepared by and  
Record and Return to:**  
Danielle Kinback, Esq.  
Prime & Tuvel  
14000 Horizon Way, Suite 325  
Mount Laurel, New Jersey 08054

**UTILITY EASEMENT**  
*Block 44, Lot 15.05*  
*Manchester Township, Ocean County, New Jersey*

THIS UTILITY EASEMENT (this “Easement”) is made this \_\_\_ day of \_\_\_\_\_, 2023, by **MANCHESTER APARTMENTS LLC**, a New Jersey limited liability company, with an address of 1985 Cedarbridge Avenue, Suite 5, Lakewood, New Jersey, 08701 (the “Grantor”) in favor of **TOWNSHIP OF MANCHESTER**, a body corporate and politic of the State of New Jersey, with an address at 1 Colonial Drive, Manchester, New Jersey, 08759 (the “Grantee”).

**BACKGROUND**

WHEREAS, Grantor is the owner in fee simple of certain real property located in the Township of Manchester, County of Ocean, New Jersey, designated as Block 44, Lot 15.05 on the official Tax Map of the Township of Manchester (the “Grantor Property”);

WHEREAS, Grantee has requested from Grantor, and Grantor desires to grant to Grantee continuous and perpetual right-of-way and easement through, over, upon, under, in, across and along a portion of Grantor’s Property, as more particularly described in the legal description prepared by FWH Associates, P.A. dated February 15, 2022, revised June 26, 2023 attached hereto as **Exhibit “A”**, and as shown on the easement plan prepared by FWH Associates, P.A. dated February 17, 2022, revised June 26, 2023 attached hereto as **Exhibit “B”** (“Easement Area”), for the operation of water line(s) and all necessary surface and subsurface appurtenances, (collectively, the “Utility Improvements”); and the perpetual right to do within the Easement Area all that may be reasonably necessary for the protection, maintenance, operation and use of the Utility Improvements.

**AGREEMENT**

**NOW THEREFORE**, for the sum of one dollar (\$1.00) and in consideration of the covenants and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. Grantor and Grantee, intending to be legally bound, hereby promise, covenant and agree as follows:

1. **Deed of Easement.** Grantor hereby grants, gives, sells and conveys to Grantee a non-exclusive easement on, over, across, under and through the Easement Area for the purposes of the installation, alteration, maintenance, repair, and/or replacement of those certain underground public

water lines or laterals, now or hereafter to be located within the Easement Area, as more particularly described and shown on Exhibit B.

2. **Location of Easement.** The parties hereto agree that the Easement granted herein relates to a portion of Block 44, Lot 15.05 as designated on the official Tax Map of the Township of Manchester, County of Ocean, State of New Jersey. The Easement granted herein shall be limited to the Easement Area, as more particularly described and shown on Exhibit B.

3. **Purpose of Easement.** This Easement conveys to Grantee the non-exclusive right to utilize the Easement Area for the purpose more fully set forth herein.

4. **Rights of Entry.** Grantor and Grantee expressly acknowledge and agree that Grantee shall have the right of access and entry onto Grantor's Property for the purposes set forth herein. Prior to entering onto the Easement Area, except in the case of an emergency (a) Grantee shall provide to Grantor five (5) business days prior written notice to Grantor with respect to minor work or inspection of the Water Lines and (b) prior to entering and performing any work which would last for more than one (1) business day. Grantee shall coordinate the timing of such entry with Grantor at least thirty (30) days in advance. Such entry shall be limited to the purposes described herein.

5. **Performance of Work.** Grantee shall cause all work performed by Grantee in conjunction with this Agreement to be performed in accordance with professional engineering standards, all applicable laws, rules and regulations, and in such a manner so as to not adversely affect the Grantor's Property. Grantee, at its sole cost and expense, shall obtain all permits required for any such work. Grantee shall promptly repair any damage or disturbance to Grantor's Property and restore the same to its previously existing conditions at the sole cost and expense of Grantee.

6. **Indemnification.** The Grantee, for itself, its employees, contractors and subcontractors, its successors and assigns, does hereby indemnify and hold harmless Grantor, its successors and assigns, from and against any and all claims, demands, actions, suits, losses, costs, charges, expenses, damages and liabilities whatsoever, that Grantor may pay, sustain, suffer or incur by reason of, or in connection with, in any way or manner, the Grantee's exercise of its right under this Agreement. This Agreement, without limiting the generality of the foregoing, includes all costs and expenses, including legal expenses and costs of defense, incurred by Grantor, in connection with any such claims, demands, loss or damage. Grantee releases Grantor from any and all liability arising from entry onto the Grantor's Property by Grantee.

7. **Payment; Not Liens.** For purposes of this Agreement, all costs associated with the Grantee's exercise of its rights under this Agreement shall be the sole responsibility and obligation of the Grantee and Grantor shall have no responsibility or obligation for same. Grantee agrees that there shall be no lien, mechanics or otherwise, recorded, imposed, or asserted against the Grantor's Property or Grantor for payment.

8. **General Covenants.** Grantor and Grantee mutually represent to each other with respect to their rights and entitlements of the respective Easement Area, Grantor's Property and other rights set forth herein as follows:

- a. Grantor agrees that the Easement Area shall not be permanently blocked, prevented or impeded.

- b. Grantor agrees that the Easement Area shall be kept free of any and all permanent structures or improvements which interfere with the Grantee's use of the Easement Area for the purposes set forth herein.
- c. Each party herein agrees to exercise their respective rights and obligations under this Easement so as not to interfere with the rights of the other party; and
- d. Each party agrees to provide such reasonable further assurances and confirmations as are necessary to carry out the terms of this Easement.

9. **Duration of Easement.** This Easement and the conditions, covenants and promises herein contained are intended to be covenants running with the land. This Easement shall endure perpetually and shall be binding upon the heirs, executors, administrators, personal and legal representatives, successors in interest, licensees and assigns of the parties hereto.

10. **Conveyance.** Grantor, its successors and assigns, may convey, mortgage, lease or otherwise transfer title or interest in the lands subject to this Easement; provided, however, the covenants and conditions contained herein shall remain superior to such conveyance, mortgage, lease or transfer, it being the intention of the parties that this Easement and its terms and conditions shall become a part of the chain of title and shall run with the land.

11. **Notices.** Any notices under this Agreement shall be in writing and delivered by overnight mail to the other party or parties herein addressed as set forth below:

**If to Grantor:**

Manchester Apartments LLC  
c/o CT Management LLC  
1985 Cedarbridge Avenue, Suite 5  
Lakewood, New Jersey 08701

**If to Grantee:**

Township of Manchester  
1 Colonial Drive  
Manchester, New Jersey 08759  
Attn: Township Clerk

12. **No Changes.** No change, alteration, amendment, modification or waiver of any of the terms or provisions hereof shall be valid unless the same shall be in writing and signed by the parties hereto.

13. **Entire Agreement.** The entire agreement between the parties hereto is expressly set forth in this Agreement and the parties are not bound by any agreements, understandings, provisions, conditions, representations or warranties other than those expressly set forth herein.

14. **Applicable Law.** This Agreement shall be governed by and construed under the laws of New Jersey.

BRATT

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year first above written.

**GRANTOR:**

MANCHESTER APARTMENTS, LLC,  
a New Jersey limited liability company

By: \_\_\_\_\_  
Name:  
Title:

**GRANTEE:**

TOWNSHIP OF MANCHESTER,  
a municipal corporation

By: \_\_\_\_\_  
Name:  
Title:

DRAFT

STATE OF NEW JERSEY }  
 } SS.  
COUNTY OF }

I CERTIFY that on \_\_\_\_\_, 2023, \_\_\_\_\_ personally came before me, and acknowledged under oath, to my satisfaction, that:

- (a) he/she was authorized to and did personally sign this document as a \_\_\_\_\_ of MANCHESTER APARTMENTS LLC, the Grantor named in this document;
- (b) was authorized to and did execute this document as the legal act of the entity;
- (b) he/she signed, sealed, and delivered this document on their own behalf and that of MANCHESTER APARTMENTS LLC as his/her voluntary act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

[SEAL]

STATE OF NEW JERSEY }  
 } SS.  
COUNTY OF }

I CERTIFY that on \_\_\_\_\_, 2023, \_\_\_\_\_ personally came before me, and acknowledged under oath, to my satisfaction, that:

- (a) he/she was authorized to and did personally sign this document as \_\_\_\_\_ of TOWNSHIP OF MANCHESTER, a body corporate and politic of the State of New Jersey and the Grantee named in this document;
- (b) was authorized to and did execute this document as the legal act of the entity;
- (b) he/she signed, sealed, and delivered this document on their own behalf and that of TOWNSHIP OF MANCHESTER, as his/her voluntary act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

[SEAL]

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**EXHIBIT "A"**  
**EASEMENT AREA**

[ATTACH METES AND BOUNDS LEGAL DESCRIPTION]



DRAFT

1423.0016  
February 15, 2022  
Revised June 26, 2023

**DESCRIPTION OF A WATER EASEMENT  
ON LOT 15.05, BLOCK 44  
MANCHESTER TOWNSHIP, OCEAN COUNTY, NEW JERSEY**

BEGINNING at a point in the Southwesterly line of Commonwealth Boulevard Extension (71' Right-of-Way), said point being where the same is intersected by the Southeasterly line of said Commonwealth Boulevard Extension, and running thence over and through Lot 15.05 the following seventeen (17) courses:

1. South 30° 53' 40" West, 41.35 feet to a point; thence
2. North 59° 06' 20" West, 680.07 feet to a point; thence
3. South 30° 53' 40" West, 269.96 feet to a point; thence
4. South 59° 06' 20" East, 755.55 feet to a point; thence
5. North 71° 09' 32" East, 7.30 feet to a point; thence
6. North 30° 50' 21" East, 258.47 feet to a point; thence
7. North 15° 14' 45" West, 8.54 feet to a point; thence
8. North 59° 06' 20" West, 73.80 feet to a point; thence
9. North 30° 53' 40" East, 34.00 feet to a point; thence
10. South 59° 06' 20" East, 87.49 feet to a point; thence
11. South 15° 14' 45" East, 36.69 feet to a point; thence
12. South 30° 50' 21" West, 285.42 feet to a point; thence
13. South 71° 09' 32" West, 35.55 feet to a point; thence
14. North 59° 06' 20" West, 805.31 feet to a point; thence
15. North 30° 53' 40" East, 337.96 feet to a point; thence
16. South 59° 06' 20" East, 678.57 feet to a point; thence
17. North 30° 53' 46" East, 7.68 feet to a point; thence
18. Along said Southwesterly line of Commonwealth Boulevard, South 58° 34' 24" East, 35.50 feet to the point and place of BEGINNING

Containing 74,321 SF (1.706 Ac.)

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Being known and designated as a Proposed Water Easement as shown on a map entitled "Water Easement Exhibit, Preliminary and Final Major Site Plan & Subdivision, Lot 15.01 ~ Block 44, Tax Map Sheet No. 8, Situated in Manchester Township, Ocean County, New Jersey" as prepared by FWH Associates, P.A. dated 02/17/2022, and revised 6/26/2023



William P. Schemel, P.L.S.  
N.J. Professional Land Surveyor  
License No. 36275

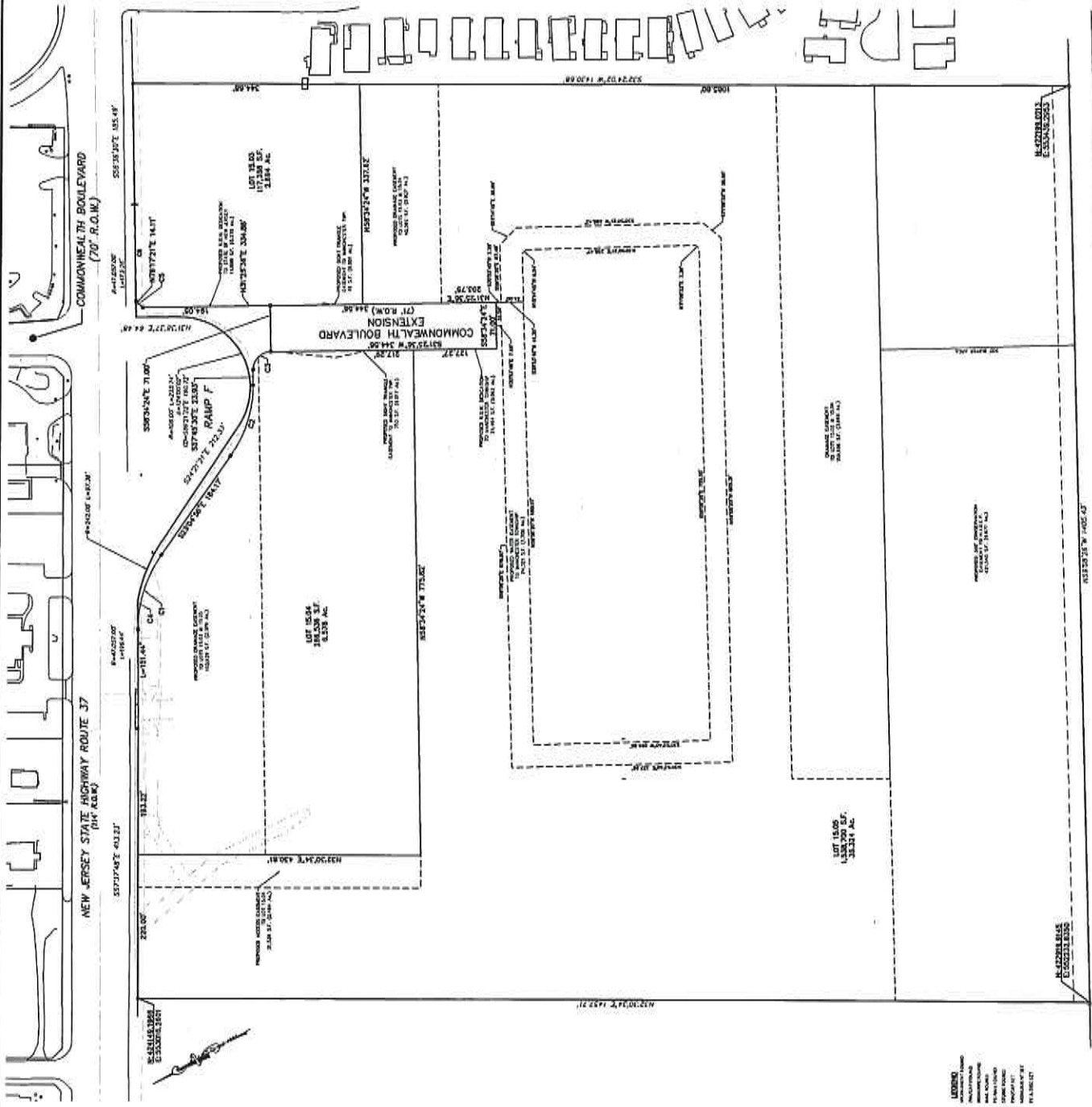
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**EXHIBIT "B"**  
**EASEMENT AREA**

[ATTACH PLAN]

DRAFT



NOISE	NEW YORK	UNION	CL	NY
DATE	EXPIRE	PLAN	DATE	SCALE

**WATER EASEMENT EXHIBIT**  
**PROPOSED ADDITIONAL MARKS TO PLATS A & B REVISION**  
**LOT 15.01 - BLOCK 44**  
 1ST AND 2ND FLS. 9  
 IMPROVED TOWNSHIP, 22ND COUNTY, NEW JERSEY

**EPW**  
 ENGINEERING & PLANNING ASSOCIATES, P.A.  
 1000 ROUTE 100, SUITE 200  
 HIGHTSTOWN, NJ 08520  
 TEL: 609.426.1100  
 FAX: 609.426.1101

**William P. Schemel**  
 PROFESSIONAL LAND SURVEYOR  
 NJ Lic. No. 3670

- LEGEND**
- PROPOSED DRIVEWAY
  - PROPOSED SIDEWALK
  - PROPOSED GARAGE
  - PROPOSED CHANGING CLOSET
  - PROPOSED DRIVEWAY
  - PROPOSED SIDEWALK
  - PROPOSED GARAGE
  - PROPOSED CHANGING CLOSET

**AN ORDINANCE OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY AMENDING AND SUPPLEMENTING CHAPTER 245 OF THE TOWNSHIP CODE ENTITLED "LAND USE AND DEVELOPMENT"**

**NOW THEREFORE BE IT ORDAINED** by the Township Council of the Township of Manchester, County of Ocean and State of New Jersey as follows:

**SECTION 1.** Chapter 245 of the Township Code entitled "Land Use Development" is hereby amended and supplemented, so as to amend Section 245-8, entitled "Definitions; word usage," so as to add the following definitions, which shall read as follows:

**§ 245-8 Definitions; word usage**

**Mixed Use Building**

The Integration of multifamily residential dwellings with commercial uses allowing residential apartments above a ground floor shopping plaza.

**Mixed Use Development**

The development of a tract of land, building, or structure with a variety of complementary and integrated uses, such as but not limited to: townhouses, multifamily residential dwellings, mixed use buildings, & commercial uses.

**Multifamily Residential Dwellings**

A building containing 8 or more dwelling units located over a commercial use.

**SECTION 2.** Chapter 245 of the Township Code entitled "Land Use Development" is hereby amended and supplemented, so as to create Section 245-74.1, entitled "Mixed Use development," which shall read as follows:

**§ 245-74.1 Mixed Use Development**

**A. Purpose:**

- (1) To provide for a mix of commercial, residential, and multifamily residential uses within the Township's Pinelands Zoning District Area PB-1, along County Route 547.
- (2) To permit flexibility in design standards in order to promote creative design concepts.
- (3) To attract additional businesses, employment opportunities, and places to live.
- (4) To serve as an appropriate transition to adjacent residential zones.
- (5) To create a place to live that represents Manchester Township in a unique and attractive way.

**B. Permitted principal uses.**

- (1) Townhouses (2.5 Story maximum building height).
- (2) Multifamily Residential Dwellings.
- (3) Mixed-use buildings.
- (4) Commercial uses.
  1. Shopping plaza, NAICS Sector #'s; 2, 311811, 323114(except manufacturing), 441310, 442110, 442291, 442299, 443111, 443112 (including cellular mobile devices), 443120, 443130, 444130, 445110 (grocery store only), 445120, 445210, 445220, 445230, 445291, 445292, 445299, 445310, 446110, 446120, 446130, 446191, 446199, 448110, 448120, 448130, 448140, 448150, 448190, 448210, 448310, 448320, 451110, 451120, 451130, 451140, 451211, 451212, 451220, 4531, 453210, 453220, 4533, 453910, 453920, 453998, 517110, 517212, 517310, 518111, 52, 531210, 531320, 531390, 541110, 541191, 541211, 541213, 541214, 541219, 541310, 541320, 541330, 541370, 541611, 541612, 541613, 541614, 541618, 541921, 561310, 561431, 561510, 561599, 561621, 561622, 621310, 621320, 621399 (including blood work testing & analysis facility), 621493 (including urgent care centers), 713940,

722410, 722511, 722513, 722514, 722515, 811213, 811430, 812111, 812112, 812113, 812191, 812199 (including day spa), 812320, 812331, & 812910, as permitted in use schedule G.

2. Full & limited-service restaurants, including fast-food restaurants and drive-through restaurants. NAICS Sector #'s; 722511, 722513, 722514, 722515, & 722410, as permitted in use schedule G.

3. Fitness & recreational sports centers. NAICS Sector# 713940, as permitted in use schedule G.

4. Offices for professional, executive or administrative purposes, and related business support services. NAICS Sector #'s; 541213, 541214, 541110, 541211, 541219, 541310, 541320, 541330, 541370, 541611, 541612, 541613, 541614, 541618, & 561310, as permitted in use schedule G.

5. Medical offices. NAICS Sector# 621 (including urgent care centers & blood work testing and analysis facilities), as permitted in use schedule G.

6. Banks, financial institutions, insurance and real estate businesses. Sector #'s, 52, 531110, 531120, 531210, 531311, 531312, 531320, 531190, 541191, 561510, 561599, as permitted in use schedule G.

7. Child-care centers in accordance with N.J.S.A. 40:55D-66.6. and subject to the following conditions:

(a) The facility shall be licensed by the Division of Youth and Family Services of the New Jersey Department of Human Services.

(b) A minimum of 100 square feet of outdoor play area shall be provided per each occupant of rated building capacity, which shall be entirely fenced and protected from hazards such as driveways and cars.

(c) All loading and unloading of children shall take place on-site and not in a public right-of-way.

#### C. Development standards.

(1) Minimum lot size: 5 acres.

(2) The maximum density for Residential Dwelling units, shall be 8 units per gross acre of the entire development tract for mixed use developments.

(3) The ground floor of a mixed-use building shall be utilized as a shopping plaza as specified here-in. No permitted principal use other than multifamily residential dwellings shall be located above the ground floor of any mixed-use building.

(4) Minimum setback distance:

(a) Minimum front yard: 75 feet from a collector road or arterial road as identified in the Master Plan;

(b) Minimum side yard setback: 50 feet;

(c) Minimum rear yard setback: 30 feet.

(5) A swimming pool of 1,000 square feet minimum size and/or a splash pad of 1,500 square feet minimum size shall be provided for all development of 90 units or more.

(6) Minimum width of any residential unit shall be 20 feet.

(7) Minimum floor area per any residential unit shall be 600 square feet.

(8) Maximum floor area per multifamily residential unit shall be 1,500 square feet.

(9) Maximum building height: Same as underlying zone.

(10) Maximum number of stories per townhome: 2.5 story.

(11) Maximum building coverage for commercial and mixed use buildings: Same as underlying zone.

(12) Minimum number of multifamily residential units per structure shall be 8.

(13) Maximum number of multifamily residential units per structure: 28.

(14) Maximum number of townhouse units per structure: 8.

(15) Maximum number of eight-unit townhouse structures shall not be more than 50% of all residential structures included in the townhouse development.

(16) The minimum distance between townhouse buildings shall be as follows:

(a) For townhouse dwellings oriented essentially at 90° to each other, the minimum distance between same shall be 30 feet.

(b) For townhouse dwellings oriented essentially end-to-end to each other, the minimum distance between same shall be 30 feet.

(c) For townhouse dwellings oriented essentially with parallel axis facing each other, the minimum distance between same shall be 50 feet.

(17) A minimum of one (1) outdoor refuse and recycling storage area shall be required per ten (10) acres of residential development. All such outdoor refuse and recycling storage areas shall be appropriately located & screened by a wall enclosure constructed of materials similar to the facades of the buildings and with appropriate landscaping as required by the Planning Board.

D. Recreation requirement.

(1) Playground area or areas shall be provided at the rate of 500 square feet per four dwelling units for all development of 90 units or more. A swimming pool of 1,000 square feet minimum size and/or a splash pad of 1,500 square feet minimum size shall be provided. Outdoor playground equipment shall be installed in each playground in sufficient amount and variety to service the occupants of the project. No certificate of occupancy shall be issued until recreation areas are completed.

(2) All areas of mixed use development not used for the construction of buildings, roads, accessways, parking areas or sidewalks shall be fully landscaped or grassed.

E. Off-street parking requirements.

(1) Off-street parking, loading and vehicular access.

(a) Minimum off-street parking, loading and vehicular access shall be provided in accordance with the standards set forth in § 245-28 of this chapter as defined for that particular use.

(c) Guest parking areas shall be provided at a minimum of .5 parking spaces per residential unit.

(2) Garage facilities or off-street parking areas shall be provided and shall be developed and maintained in accordance with the following:

(a) Garages and parking area shall be used for automobile parking only. The sale of automobiles, dead storage of automobiles, repair work, dismantling or servicing of any kind is strictly prohibited.

(b) Parking areas shall be paved and curbed and provided with an adequate system of stormwater drainage.

(c) No garages or off-street parking areas shall be located nearer than five feet from any tract property line.

(d) No detached garages shall be located between the main building or buildings and the street line on which the building(s) fronts.

(e) Where the rear or side yard of a lot abuts on a street, no garage or off-street parking area shall be located nearer than 25 feet from such street line.

(f) No parking area, with exception to townhome driveways, shall be placed closer to a building than 12 feet.

(g) All garage walls facing any street shall be screened from street view by dense evergreen planting or hedge planting at least six feet in height maintained in good condition.

(h) All off-street parking shall be efficiently screened along all side and rear lot line by a six-foot high fence landscaped with dense evergreen planting, or a dense evergreen shrub or hedge screening at least six feet in height maintained in good condition.

F. Utility requirements.

(1) The applicant for the site plan approval shall arrange with the serving utility for the underground installation of the utilities distribution supply lines and service connections in accordance with the provisions of the applicable standard terms and conditions incorporated as part of its tariff on file with the State of New Jersey Board of Public Utility Commissioners.

(2) All mixed use developments shall be served by public sewer in accordance with the requirements of the Manchester Township Division of Utilities.

G. Landscaping and buffer requirements.

All areas of mixed use developments not used for the construction of buildings, roads, accessways, parking areas or sidewalks shall be fully landscaped, and/or grass. Where a mixed use development boundary line abuts a lot in a

residential zone, which lot is not owned by the mixed use developer, which there shall not be cut, uprooted, destroyed or taken away any existing trees, shrubbery or other planting within the area of 20 feet inside the boundary line of the mixed use development abutting a residential lot. If inadequate trees, shrubs or planting exists in the twenty-foot area in the natural state of the premises before development, the area shall be provided with an adequate approved planting plan to provide a belt of screening within the twenty-foot area.

H. Interior roads and driveway location.

(1) All roads and other accessways within the mixed use development shall be private roads constructed, paved and curbed to a right-of-way width of not less than 26 feet. All such construction, paving and curbing shall be completed in accordance with the subdivision regulations of Manchester Township.

(2) Driveways for ingress and egress for the project shall not be located within 200 feet of an existing intersection or create any hazardous conditions. Acceleration and deceleration lanes shall be installed where a traffic hazard exists or where substantial traffic congestion shall be created.

I. Accessory uses. Accessory uses incidental to the above uses, as specified below:

(1) Noncommercial garages for exclusive use of site residents only.

(2) Parking, including for residential dwellings as provided herein.

(3) Active and passive non-commercial recreational facilities for residents, which may include, but not be limited to, a clubhouse, swimming pool, splash pad, fitness and exercise areas and bicycle/walking paths for exclusive use of site residents only.

(4) Signage for residential and commercial uses subject to the approval of the Manchester Township Planning.

(5) Garbage storage and recycling enclosures.

(6) Centralized mail cluster boxes as required by the USPS.

(7) Any other uses which are subordinate and customarily incidental to a permitted use, subject to the approval of the Manchester Township Planning Board.

J. Association required.

Any applicant requesting a townhouse project approval shall provide for the creation of an association. Such documents creating the association shall specifically provide for the association to have responsibility for maintenance for all common areas and shall provide for assurances that the Township shall in no way be held responsible for and shall be held harmless for the cost of maintenance of the common elements.

K. Affordable housing requirement.

The applicant shall provide for a twenty percent of the total number of market rate units as an inclusionary component or such other requirement that is in effect in accordance with a court-approved housing plan or a housing plan approved by the New Jersey Council on Affordable Housing (COAH) at the time of final site plan approval. The inclusionary component shall not require integration of affordable units with market rate units. The type, construction and distribution of affordable housing units shall conform to the regulations in effect by COAH, by the Department of Community Affairs or such other state agency designated as the regulatory agency for affordable housing and affordable housing construction in New Jersey at the time of the issuance of the first building permit for the development.

L. Pinelands development credits.

In the PB-1 and PRC-1 Zoning Districts, Pinelands development credits shall be purchased and redeemed for 30% of all units, excluding up to 20% of the total project units that are made affordable for low- and moderate-income households in accordance with applicable state law. Units made affordable for low- and moderate-income households that account for more than 20% of the total project units shall purchase and redeem Pinelands development credits for 30% of all such units.

**SECTION 3.** All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

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**SECTION 4.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

**SECTION 5.** After introduction of this ordinance, the Township Clerk shall send a copy of this ordinance to the Township Planning Board for its review and comment. The Township Clerk shall also send a copy of the ordinance to the Ocean County Planning Board pursuant to N.J.S.A. 40:55D-16.

**NOTICE**

**NOTICE IS HEREBY GIVEN** that the foregoing ordinance was introduced and passed by the Township Council of the Township of Manchester on first reading at a meeting held on the 23<sup>rd</sup> day of October, 2023 at 6:00 pm. The Ordinance will be considered for second and final reading at a meeting of the Township Council which is scheduled for the 13<sup>th</sup> day of November, 2023, at 6:00 pm or as soon thereafter as the matter may be reached, at the Municipal Building located at 1 Colonial Drive, Manchester, New Jersey 08759, at which time the public is invited to ask questions, raise objections, or provide public comment with regard to the proposed adoption of this Ordinance.

---

Teri Giercyk, RMC/CMC  
Municipal Clerk

**AN ORDINANCE OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE ACQUISITION OF BLOCK 50, LOT 1, FROM THE BOROUGH OF LAKEHURST IN ACCORDANCE WITH N.J.S.A. 40A:12-1 ET SEQ.**

**WHEREAS**, the Borough of Lakehurst (“Borough”) is the owner in fee simple of certain real property located in the Township of Manchester, County of Ocean, New Jersey, designated as Block 50, Lot 1 on the official Tax Map of the Township of Manchester; and

**WHEREAS**, the Borough no longer needs this property and wishes to donate it to the Township of Manchester; and

**WHEREAS**, N.J.S.A. 40A:12-5 authorizes a municipality to accept the donation of property by the adoption of an ordinance authorizing same.

**NOW, THEREFORE, BE IT ORDAINED** by the governing body of the Township of Manchester, County of Ocean, State of New Jersey as follows:

**SECTION 1.** That the governing body does hereby accept the donation of Block 50, Lot 1. This property is being donated to the Township of Manchester pursuant to N.J.S.A. 40A:12-5 from the Borough of Lakehurst.

**SECTION 2.** That the Mayor and Municipal Clerk are hereby authorized to execute any and all documents necessary for the donation of the property by the Borough to the Township of Manchester.

**SECTION 3.** All ordinances or parts of ordinances inconsistent herewith are hereby repealed.

**SECTION 4.** If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

**SECTION 5.** This ordinance shall take effect after second reading and publication as required by law.

**NOTICE**

PUBLIC NOTICE is hereby given that the foregoing ordinance was introduced at a meeting of the Township Council of the Township of Manchester, in the County of Ocean and State of New Jersey on the 13<sup>th</sup> day of November 2023, and was then read for the first time. The said ordinance will be further considered for final passage by the Township Council in the Town Hall at 6:00 p.m. on November 27, 2023. At such time and place or any time or place to which said meeting may be adjourned, all persons interested will be given an opportunity to be heard concerning said ordinance.

---

Teri Giercyk, RMC/CMC  
Municipal Clerk

#23-43

**AN ORDINANCE OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN,  
STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING CERTAIN  
SECTIONS OF CHAPTER 430 OF THE TOWNSHIP CODE, ENTITLED "WATER  
AND SEWER"**

**BE IT ORDAINED** by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, as follows:

**SECTION I.** That Section 430-1, entitled "Water connection required," of the Code of the Township of Manchester, be and hereby is amended and supplemented as follows:

**§ 430-1. Water connection required.**

A. Where the Township of Manchester has jurisdiction and has provided for the installation of and continued supply of potable water through any water main and/or lateral in any public or private street, roadway, highway or easement ("public water system"), all owners of any property, including but not limited to residential, commercial or otherwise, lying on or adjacent to the public or private street, roadway, highway or easement where the main and/or lateral exists, shall disconnect from and cease utilization of any existing on-site individual potable water well or wells, and shall cause any on-site potable water distribution facilities to be connected to the above-referenced public water system; and disconnection from the on-site potable water well or wells shall be done in a manner that is in compliance with the rules and regulations of the Manchester Township Division of Inspections, Ocean County Health Department and Manchester Township Department of Utilities, as well as any and all other federal, state, county or local laws and regulations which may be applicable.

B. For newly constructed single-family homes, as well as developments requiring subdivision or site plan approvals, irrigation wells shall be required for irrigation systems. Potable water cannot be used for irrigation systems.

**SECTION II.** That Section 430-24, entitled "Schedule of Water and Sewer rates for Eastern Service Area," of the Code of the Township of Manchester, be and hereby is amended and supplemented as follows:

**§ 430-24. Schedule of Water and Sewer rates for Eastern Service Area**

\*\*\*

F. Fixed service charges. Quarterly fixed service charges shall be based on the ESUs or meter size as determined under provisions of Subsection A. Service charges shall be paid separately for water and sewer service. No water gallonage allowance shall be included in the water service charge. Fixed service charges will take effect upon installation of the water meter, nine months after the installation of the water service line, or 12 months after payment of the connection fee. Fixed service charges shall be prorated for the number of days in the quarters of initial establishment and permanent discontinuance of

	Water	Sewer
Class I: Residential, per ESU	\$13.75	\$89.67
Class II: Nonresidential, per ESU	\$13.75	\$89.67
Class III: Commercial, per meter:		
5/8-inch	\$13.75	\$89.67
3/4-inch	\$19.26	\$125.75
1-inch	\$24.84	\$161.84
1 1/2-inch	\$48.19	\$312.74
2-inch	\$74.33	\$481.14
3-inch	\$133.49	\$866.05
4-inch	\$173.38	\$1,124.12
6-inch	\$343.80	\$2,231.83
8-inch	\$688.00	\$4,462.57

service. Fixed service charges shall apply during any periods of temporary discontinuance of service. Quarterly fixed service charges are as follows:

G. Water consumption and sewage collection and treatment charges.

(1) In addition to the fixed service charges as set forth above, separate water consumption and sewage collection and treatment charges, per 1,000 gallons, shall be paid as follows:

	Water	Sewage
Class I: Residential	\$2.49	None
Class II: Nonresidential	\$2.49	None
Class III: Commercial	\$2.49	\$4.33

\*\*\*

**SECTION 3.** That Section 430-25, entitled "Schedule of Water and Sewer rates for Western Service Area," of the Code of the Township of Manchester, be and hereby is amended and supplemented as follows:

**§ 430-25. Schedule of Water and Sewer rates for Western Service Area**

\*\*\*

F.

Fixed service charges. Quarterly fixed service charges shall be based on the meter size. Service charges shall be paid separately for water and sewer service. No water gallonage allowance shall be included in the water service charge. Fixed service charges will take effect upon installation of the water meter, nine months after the installation of the water service line, or 12 months after payment of the connection fee. Fixed service charges shall be prorated for the number of days in the quarters of initial establishment and permanent discontinuance of service. Fixed service

charges shall apply during any periods of temporary discontinuance of service. Quarterly fixed service charges are as follows:

	<b>Water</b>	<b>Sewer</b>
Residential	\$30.30	\$57.93
Commercial, per meter:		
5/8-inch	\$30.30	\$35.81
3/4-inch	\$45.48	\$53.72
1-inch	\$75.81	\$89.54
1 1/2-inch	\$151.62	\$179.07
2-inch	\$242.64	\$286.52
3-inch	\$454.91	\$537.22
4-inch	\$758.18	\$895.37
6-inch	\$1,516.38	\$1,790.74
8-inch	\$2,426.22	\$2,865.19

G. Water consumption and sewage collection and treatment charges.

(1) In addition to the fixed service charges as set forth above, separate water consumption and sewage collection and treatment charges, per 1,000 gallons, shall be paid as follows:

	<b>Water</b>	<b>Sewage</b>
Residential	\$3.25	None
Commercial*	\$3.25	\$2.29

\*NOTE: For sewer customers without Township water service and without an approved water meter, charges will apply on a per-fixture basis as follows:

Up to two fixtures:	\$115.04 each
Additional fixtures:	\$6.40 each

(2) Water consumption charges shall be based on all water usage as registered by water meters, including water meters authorized for irrigation by the Department of Utilities.

(3) Sewage collection and treatment charges for commercial customers shall be based on water usage as registered by water meters, excluding water meters authorized for irrigation by the Department of Utilities.

\*\*\*

**SECTION 4.** All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

**DRAFT**

**SECTION 5.** Pursuant to the provisions of N.J.S.A. 40:69A-181(b), this Ordinance shall take effect twenty (20) days after its final passage by the Township Council and approval by the Mayor where such approval is required by law.

**NOTICE**

PUBLIC NOTICE is hereby given that the foregoing ordinance was introduced at a meeting of the Township Council of the Township of Manchester, in the County of Ocean and State of New Jersey on the 13<sup>th</sup> day of November 2023, and was then read for the first time. The said ordinance will be further considered for final passage by the Township Council in the Town Hall at 6:00 p.m. on November 27, 2023. At such time and place or any time or place to which said meeting may be adjourned, all persons interested will be given an opportunity to be heard concerning said ordinance.

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Teri Giercyk, RMC, CMC  
Municipal Clerk

DRAFT

#23-427

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE TAX COLLECTOR TO CANCEL TAXES AS TO BLOCK 83.06, LOT 16 FOR A TOTALLY DISABLED VETERAN**

**BE IT RESOLVED** by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, as follows:

1. That the Tax Collector is hereby authorized to cancel taxes for Block 83.06 Lot 16 in the amount of \$4,143.84 for 2023, Darryl Reid, 93 Woodview Drive, Whiting, NJ 08759 became a Disabled veteran effective June 29, 2023.
2. That the Tax Collector is hereby authorized to refund taxes in the amount of \$2,073.08. That the Tax Collector is hereby authorized to cancel the remaining taxes billed as long as the property is eligible for exempt status.
3. That the Township Clerk shall forward a certified copy of this Resolution to the following:

- A. Tax Collector
- B. Tax Assessor
- C. Chief Financial Officer
- D. Darryl Reid  
93 Woodview Drive  
Whiting, NJ 08759

**CERTIFICATION**

I, Teri Giercyk, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council at a meeting on the 13<sup>th</sup> day of November 2023.

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Teri Giercyk RMC/CMC  
Municipal Clerk

DRAFT

#23-428

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN,  
STATE OF NEW JERSEY AUTHORIZING THE REFUNDS REQUESTED BY THE  
TAX COLLECTOR**

I, Andrea Gaskill, CTC Tax Collector of the Township of Manchester, County of Ocean, do hereby request payment for the following persons due to the following reason:

1. Block 43.06 lot 14 for overpayment in the amount of \$4,003.68 made payable to Wells Fargo

**Total Amount Due \$ 4,003.68**

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, that the aforementioned refunds be and hereby authorized by the Tax Collector of Revenue.

**BE IT FURTHER RESOLVED** that a certified copy of this resolution be sent to the following:

1. Chief Financial Officer
2. Tax Collector

**CERTIFICATION**

I, Teri Giercyk, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council on the 13<sup>th</sup> day of November 2023.

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Teri Giercyk, RMC/CMC  
Municipal Clerk

DRAFT

#23-429

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE CHIEF FINANCIAL OFFICER TO MAKE TRANSFERS BETWEEN APPROPRIATIONS IN THE 2023 CALENDAR YEAR BUDGET**

**WHEREAS**, certain CY 2023 budget appropriation balances are expected to be insufficient for the remainder of the year; and

**WHEREAS**, under R.S. 40A:4-58, transfers are permitted during the last two months of the budget year from certain appropriation balances where an excess exists.

**NOW, THEREFORE, BE IT RESOLVED**, by the Township Council of the Township of Manchester that in accordance with the Revised Statutes 40A:4-58, the Chief Financial Officer be and is hereby authorized to make transfers between appropriations in the budget for the Township of Manchester for the Calendar Year 2022 as per Attachment "A".

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution shall be filed with the Director of Local Government Services.

**CERTIFICATION**

I, Teri Giercyk, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council on the 13<sup>th</sup> day of November 2023.

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Teri Giercyk, RMC/CMC  
Municipal Clerk

DRAFT

Attachment "A"  
Budget Transfers  
11/13/2023

LINE ITEM	FROM	TO
Council OE	\$ 1,000.00	
Data Processing OE	\$ 30,000.00	
Zoning OE	\$ 10,000.00	
Code Enforcement OE	\$ 10,000.00	
Commercial Insurance	\$ 30,000.00	
Waivers	\$ 50,000.00	
Condo Service Act	\$ 40,000.00	
Recreation OE	\$ 30,000.00	
Retirement OE	\$ 100,000.00	
Aid to Volunteers	\$ 60,000.00	
Communication SW	\$ 100,000.00	
Administration S&W		\$ 6,000.00
Administration OE		\$ 20,000.00
Council S&W		\$ 300.00
Finance OE		\$ 8,000.00
Revenue Collection		\$ 8,000.00
Township Attorney		\$ 80,000.00
Buildings and Grounds OE		\$ 21,700.00
Central Maintenance		\$ 21,000.00
Electricity		\$ 60,000.00
Heating Oil		\$ 11,000.00
EMS S&W		\$ 205,000.00
Telephone		\$ 20,000.00
	<u>\$ 461,000.00</u>	<u>\$ 461,000.00</u>

DRAFT

#23-430

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN,  
STATE OF NEW JERSEY, AUTHORIZING AN EMERGENCY APPROPRIATION  
FOR THE WATER EAST UTILITY FUND**

**WHEREAS**, an emergency has arisen with respect to Eastern Water Fund for unanticipated repairs and testing to the Townships Water Supply Lines and no adequate provision was made in the CY 2023 budget for the aforesaid purpose, and N.J.S. 40A:4-46 provides for the purpose above mentioned; and

**WHEREAS**, the total amount of emergency appropriation created including the appropriation to be created by this resolution is \$400,000.00 and all of this is for the Eastern Water Fund; and

**NOW, THEREFORE, BE IT RESOLVED** (not less than two-thirds of all the members thereof affirmatively concurring) that in accordance with N.J.S.A. 40A:4-48,

1. An emergency appropriation be and the same is hereby made for Eastern Water Fund, Other Expenses in the amount of \$ 400,000.00.
2. That said emergency appropriation shall be provided in full in the CY 2024 Eastern Water Fund budget.
3. That an "Emergency Note" not in excess of the above amount be authorized pursuant to N.J.S.A. 40A:4-48 and in accordance with the provision of N.J.S.A. 40A:4-51.
4. That such note shall be executed by the Chief Financial Officer and by the Township Clerk.
5. That said note be dated when issued and may be renewed from time to time and such note and any renewals thereof shall be payable on or before December 31, 2024.

**BE IT FURTHER RESOLVED** that a certified copy of this Resolution shall be filed with the Director of Local Government Services.

**CERTIFICATION**

I, Teri Giercyk, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council on the 13<sup>th</sup> day of November 2023.

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Teri Giercyk, RMC/CMC  
Municipal Clerk

RAFT

**STATEMENT REGARDING EMERGENCY RESOLUTION N.J.S.A. 40A:4-48**

**NEED OF AN EMERGENCY APPROPRIATION:** An emergency has arisen in the Eastern Water Fund in Other Expenses appropriation due to the fact that an unexpected Water Line Repairs and additional Testing of Drinking Water is needed and adequate funds are not available.

**DATE OF HAPPENINGS:** October 20, 2023

**HAVE ANY CONTRACTS BEEN AWARDED FOR PURCHASE ORDERS PLACED IN CONNECTION WITH THIS EMERGENCY APPROPRIATION?** No

**HAVE ANY CONTRACTS BEEN MADE IN CONNECTION WITH THIS EMERGENCY APPROPRIATION?** No

**IF COSTS ARE IN EXCESS OF \$17,500.00 FOR EITHER LABOR OR MATERIALS, OR BOTH, WILL BIDS BE ADVERTISED FOR?** No

**IF NOT, HAVE RESOLUTIONS BEEN ADOPTED DECLARING AN EMERGENCY TO EXIST WILL NOT PERMIT THE ADVERTISEMENT FOR PUBLIC BIDS?** Yes

**WILL WORK BE PERFORMED BY CONTRACT, FORCE OR OTHERWISE?**  
Contract

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Diane Lapp  
Chief Financial Officer

**DATED:** November 13, 2023

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING APPLICATION OF GRANT FOR GOVERNOR'S COUNCIL ON ALCOHOLISM AND DRUG ABUSE – YOUTH LEADERSHIP GRANT SEPTEMBER 2023 – SEPTEMBER 2025**

**WHEREAS**, the Governor's Council on Alcoholism and Drug Abuse (GCADA) established the Municipal Alliances for the Prevention of Alcoholism and Drug Abuse in 1989 to educate and engage residents, local government and law enforcement officials, schools, nonprofit organizations, the faith community, parents, youth and other allies in efforts to prevent alcoholism and drug abuse in communities throughout New Jersey. In coordination with GCADA, the New Jersey Department of Human Services/Division on Mental Health and Addiction Services (DMHAS) has awarded a Youth Leadership Grant to the GCADA Municipal Alliance Program; and

**WHEREAS**, the Township Council of the Township of Manchester, County of Ocean, State of New Jersey recognizes that the abuse of alcohol and drugs is a serious problem in our society amongst persons of all ages; and therefore has an established Municipal Alliance Committee; and,

**WHEREAS**, the Township Council further recognizes that it is incumbent upon not only public officials but upon the entire community to take action to prevent such abuses in our community; and,

**WHEREAS**, the Township Council has applied for DMHAS Youth Leadership funding through the Governor's Council on Alcoholism and Drug Abuse through the County of Ocean;

**NOW, THEREFORE, BE IT RESOLVED** by the Township of Manchester, County of Ocean, State of New Jersey hereby recognizes the following:

1. The Township Council does hereby authorize submission of an application for DMHAS Grant funding for the Manchester Township Municipal Alliance for Grant Term Two (09/01/2023 – 09/30/2025) in the amount of:

**DMHAS Grant Funding    \$ 5861.03**

2. The Township Council acknowledges the terms and conditions for administering the Municipal Alliance grant, including the administrative compliance and audit requirements.

**CERTIFICATION**

I, Teri Giercyk, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and exact copy of a resolution duly authorized by the Township Council on this 13<sup>th</sup> day of November 2023.

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Teri Giercyk, RMC/CMC  
Municipal Clerk

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING APPLICATION FOR PROPOSAL OF FUNDING THROUGH THE OCEAN COUNTY OFFICE OF SENIOR SERVICES**

**WHEREAS**, the Ocean County Board of Commissioners has informed Manchester Township that there is available grant funding through the Ocean County Office of Senior Services; and,

**WHEREAS**, the Division of Senior and Social Services for Manchester Township wishes to apply for funding in the amount of \$145,000.00 for budget year 2024; and,

**WHEREAS**, the Township Council of Manchester Township believes that the programs provided by the Township are extremely valuable to the residents and worthy of assistance from the Board of Commissioners; and,

**WHEREAS**, the \$683,165 is total of contract pending authorization by the governing body awarding or authorizing entering into the contract.

**WHEREAS**, the Township Council of Manchester Township has reviewed the application for the Ocean County Office of Senior Services funding and approves the request.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of Manchester Township, County of Ocean, State of New Jersey, as follows:

1. That the Chief Finance Officer certifies the availability of funds in the CY 2024 and that the funds shall not exceed \$683,165.
2. That the Mayor is authorized to execute, and the Clerk will attest to all documentation necessary with respect to the Proposal award aforesaid.
3. That the Township Clerk shall forward a certified copy of this Resolution to the following:
  - A. Mayor;
  - B. Business Administrator;
  - C. Chief Financial Officer;
  - D. Director, Senior & Social Services;
  - E. Ocean County Board of Commissioners

**CERTIFICATION**

I, Teri Giercyk, Clerk of Manchester Township, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council on the 13<sup>th</sup> day of November 2023.

\_\_\_\_\_  
Teri Giercyk, RMC/CMC  
Municipal Clerk

#23-433

**RESOLUTION OF MANCHESTER TOWNSHIP, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING APPLICATION FOR PROPOSAL OF FUNDING THROUGH THE OCEAN COUNTY OFFICE OF SENIOR SERVICES**

**WHEREAS**, the Ocean County Board of Commissioners has informed the Township Council of Manchester Township that there is available grant funding through the Ocean County Office of Senior Services; and,

**WHEREAS**, the Division of Senior and Social Services for Manchester Township wishes to apply for funding in the amount of \$25,000.00 budget year 2024; and,

**WHEREAS**, the Township Council of Manchester Township believes that the programs provided by the Township are extremely valuable to the caregivers of residents and worthy of assistance from the Board of Commissioners; and,

**WHEREAS**, the Township Council of Manchester Township has reviewed the application for the Ocean County Office of Senior Services funding and approves the request.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of Manchester Township, County of Ocean, State of New Jersey, as follows:

1. That the application for the Ocean County Office of Senior Services funding be and is hereby authorized.
2. That the Mayor is authorized to execute and the Clerk at attest to any and all documentation necessary with respect to the funding application aforesaid.
3. That the Township Clerk shall forward a certified copy of this Resolution to the following:
  - A. Mayor;
  - B. Business Administrator;
  - C. Chief Financial Officer;
  - D. Director, Senior & Social Services;
  - E. Ocean County Board of Commissioners.

**CERTIFICATION**

I, Teri Giercyk, Clerk of Manchester Township, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council on the 13<sup>th</sup> day of November 2023.

\_\_\_\_\_  
Teri Giercyk, RMC/CMC  
Municipal Clerk

#23-434

BAFT

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN,  
STATE OF NEW JERSEY, RELEASING ESCROW POSTED BY HORVATH HOME  
SERVICES D/B/A BEN FRANKLIN PLUMBING**

**WHEREAS**, escrows were posted by Horvath Home Services; and

**WHEREAS**, under date of October 20, 2023 the Township Engineer has recommended the return of the aforesaid escrows; and

**WHEREAS**, the Township Council has reviewed the recommendation aforesaid and finds the same to be acceptable.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, as follows:

1. That the escrow release of Block 1.206 Lot 15 in the amount of \$500.00 minus any outstanding invoices be released.
2. That the Township Clerk shall forward a certified copy of this Resolution to the Following:
  - A. Chief Financial Officer
  - B. Bonnie Daks, Morgan Engineering
  - C. Ben Franklin Plumbing  
1130 Ship Avenue  
Beachwood, NJ 08722

**CERTIFICATION**

I, Teri Giercyk, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Council at a meeting held on the 13<sup>th</sup> day of November 2023.

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Teri Giercyk, RMC/CMC  
Municipal Clerk

DRAFT

#23-435

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, RELEASING AN ESCROW POSTED BY WRAZEN HOMES LLC., BLOCK 1.347 LOT 14.01 (618 GRINNELL AVENUE)**

**WHEREAS**, an escrow was heretofore posted with the Township in connection with a project located at Block 1.347 Lot 14.01 (618 Grinnell Avenue); and,

**WHEREAS**, under date of October 24, 2023, the Township Engineer did recommend the release of the said escrow; and,

**WHEREAS**, the Township Council has reviewed the recommendation aforesaid and finds the same to be acceptable.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, as follows:

1. That the escrow release of Block 1.347 Lot 14.01 in the amount of \$500.00 plus interest minus any outstanding invoices be released from account number 10037.
2. That the Township Clerk shall forward a certified copy of this Resolution to the following:

- A. Colliers Engineering
- B. Chief Financial Officer
- C. Wrazen Homes LLC  
3062 Wilbur Avenue  
Manchester, NJ 08759

**CERTIFICATION**

I, Teri Giercyk, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Township Council on the 13<sup>th</sup> day of November 2023.

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Teri Giercyk, RMC/CMC  
Municipal Clerk

#23-436

**RESOLUTION OF THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF NEW JERSEY, RELEASING UTILITY ESCROWS THAT WERE POSTED BY ARNULFO EDQUIBAN IN CONNECTION WITH A PROJECT LOCATED AT 3320 RIDGEWAY ROAD, BLOCK 58 LOT 681.03**

**WHEREAS** utility escrows were heretofore posted with the Township by in connection with a project located at 3320 Ridgeway Road (Block 58 Lot 681.03); and,

**WHEREAS**, under date of November 2, 2023, Al Yodakis did recommend the release of the said escrows; and,

**WHEREAS**, the Township Council has reviewed the recommendation aforesaid and finds the same to be acceptable.

**NOW, THEREFORE, BE IT RESOLVED** by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, as follows:

1. That on the basis of the above recommendation by the Supervising Engineer, the escrow aforesaid, be and hereby is released for account #17584 in the amount of \$1,570.00 plus interest minus any outstanding invoices.
2. That on the basis of the above recommendation by the Supervising Engineer, the escrow aforesaid, be and hereby is released for account #73690 in the amount of \$27.89 plus interest minus any outstanding invoices.
3. That on the basis of the above recommendation by the Supervising Engineer, the escrow aforesaid, be and hereby is released for account #17921 in the amount of \$1,570.00 plus interest minus any outstanding invoices.
4. That the Township Clerk shall forward a certified copy of this Resolution to the following:

- A. Al Yodakis
- B. Chief Financial Officer;
- C. Arnulfo Edquiban  
3320 Ridgeway Road  
Manchester NJ 09859

**CERTIFICATION**

I, Teri Giercyk, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Township Council on the 13<sup>th</sup> day of November 2023.

\_\_\_\_\_  
Teri Giercyk, RMC/CMC  
Municipal Clerk

**RESOLUTION OF THE MANCHESTER TOWNSHIP, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING A SETTLEMENT OF LITIGATIONS**

**WHEREAS** the Township of Manchester, County of Ocean, State of New Jersey (“the Township”) has been involved in litigations in Superior Court of New Jersey, Law Division, Civil Part, Ocean County captioned MHC Pine Ridge at Crestwood II, LLC v. Manchester Township, et al., Docket No. OCN-L-826-23 and Third Garden Park Limited Partnership, et al. v. Township of Manchester, et al., Docket No. OCN-L-856-23; and

**WHEREAS**, the litigations challenge the Township’s adoption of Ordinance 23-03 and Ordinance 23-21; and

**WHEREAS**, the parties have resolved the litigation subject to the execution of a Settlement Agreement and adoption of a revised ordinance; and

**WHEREAS**, the Township accepts the recommendation of the Township Attorney and authorized the execution of the Settlement Agreement; and

**NOW, THEREFORE, BE IT RESOLVED** on this 13<sup>th</sup> day of November, 2023 by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey as follow:

1. The Township authorizes the execution of Settlement Agreements, which are on file at the office of the Township Clerk and can be viewed during normal business hours, to settle the litigations.
2. The Township also authorizes the execution of a Consent Order dismissing the litigations.
3. The Township hereby authorizes the Township Clerk, the Township Administrator, Mayor, and/or Township Attorney to execute any and all documents necessary to implement the intent of this resolution.
- 4.. A certified copy of this Resolution shall be forwarded by the Township Clerk to the following:
  - (a) Robert Arace, Mayor
  - (b) Roxanne Conniff, Council President
  - (c) Carl Block, Township Administrator
  - (d) Christopher J. Dasti, Esq.

**CERTIFICATION**

I, Teri Giercyk, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify that the foregoing Resolution was duly adopted by the Manchester Township Council at a meeting held on the 13<sup>th</sup> day of November 2023.

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Teri Giercyk, RMC/CMC  
Municipal Clerk

#23-438

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF MANCHESTER,  
COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A  
SHARED SERVICES AGREEMENT WITH THE BOROUGH OF LAKEHURST**

**WHEREAS**, the Shared Services and Consolidation Act, N.J.S.A. 40A:65-1 et seq., authorizes the Township of Manchester (the "Township") to enter into a contract for the provision of certain governmental services with the Borough of Lakehurst (the "Borough"); and

**WHEREAS**, N.J.S.A. 40A:65-5 requires that such a contract be authorized by resolution; and

**WHEREAS**, it is the desire of the governing body to authorize the execution of a Shared Services Agreement with the Borough for the use of the Township's fuel depot.

**NOW, THEREFORE, BE IT RESOLVED**, by Township Council of the Township of Manchester, County of Ocean, State New Jersey as follows:

1. That the governing body does hereby authorize the execution of a Shared Services Agreement with the Borough for the use of the Township's fuel depot, in accordance with the form and terms approved by the Township Attorney.
2. The Township authorizes and directs the Mayor, Township Clerk and Township Administrator to execute any and all necessary documents in order to implement the intent of this Resolution.
3. That a copy of the agreement authorized herein shall be kept on file and made available for public inspection at the Township Clerk's Office during normal business hours.
3. A certified copy of this Resolution shall be forwarded by the Township Clerk to the following:
  - A. The Honorable Robert S. Arace, Mayor;
  - B. Carl Block, Township Administrator;
  - C. Lauren R. Staiger, Esquire, Township Attorney; and
  - D. Albert Yodakis, P.E.

**CERTIFICATION**

I, Teri Giercyk, Clerk of the Township of Manchester, County of Ocean, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of resolution adopted by the Township Council at a meeting on the 13<sup>th</sup> day of November 2023.

\_\_\_\_\_  
Teri Giercyk, RMC/CMC  
Municipal Clerk